

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

**2011-2012**

**2012-2013**

**2013-2014**

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ECORSE, MICHIGAN 48229

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This agreement is entered into this 20<sup>th</sup> day of July 2011, by and between the Board of Education of the Ecorse Public Schools, Wayne County, Michigan, hereinafter called "The Board", and the Ecorse Federation of Teachers, Local 1425, American Federation of Teachers, AFL-CIO, hereinafter called "The Union."

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## ARTICLE I

### PREAMBLE

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

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

Whereas, the Board recognizes that teaching is a profession;

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

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

Whereas, at a representation election held on December 14, 1965, the Union was selected by a majority of the employees of the Board covered by this Agreement as their exclusive representative to the extent required by Act 379 of the Public Acts of 1947, as amended, for 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.

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

- D. The Board agrees to provide the Union with an alphabetized listing of the names of all employees in the bargaining unit, including the date of employment for all new hires. The Union agrees to notify all employees in the bargaining unit (those employees at the time of the execution of this Agreement, as well as newly hired during the term of this Agreement or its extensions or renewals) of the above-stated thirty-day period. The Union shall deliver to the Business Office an executed authorization form signed by the individual teacher together with an alphabetized list of teachers for whom such forms are submitted.
- E. The Union agrees to provide for all teachers who are members of the bargaining unit the same degree of representation and protection (including but not limited to legal counsel and insurance benefits) as are enjoyed by the Union members.
- F. Any teacher who does not tender either the authorization for payroll deduction of Union dues or authorization for deduction of 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 expertness 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

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

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

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

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

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

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

#### 10.1 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:

### 10.1.1 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.

### 10.1.2 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 reassignments may be directed or denied when such direction or denials is for this purpose of integrating school faculties. Direction or denial of a transfer for this purpose shall follow, whenever possible, the specifications and procedures hereinbefore state and shall be made in good faith and not arbitrarily, capriciously, or without rational basis 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.

10.1.3 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.

## 10.2 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.

## 10.3 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.

#### 10.4 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.

##### 10.4.1 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 2011-2012/2012-2013/2013-2014 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 (1) 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 (31<sup>st</sup>) 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 (41<sup>st</sup>) day, the assigned substitute will be enrolled for single insurance benefits only for the substitute. All substitute employees will contribute 20% of the top illustrated health care rate and the Board will contribute 80%. Payments for benefits will not extend beyond the last day of the month in which the assigned substitute's assignment is terminated.

#### 10.5 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.

## 10.6 Leaves

### 10.6.1 Annual Leave Days Allowance

#### I. Annual Sick Leave Allowance

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

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

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

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

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

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

- C. Those individuals employed for the school year who 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 through a reliable standardized system as set by the employee's building administrator no later than 6:30 a.m. on the day of the absence.

B. Other specified types.

1. Death in 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 authorize 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."

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Teacher's Signature

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

### 10.7.2.2 Maternity Leaves

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

### 10.7.2.3 Military Leave

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

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

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

### 10.7.2.4 Exchange Teacher Leave

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

### 10.7.2.5 Peace Corps and Job Corps Leave

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

### 10.7.2.6 Fellowship, Internship, Scholarship Leave

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

#### 10.7.2.7 Extended Leave

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

### Article XI

#### TEACHING CONDITIONS

##### 11.1 Physical Environment

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

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

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

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

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

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

##### 11.2 Services of Special Teachers

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

##### 11.3 Subject Areas

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

## B. Split Classes:

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

\* Note this change.

### 11.4 Notice of Schedule

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

### 11.5 Personal Safety of Teachers

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

A. Other Acts of God: When school is called off and announced through public media and is for specific building(s) and not the whole system, teachers affected in a particular school will report to a pre-assigned alternative building for school improvement purposes.

Only those teachers who refuse to go to the alternative building will be docked a day from their sick bank.

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

### 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 2011-2012/2012-2013/2013-2014 is attached hereto and made a part hereof of Appendix "D".

#### 11.7 The School Day

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

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

- A. 385 minutes (1,129.33 hours) assigned to pupil instruction for the elementary and secondary.
- B. Seventy-four (74) consecutive minutes of instructional preparation at the secondary school level.
- C. All teachers (elementary and secondary) shall report to work and sign in ten (10) minutes before the entrance bell for students and remain ten (10) minutes after dismissal bell for students.

Beginning the 2011-2012 school year, each elementary classroom teacher only will receive a maximum of three (3) fifty (50) minute enrichment sessions per week within the regular school day.

These enrichment sessions are experimental for three (3) years 2011-2012/2012-2013/2013-2014.

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

Each bargaining unit member will donate two (2) Saturdays per school year. Each Saturday shall be four (4) hours long to engage students in activities that are academically based on the four core subject areas: (math, science, social studies, and language arts). Detention will be excluded from these activities. This is only experimental for three (3) years 2011-2012/2012-2013/2013-2014.

- 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 provision 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.

#### Early Release Time

In order to facilitate student learning, school will be dismissed at 2 pm on the third Wednesday of every month. Teachers in each department will plan for their subject area. This planning time will be directly prior to the School Improvement Meeting: to facilitate curriculum alignment, developing common core standards between all grade levels, analyze test scores and cooperate amongst the schools. Common Planning Time and School Improvement Meetings will be on the same day for all schools.

- 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.

### 11.9.1 Professional Appearance

Employees are to dress professionally. No baseball caps.

### 11.10 Workshops and In-service Planning

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

### 11.11 Curriculum Planning

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

### 11.12 In-service Workshops

Workshop days will be incorporated into the calendar so as to maintain the state mandated 1,098 instructional hours for the 2011-2012/2012-2013/2013-2014 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 4<sup>th</sup> 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.

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

The salary schedule will reflect a 0% increase for the contract year 2011-2012.

The salary schedule will reflect a 1% increase for all who rated proficient on the performance evaluation for the contract year 2012-2013.

The salary schedule will reflect a 1% increase for all who rated proficient on the performance evaluation for the contract year 2013-2014.

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

## 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 (11<sup>th</sup>) 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 <sup>th</sup> year of employment and continuing through the 15 <sup>th</sup> year of employment	\$100 added to base salary
Beginning the 16 <sup>th</sup> year of employment	\$250 added to base salary
Beginning the 17 <sup>th</sup> 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 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

<u>Pay Period for the 2011-2012 School Year</u>	<u>Pay Period for the 2012-2013 School Year</u>	<u>Pay Period for the 2013-2014 School Year</u>
September 16, 2011	September 14, 2012	September 13, 2013
September 30, 2011	September 28, 2012	September 27, 2013
October 14, 2011	October 12, 2012	October 11, 2013
October 28, 2011	October 26, 2012	October 25, 2013
November 11, 2011	November 9, 2012	November 8, 2013
November 25, 2011	November 23, 2012	November 22, 2013
December 9, 2011	December 7, 2012	December 6, 2013
December 23, 2011	December 21, 2012	December 20, 2013
January 6, 2012	January 4, 2013	January 3, 2014
January 20, 2012	January 18, 2013	January 17, 2014
February 3, 2012	February 1, 2013	January 31, 2014
February 17, 2012	February 15, 2013	February 14, 2014
March 2, 2012	March 1, 2013	February 28, 2014
March 16, 2012	March 15, 2013	March 14, 2014
March 30, 2012	March 29, 2013	March 28, 2014
April 13, 2012	April 12, 2013	April 11, 2014
April 27, 2012	April 26, 2013	April 25, 2014
May 11, 2012	May 10, 2013	May 9, 2014
May 25, 2012	May 24, 2013	May 23, 2014
June 8, 2012	June 7, 2013	June 6, 2014
<u>June 22, 2012</u>	<u>June 21, 2013</u>	<u>June 20, 2014</u>
July 6, 2012	July 5, 2013	July 4, 2014
July 20, 2012	July 19, 2013	July 18, 2014
August 3, 2012	August 2, 2013	August 1, 2014
August 17, 2012	August 16, 2013	August 15, 2014
August 31, 2012	August 30, 2013	August 29, 2014

#### 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 2011-2012/2012-2013/2013-2014 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 authorize 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 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 will contribute 15% of the top illustrated health care rate and the board will contribute 85% to the top illustrated rate for the year 2011-2012.

All employees will contribute 17% of the top illustrated health care rate and the board will contribute 83% to the top illustrated rate year 2012-2013.

All employees will contribute 20% of the top illustrated health care rate and the board will contribute 80% to the top illustrated rate year 2013-2014.

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

2011-2012

\$ 5.00 Generic Drugs  
\$20.00 Brand Name Drugs

2012-2013

\$10.00 Generic Drugs  
\$20.00 Brand Name Drugs

2013-2014

\$10.00 Generic Drugs  
\$20.00 Brand Name Drugs

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

- 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 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 2011-2014	\$45,000
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### 12.8 Tax-Sheltered Annuity

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

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

### 12.9 Extra-Curricular Pay

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

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

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

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

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

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

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

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

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

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

#### 12.10 Extra-Teaching Assignments

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

#### 12.11 Extra-Duty Pay

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

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

#### 12.12 Mileage Allowance

A mileage allowance 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.

#### 12.13 Severance Pay or Termination Pay

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: Non-tenured teachers who resign their position without giving two (2) weeks' advance notice will forfeit 100% of their sick leave severance pay.

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

### Article XIII

#### 1984-85 SCHOOL YEAR

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

### Article XIV

#### MATTERS CONTRARY TO AGREEMENT

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

### Article XV

#### AGREEMENTS CONTRARY TO LAW

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

### Article XVI

#### MATTERS NOT COVERED IN THIS AGREEMENT

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

## Article XVII

### HANDBOOK FOR PROFESSIONAL EMPLOYEES

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

## Article XVIII

### PROCEDURAL SAFEGUARDS FOR THE EMPLOYMENT RIGHTS OF CERTIFIED PERSONNEL

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

## Article XIX

### DURATION

This Agreement shall become effective as of July 20, 2011 and remain in full force and effect until June 30, 2014. This Agreement supersedes and cancels all previous Agreements, verbal, or written, between the Board and the union constitutes the entire Agreement between the two parties.

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

The parties further agree that this contract shall span the 2011-2012/2012-2013/2013-2014 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  
27225 W. Outer Drive  
Ecorse, MI 48229

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

or personally served upon either party.

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

Board of Education  
The Ecorse Public Schools System

Ecorse Federation of Teachers  
AFT, AFL-CIO

For the Board:

For the Union:

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\* July 20, 2011 (Union Ratification)  
\*\* August 1, 2011 (Board Approval)

ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN  
**HIRED BEFORE JULY, 2007**  
2011-2012 TEACHERS' SALARY SCHEDULE

		B.A. <u>Degree</u>	M.A. <u>Degree</u>	2 <sup>ND</sup> M.A. <u>Ed.Sp.</u>	Doctorate <u>Degree</u>
Step	1	39,652	43,040	43,250	43,776
	2	40,709	45,159	45,369	45,895
	3	42,618	47,486	47,696	48,221
	4	44,733	49,729	49,939	50,464
	5	47,047	53,623	53,833	54,358
	6	49,605	56,586	56,796	57,322
	7	52,150	59,770	59,980	60,504
	8	55,103	63,154	63,658	63,891
	9	58,285	66,755	66,965	67,491
	10	61,671	70,563	71,124	71,299
	11		75,858	76,068	76,593

Longevity--Ecorse Public Schools:

M-11-15	61,771	75,958	76,168	76,693
M-16	62,021	76,208	76,418	76,943
M-17	62,051	76,238	76,448	76,973
M-18	62,081	76,268	76,478	77,003
M-19	62,111	76,291	76,508	77,033
M-20	62,141	76,321	76,538	77,063
M-21	62,171	76,351	76,568	77,093
M-22	62,201	76,388	76,598	77,123
M-23	62,231	76,418	76,628	77,153
M-24	62,261	76,448	76,658	77,183
M-25	62,291	76,478	76,688	77,213
M-26	62,321	76,508	76,718	77,243
M-27	62,351	76,538	76,748	77,273
M-28	62,381	76,568	76,778	77,303
M-29	62,411	76,598	76,808	77,333
M-30	62,441	76,628	76,838	77,363
M-31	62,471	76,658	76,868	77,393
M-32	62,501	76,688	76,898	77,423
M-33	62,531	76,718	76,928	77,453
M-34	62,561	76,748	76,958	77,483
M-35	62,591	76,778	76,988	77,513
M-36	62,621	76,808	77,018	77,543
M-37	62,651	76,838	77,048	77,573
M-38	62,681	76,868	77,078	77,603
M-39	62,711	76,898	77,108	77,633
M-40	62,741	76,928	77,138	77,663

ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN  
**HIRED BEFORE JULY, 2007**  
2012-2013 TEACHERS' SALARY SCHEDULE

		B.A. <u>Degree</u>	M.A. <u>Degree</u>	2 <sup>ND</sup> M.A. <u>Ed.Sp.</u>	Doctorate <u>Degree</u>
Step	1	40,049	43,470	43,683	44,214
	2	41,116	45,611	45,823	46,354
	3	43,044	47,961	48,173	48,703
	4	45,180	50,226	50,438	50,969
	5	47,517	54,159	54,371	54,902
	6	50,101	57,152	57,364	57,895
	7	52,672	60,368	60,580	61,109
	8	55,654	63,786	64,295	64,530
	9	58,868	67,423	67,635	68,166
	10	62,288	71,269	71,835	72,012
	11		76,617	76,829	77,359
Longevity--Ecorse Public Schools:					
M-11-15	62,388	76,717	76,929	77,459	
M-16	62,638	76,967	77,179	77,709	
M-17	62,668	76,997	77,209	77,739	
M-18	62,698	77,027	77,239	77,769	
M-19	62,728	77,057	77,269	77,799	
M-20	62,758	77,087	77,299	77,829	
M-21	62,788	77,117	77,329	77,859	
M-22	62,818	77,147	77,359	77,889	
M-23	62,848	77,177	77,389	77,919	
M-24	62,878	77,207	77,419	77,949	
M-25	62,908	77,237	77,449	77,979	
M-26	62,938	77,267	77,479	78,009	
M-27	62,968	77,297	77,509	78,039	
M-28	62,998	77,327	77,539	78,069	
M-29	63,028	77,357	77,569	78,099	
M-30	63,058	77,387	77,599	78,129	
M-31	63,088	77,417	77,629	78,159	
M-32	63,118	77,447	77,659	78,189	
M-33	63,148	77,477	77,689	78,219	
M-34	63,178	77,507	77,719	78,249	
M-35	63,208	77,537	77,749	78,279	
M-36	63,238	77,567	77,779	78,309	
M-37	63,268	77,597	77,809	78,339	
M-38	63,298	77,627	77,839	78,369	
M-39	63,328	77,657	77,869	78,399	
M-40	63,358	77,687	77,899	78,429	

ECORSE PUBLIC SCHOOLS  
 ECORSE, MICHIGAN

**HIRED BEFORE JULY, 2007**

2013-2014 TEACHERS' SALARY SCHEDULE

	B.A. <u>Degree</u>	M.A. <u>Degree</u>	2 <sup>ND</sup> M.A. <u>Ed.Sp.</u>	Doctorate <u>Degree</u>
Step 1	40,449	43,905	44,120	44,656
2	41,527	46,067	46,281	46,818
3	43,474	48,441	48,655	49,190
4	45,632	50,728	50,942	51,478
5	47,992	54,701	54,915	55,451
6	50,602	57,724	57,938	58,474
7	53,199	60,972	61,186	61,720
8	56,211	64,424	64,938	65,175
9	59,457	68,097	68,311	68,848
10	62,911	71,982	72,553	72,732
11		77,383	77,597	78,133
Longevity--Ecorse Public Schools:				
M-11-15	63,011	77,483	77,697	78,233
M-16	63,261	77,733	77,947	78,483
M-17	63,291	77,763	77,977	78,513
M-18	63,321	77,793	78,007	78,543
M-19	63,351	77,823	78,037	78,573
M-20	63,381	77,853	78,067	78,603
M-21	63,411	77,883	78,097	78,633
M-22	63,441	77,913	78,127	78,663
M-23	63,471	77,943	78,157	78,693
M-24	63,501	77,973	78,187	78,723
M-25	63,531	78,003	78,217	78,753
M-26	63,561	78,033	78,247	78,783
M-27	63,591	78,063	78,277	78,813
M-28	63,621	78,093	78,307	78,843
M-29	63,651	78,123	78,337	78,873
M-30	63,681	78,153	78,367	78,903
M-31	63,711	78,183	78,397	78,933
M-32	63,741	78,213	78,427	78,963
M-33	63,771	78,243	78,457	78,993
M-34	63,801	78,273	78,487	79,023
M-35	63,831	78,303	78,517	79,053
M-36	63,861	78,333	78,547	79,083
M-37	63,891	78,363	78,577	79,113
M-38	63,921	78,393	78,607	79,143
M-39	63,951	78,423	78,637	79,173
M-40	63,981	78,453	78,667	79,203

ECORSE PUBLIC SCHOOLS

ECORSE, MICHIGAN

**HIRED AFTER JULY, 2007**

2011-2012 TEACHERS' SALARY SCHEDULE

APPENDIX "A"

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	<u>B.A.</u>	<u>M.A.</u>	<u>2<sup>ND</sup> M.A</u>	<u>Doctorate</u>
	<u>Degree</u>	<u>Degree</u>	<u>Ed.Sp.</u>	<u>Degree</u>
Step 1	34,953	38,243	38,447	38,957
2	35,979	40,299	40,503	41,013
3	37,833	42,557	42,761	43,271
4	39,885	44,735	44,939	45,449
5	42,132	48,514	48,718	49,228
6	44,615	51,391	51,595	52,105
7	47,085	54,480	54,684	55,194
8	49,952	57,767	57,971	58,481
9	53,040	61,262	61,466	61,976
10	56,327	64,958	65,162	65,672
11		70,097	70,301	70,811

Longevity--Ecorse Public Schools:

M-11-15	56,427	70,197	70,401	70,911
M-16	56,677	70,447	70,651	71,161
M-17	56,707	70,477	70,681	71,191
M-18	56,737	70,507	70,711	71,221
M-19	56,767	70,537	70,741	71,251
M-20	56,797	70,567	70,771	71,281
M-21	56,827	70,597	70,801	71,311
M-22	57,857	70,627	70,831	71,341
M-23	57,887	70,657	70,861	71,371
M-24	57,917	70,687	70,891	71,401
M-25	57,947	70,717	70,921	71,431
M-26	57,977	70,747	70,951	71,461
M-27	57,007	70,777	70,981	71,491
M-28	57,037	70,807	71,011	71,521
M-29	57,067	70,837	71,041	71,551
M-30	57,097	70,867	71,071	71,581
M-31	57,127	70,897	71,101	71,611
M-32	57,157	70,927	71,131	71,641
M-33	57,187	70,957	71,161	71,671
M-34	57,217	70,987	71,191	71,701
M-35	57,247	71,017	71,221	71,731
M-36	57,277	71,047	71,251	71,761
M-37	57,307	71,077	71,281	71,791
M-38	57,337	71,107	71,311	71,821
M-39	57,367	71,137	71,341	71,851
M-40	57,397	71,167	71,371	71,881

ECORSE PUBLIC SCHOOLS

ECORSE, MICHIGAN

APPENDIX "A"

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**HIRED AFTER JULY, 2007**

2012-2013 TEACHERS' SALARY SCHEDULE

	B.A. <u>Degree</u>	M.A. <u>Degree</u>	2 <sup>ND</sup> M.A <u>Ed.Sp.</u>	Doctorate <u>Degree</u>
Step 1	35,303	38,625	38,831	39,347
2	36,339	40,702	40,908	41,423
3	38,211	42,983	43,189	43,704
4	40,284	45,182	45,388	45,903
5	42,553	48,999	49,205	49,720
6	45,061	51,905	52,111	52,626
7	47,556	55,025	55,231	55,746
8	50,452	58,345	58,551	59,066
9	53,570	61,875	62,081	62,596
10	56,890	65,608	65,814	66,329
11		70,798	71,004	71,519
Longevity--Ecorse Public Schools:				
M-11-15	56,990	70,898	71,104	71,619
M-16	57,240	71,148	71,354	71,869
M-17	57,270	71,178	71,384	71,899
M-18	57,300	71,208	71,414	71,929
M-19	57,330	71,238	71,444	71,959
M-20	57,360	71,268	71,474	71,989
M-21	57,390	71,298	71,504	72,019
M-22	57,420	71,328	71,534	72,049
M-23	57,450	71,358	71,564	72,079
M-24	57,480	71,388	71,594	72,109
M-25	57,510	71,418	71,624	72,139
M-26	57,540	71,448	71,654	72,169
M-27	57,570	71,478	71,684	72,199
M-28	57,600	71,508	71,714	72,229
M-29	57,630	71,538	71,744	72,259
M-30	57,660	71,568	71,774	72,289
M-31	57,690	71,598	71,804	72,319
M-32	57,720	71,628	71,834	72,349
M-33	57,750	71,658	71,864	72,379
M-34	57,780	71,688	71,894	72,409
M-35	57,810	71,718	71,924	72,439
M-36	57,840	71,748	71,954	72,469
M-37	57,870	71,778	71,984	72,499
M-38	57,900	71,808	72,014	72,529
M-39	57,930	71,838	72,044	72,559
M-40	57,960	71,868	72,074	72,589

ECORSE PUBLIC SCHOOLS  
 ECORSE, MICHIGAN

**HIRED AFTER JULY, 2007**

2013-2014 TEACHERS' SALARY SCHEDULE

		B.A. <u>Degree</u>	M.A. <u>Degree</u>	2 <sup>ND</sup> M.A. <u>Ed.Sp.</u>	Doctorate <u>Degree</u>
Step	1	35,656	39,011	39,219	39,740
	2	36,702	41,109	41,317	41,837
	3	38,593	43,413	43,621	44,141
	4	40,687	45,634	45,842	46,362
	5	42,979	49,489	49,697	50,217
	6	45,512	52,424	52,632	53,152
	7	48,032	55,575	55,783	56,303
	8	50,957	58,928	59,137	59,657
	9	54,106	62,494	62,702	63,222
	10	57,459	66,264	66,472	66,992
	11		71,506	71,714	72,234
Longevity--Ecorse Public Schools:					
M-11-15		57,559	71,606	71,814	72,334
M-16		57,809	71,856	72,064	72,584
M-17		57,839	71,886	72,094	72,614
M-18		57,869	71,916	72,124	72,644
M-19		57,899	71,946	72,154	72,674
M-20		57,929	71,976	72,184	72,704
M-21		57,959	72,006	72,214	72,734
M-22		57,989	72,036	72,244	72,764
M-23		58,019	72,066	72,274	72,794
M-24		58,049	72,096	72,304	72,824
M-25		58,079	72,126	72,334	72,854
M-26		58,109	72,156	72,364	72,884
M-27		58,139	72,186	72,394	72,914
M-28		58,169	72,216	72,424	72,944
M-29		58,199	72,246	72,454	72,974
M-30		58,229	72,276	72,484	73,004
M-31		58,259	72,306	72,514	73,034
M-32		58,289	72,336	72,544	73,064
M-33		58,319	72,366	72,574	73,094
M-34		58,349	72,396	72,604	73,124
M-35		58,379	72,426	72,634	73,154
M-36		58,409	72,456	72,664	73,184
M-37		58,439	72,486	72,694	73,214
M-38		58,469	72,516	72,724	73,244
M-39		58,499	72,546	72,754	73,274
M-40		58,529	72,576	72,784	73,304

Teachers Salary Schedule (Continued)

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

1. Sick Leave with accumulation at the rate of 1.5 days per contract month of employment. (See Section 10.7.1)  
Certified contract employees hired after July 1, 1993, may accumulate up to one hundred (100) days. (See Section 10.7.1)
2. Severance or termination pay for 1/4 or 1/2 of the days remaining in the Sick Bank at the current rate of base pay. (See Section 12.4)
3. The Ecorse Board of Education, in order to supplement the present Sick Leave Policy, will provide that health and hospitalization insurance premiums be paid in full for a level of benefit coverage commensurate to that provided in the Agreement for 1996-97. Specifically excluded from payment by the Board are coverages for sponsored dependents or family continuation to his/her policy for payment by the teacher on payroll deduction. (See Section 12.6)
4. Forty-five thousand dollars (\$45,000) term life insurance for the School Year 2011-2012/2012-2013/2013-2014. (See Section 12.7)
5. Extra-Curricular Pay according to schedule. (See Appendix "B")
6. Payment for school-sponsored Summer School, Adult Education, Driver Education, and Substitute Teaching according to schedule. (See Appendix "C")
7. One hundred and fifty dollars (\$150.00) for six approved credit hours beyond M.A. Degree according to Policy 4143.
8. Holidays and Vacation Days in accordance with the School Calendar. (See Appendix "D")
9. The Board will provide Optical Insurance benefits to a level of coverage commensurate with that provided by the Agreement for 1996-97.
10. The Board shall provide Dental Insurance in accordance with Section 12.6.

Teachers' Salary Schedule

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

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

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

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

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

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

Salary Schedule: Doctorate Degree: See Appendix "A"

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

ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN

EXTRA-CURRICULAR PAY SCHEDULE 2011-2012/2012-2013/2013-2014 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 <sup>th</sup> Grade Chorus	1.3%	(1) Reserve Head	3.53%
(2) 8 <sup>th</sup> Grade Chorus	1.3%	(1) Reserve Assistant	3.1%
(2) Freshman Class Sponsor	1.3%	(1) Freshman (9 <sup>th</sup> 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 <sup>th</sup> Grade)	2.9%
(1) Student Council	2.9%	(1) Girls Basketball	7.0%
(2) Stage Technicians	3.63%	(1) Girls Reserve	3.53%
(2) Senior Sponsor	3.63%		
GROUP "D"		SWIMMING	
(1) Annual & Photography	4.07%	(1) Head Coach Varsity	7.0%
		HOCKEY	
ELEMENTARY SPORTS		(1) Head Coach Varsity	7.0%
(13) All Sports	1.16%		
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%	TENNIS	
CHEERLEADING		(1) Head Varsity	7.0%
(1) Head Coach, Fall & Winter	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  
EXTRA-CURRICULAR PAY SCHEDULE  
HIRED BEFORE JULY, 2007

Activity	Rate	2011-12	2012-13	2013-14		Rate	2011-12	2012-13	2013-14
		39652	40049	40449			39652	40049	40449
<b>GROUP "A"</b>						<b>FOOTBALL</b>			
(1) National Honor Society	1.3%	515.48	520.63	525.84	(1) Head Coach Varsity	7.0%	2775.64	2803.40	2831.43
(4) Elementary Student Council	1.3%	515.48	520.63	525.84	(1) Assistant Varsity	3.84%	1522.64	1537.88	1553.24
(1) 7th Grade Chorus	1.3%	515.48	520.63	525.84	(1) Reserve Head	3.53%	1399.72	1413.73	1427.85
(2) 8th Grade Chorus	1.3%	515.48	520.63	525.84	(1) Reserve Assistant	3.1%	1229.21	1241.52	1253.92
(2) Freshman Class Sponsor	1.3%	515.48	520.63	525.84	(1) Freshman (9th Grade)	2.9%	1149.91	1161.41	1173.02
(2) Sophomore Class Sponsor	1.3%	515.48	520.63	525.84					
(1) Robotics Coach	2.0%	793.04	800.97	808.98	<b>CROSS COUNTRY</b>				
(1) Robotics Coach Assistant	1.3%	515.48	520.63	525.84	(1) Head Coach Varsity	7.0%	2775.64	2803.40	2831.43
<b>GROUP "B"</b>						<b>BASKETBALL</b>			
(2) Junior Class Sponsor	2.32%	919.93	929.13	938.42	(1) Head Coach Varsity	7.0%	2775.64	2803.40	2831.43
(1) Public Address Broadcast Club	2.32%	919.93	929.13	938.42	(1) Reserve Head	3.53%	1399.72	1413.73	1427.85
					(1) Freshman (9th Grade)	2.9%	1149.91	1161.41	1173.02
<b>GROUP "C"</b>					(1) Girls Basketball	7.0%	2775.64	2803.40	2831.43
(1) Senior High Vocal Music	2.9%	1149.91	1161.41	1173.02	(1) Girls Reserve	3.53%	1399.72	1413.73	1427.85
(1) Junior High Vocal Music	2.9%	1149.91	1161.41	1173.02					
(1) Band Director	2.9%	1149.91	1161.41	1173.02	<b>SWIMMING</b>				
(1) Student Council	2.9%	1149.91	1161.41	1173.02	(1) Head Coach Varsity	7.0%	2775.64	2803.40	2831.43
(2) Stage Technicians	3.63%	1439.37	1453.76	1468.30					
(2) Senior Sponsor	3.63%	1439.37	1453.76	1468.30	<b>HOCKEY</b>				
					(1) Head Coach Varsity	7.0%	2775.64	2803.40	2831.43
<b>GROUP "D"</b>									
(1) Annual & Photography	4.07%	1613.84	1629.97	1646.27	<b>TRACK</b>				
					(1) Head Coach Varsity	7.0%	2775.64	2803.40	2831.43
<b>ELEMENTARY SPORTS</b>					(1) Assistant Varsity	3.84%	1552.64	1537.88	1553.24
(13) All Sports	1.16%	459.96	464.56	469.21	(1) Girls Track	7.0%	2775.64	2803.40	2831.43
<b>JUNIOR HIGH SPORTS (7 &amp; 8)</b>					<b>TENNIS</b>				
(2) Football	2.03%	804.94	812.98	821.11	(1) Head Varsity	7.0%	2775.64	2803.40	2831.43
(1) Basketball	2.03%	804.94	812.98	821.11	(1) Reserve Head	3.53%	1399.72	1413.73	1427.85
(1) Swimming	2.03%	804.94	812.98	821.11					
(2) Track	2.03%	804.94	812.98	821.11	<b>BASEBALL</b>				
(1) Baseball	2.03%	804.94	812.98	821.11	(1) Head Coach Varsity	7.0%	2775.64	2803.40	2831.43
					(1) Reserve Head	3.1%	1229.21	1241.52	1253.92
<b>CHEERLEADING</b>					(1) Girls Baseball	7.0%	2775.64	2803.40	2831.43
(1) Head Coach, Fall & Winter	7.0%	2775.64	2803.40	2831.43					
					<b>VOLLEYBALL</b>				
					(1) Varsity Girls	7.0%	2775.64	2803.40	2831.43
<b>2011-12 (39652)</b>									
<b>2012-13 (40049)</b>									
<b>2013-14 (40449)</b>									

ECORSE PUBLIC SCHOOLS  
EXTRA-CURRICULAR PAY SCHEDULE  
HIRED AFTER JULY, 2007

Activity	Rate	2011-12	2012-13	2013-14		Rate	2011-12	2012-13	2013-14	
		34953	35303	35656			34953	35303	35656	
<b>GROUP "A"</b>										
(1) National Honor Society	1.3%	454.39	458.94	463.53		<b>FOOTBALL</b>				
(4) Elementary Student Council	1.3%	454.39	458.94	463.53		(1) Head Coach Varsity	7.0%	2446.71	2471.21	2495.92
(1) 7th Grade Chorus	1.3%	454.39	458.94	463.53		(1) Assistant Varsity	3.84%	1342.20	1355.64	1369.19
(2) 8th Grade Chorus	1.3%	454.39	458.94	463.53		(1) Reserve Head	3.53%	1233.84	1246.20	1258.66
(2) Freshman Class Sponsor	1.3%	454.39	458.94	463.53		(1) Reserve Assistant	3.1%	1083.54	1094.39	1105.34
(2) Sophomore Class Sponsor	1.3%	454.39	458.94	463.53		(1) Freshman (9th Grade)	2.9%	1013.64	1023.79	1034.02
(1) Robotics Coach	2.0%	699.06	706.06	713.12						
(1) Robotics Coach Assistant	1.3%	454.39	458.94	463.53		<b>CROSS COUNTRY</b>				
						(1) Head Coach Varsity	7.0%	2446.71	2471.21	2495.92
<b>GROUP "B"</b>										
(2) Junior Class Sponsor	2.32%	810.91	819.03	827.22		<b>BASKETBALL</b>				
(1) Public Address Broadcast Club	2.32%	810.91	819.03	827.22		(1) Head Coach Varsity	7.0%	2446.71	2471.21	2495.92
						(1) Reserve Head	3.53%	1233.84	1246.20	1258.66
						(1) Freshman (9th Grade)	2.9%	1013.64	1023.79	1034.02
(1) Senior High Vocal Music	2.9%	1013.64	1023.79	1034.02		(1) Girls Basketball	7.0%	2446.71	2471.21	2495.92
(1) Junior High Vocal Music	2.9%	1013.64	1023.79	1034.02		(1) Girls Reserve	3.53%	1233.84	1246.20	1258.66
(1) Band Director	2.9%	1013.64	1023.79	1034.02						
(1) Student Council	2.9%	1013.64	1023.79	1034.02		<b>SWIMMING</b>				
(2) Stage Technicians	3.63%	1268.79	1281.5	1294.31		(1) Head Coach Varsity	7.0%	2446.71	2471.21	2495.92
(2) Senior Sponsor	3.63%	1268.79	1281.5	1294.31						
						<b>HOCKEY</b>				
						(1) Head Coach Varsity	7.0%	2446.71	2471.21	2495.92
<b>GROUP "D"</b>										
(1) Annual & Photography	4.07%	1427.59	1436.83	1451.2						
						<b>TRACK</b>				
						(1) Head Coach Varsity	7.0%	2446.71	2471.21	2495.92
<b>ELEMENTARY SPORTS</b>										
(13) All Sports	1.16%	405.45	409.51	413.61		(1) Assistant Varsity	3.84%	1342.20	1355.64	1369.19
						(1) Girls Track	7.0%	2446.71	2471.21	2495.92
<b>JUNIOR HIGH SPORTS (7 &amp; 8)</b>										
(2) Football	2.03%	709.55	716.65	723.82		<b>TENNIS</b>				
(1) Basketball	2.03%	709.55	716.65	723.82		(1) Head Varsity	7.0%	2446.71	2471.21	2495.92
(1) Swimming	2.03%	709.55	716.65	723.82		(1) Reserve Head	3.53%	1233.84	1246.20	1258.66
(2) Track	2.03%	709.55	716.65	723.82						
(1) Baseball	2.03%	709.55	716.65	723.82		<b>BASEBALL</b>				
						(1) Head Coach Varsity	7.0%	2446.71	2471.21	2495.92
						(1) Reserve Head	3.1%	1083.54	1094.39	1105.34
<b>CHEERLEADING</b>										
(1) Head Coach, Fall & Winter	7.0%	2446.71	2471.21	2495.92		(1) Girls Baseball	7.0%	2446.71	2471.21	2495.92
						<b>VOLLEYBALL</b>				
						(1) Varsity Girls	7.0%	2446.71	2471.21	2495.92
<b>2011-12 (34953)</b>										
<b>2012-13 (35303)</b>										
<b>2013-14 (35656)</b>										

ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN

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

	<u>Non-Degree</u>	<u>Degree</u>
Summer School	-----	\$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 **2011-2012**

August 31	Professional Development Day
September 6	Teacher's Meeting, 8:15 a.m. Record Day for Teachers
September 7	First Day for Students
September 30	Homecoming (Theme: Spread Your Wings and Fly)
October 5	Fourth Wednesday Count
October 11-20	MEAP Window
October 24-27	Make-up
November 8	District-Wide School Improvement / Professional Development (No Students)
November 23	Last Day of School Before Thanksgiving Break
November 28	First Day of School After Thanksgiving Break
December 1	End of 1 <sup>st</sup> Trimester – Ecorse Community High School
December 2	A.M. – Half Day for Bunche, Grandport, and Hope Academy P.M. School Improvement for Elementary Teachers  A.M. – Records for High School P.M. – School Improvement for High School No School for High School
December 23	Last Day of School Before Winter Break
January 9	First Day of School After Winter Break
January 16	Martin L. King Day – No School
January 26	End of 1 <sup>st</sup> Semester for Elementary School and Hope Academy
January 27	Record Day for Elementary and Hope Academy No School for Bunche, Grandport, and Hope Academy
February 8	2nd Count Day
February 17	Last Day of School Before Mid-Winter Break
February 20	President's Day
February 27	First Day of School After Mid-Winter Break
March 6-8	MME and ACT Testing
March 9	End of 2 <sup>nd</sup> Trimester – Ecorse High School
March 12	A.M. – Half Day for Bunche, Grandport, and Hope Academy P.M. – School Improvement for Elementary Teachers  A.M. – Records for High School P.M. – School Improvement for High School No School for High School Students
March 20-22	MME Make-up
April 5	Last Day of School Before Spring Break
April 16	First Day of School After Spring Break
May 7	District Wide School Improvement / Professional Development Day No School for Students

May 28	Memorial Day – No School
June 6	Graduation
June 13	Last Day of School for Students
June 14	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 **2012-2013**

August 30	Professional Development Day
September 4	Teacher's Meeting, 8:15 a.m. Record Day for Students
October 3	Fourth Wednesday Count
October 16-25	MEAP
October 29 – November 1	MEAP Make-up
November 6	Professional Development Day
November 21	Last Day of School Before Thanksgiving Break
November 26	First Day of School After Thanksgiving Break
November 29	End of 1 <sup>st</sup> Trimester – Ecorse High School
November 30	A.M. – Half Day for Bunche, Grandport, and Hope Academy P.M. School Improvement for Elementary Teachers  A.M. – Records for High School P.M. – School Improvement for High School No School for High School
December 21	Last Day for Student Before Winter Break
January 7	First Day of School After Winter Break
January 14	Martin L. King Day – No School
January 23	End of 1 <sup>st</sup> Semester for Elementary School and Hope Academy
January 24	First Day of 2 <sup>nd</sup> Semester
January 25	Record Day for Bunche, Grandport, and Hope Academy No School for Bunche, Grandport, and Hope Academy
February 6	2 <sup>nd</sup> Count Day
February 18	Last Day of School Before Mid-Winter Break President's Day
February 26	First Day of School After Mid-Winter Break
March 5-7	MME Window
March 12	Last Day of Second Trimester
March 15	A.M. – Half Day for Bunche, Grandport, and Hope Academy P.M. School Improvement for Elementary and Hope  A.M. – Staff Development – High School P.M. – Record Day – High School No Students
March 19-21	MME Make-up
March 28	Last Day of School Before Spring Break
April 8	First Day of School After Spring Break
May 6	Staff Development Day – No School for Students
May 27	Memorial Holiday – No School
June 5	Graduation
June 12	Last Day of School for Students
June 13	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 **2013-2014**

August 28	Professional Development Day
September 3	Teacher's Meeting/Record Day
September 4	First Day for Students
September 25	Fourth Wednesday Count
October 8-17	MEAP Windows
October 2-24	Make-Up
November 5	Professional Development Day
November 20	Last Day of School Before Thanksgiving
November 25	First Day of School After Thanksgiving
December 20	Last Day of School Before Winter Break
January 6	First Day of School After Winter Break
January 13	Martin L. King Day – No School
February 12	Second Count Day
February 17	Last Day of School Before Mid-Winter Break President's Day – No School
February 24	First Day of School After Mid-Winter Break
March 4-6	MME and ACT Testing
March 25-27	MME Make-Up
April 17	Last Day of School Before Spring Break
April 28	First Day of School After Spring Break
May 26	Memorial Day – No School
June 4	Graduation
June 12	Last Day of School for Students
June 13	Record Day for Teachers

CONDITIONS FOR EMPLOYMENT OF TEACHERS

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

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

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

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

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

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

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

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

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

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

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

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: Business Office  
Ecorse Public Schools  
Ecorse, MI 48229

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

It is hereby expressly understood and agreed by and between the Ecorse Federation of Teachers and the Ecorse Board of Education that the following agreements will pertain to Section 10.2.2 Reassignments and Transfers as found on pages 15 and 16 of the Agreement between the Ecorse Public Schools and the Ecorse Federation of Teachers. This Memorandum of Understanding more specifically relates to paragraph one on page 16 of the existing contract, which makes 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 eight day of August 1997 agree to actively engage in a cooperative effort to formulate procedures for the Development and implementation of new sporting and extracurricular activities for the district.

MEMORANDUM OF UNDERSTANDING  
COOPERATIVE RESTRUCTURING OF SCHOOLS

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

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

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

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

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

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

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

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

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

**TORNADO WATCH/WARNING POLICY**

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

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

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

**Revised: April 4, 2011**