

9/6/93

AGREEMENT

BETWEEN THE

ECORSE PUBLIC SCHOOLS

AND THE

ECORSE FEDERATION OF TEACHERS

Local 1425, American Federation of Teachers, AFL-CIO

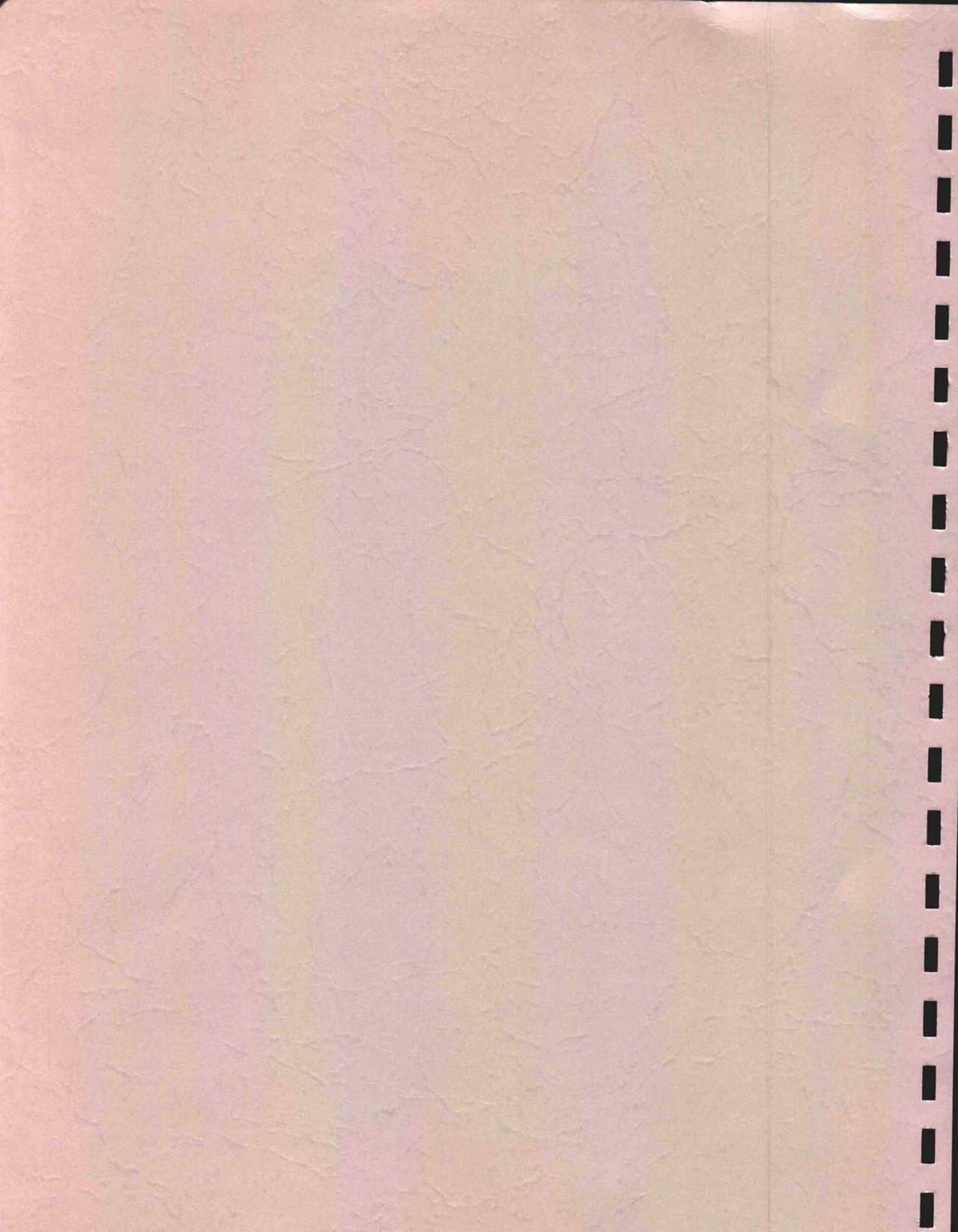
1991-92

1992-93

ECORSE PUBLIC SCHOOLS, WAYNE COUNTY  
ECORSE, MICHIGAN 48229

*Ecorse Public Schools*





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

This Agreement is entered into this 17th day of June, 1991, by and between the Board of Education of the Ecorse Public Schools, Wayne County, Michigan, hereinafter called "The Board," and the Ecorse Federation of Teachers, Local 1425, American Federation of Teachers, AFL-CIO, hereinafter called "The Union."





INDEX TO AGREEMENT

		PAGE
Article I	PREAMBLE	1
Article II	RECOGNITION	2
Article III	CONDITIONS FOR RE-EMPLOYMENT OF TEACHERS	2
Article IV	RIGHTS OF THE BOARD	2
	Use of School Equipment and/or	3
	Supplies Prohibited	
Article V	FAIR EMPLOYMENT PRACTICES	3
Article VI	UNION SECURITY	4
Article VII	RIGHTS OF THE UNION	5
7.1	Access to Board Information	5
7.2	Use of School Facilities	5
7.3	Use of Bulletin Boards and/or Mail Boxes	6
7.4	Dues Deduction	6
7.5	Detroit Teachers' Credit Union	7
7.6	Union Consultation	7
7.7	Teacher Representation	7
7.8	Staff Representation	8
7.9	Appearance at Board of Education Meetings	8
7.10	Meetings at Central Office	8
7.11	American Federation of Teachers Insurance Program	8
7.12	Union Conferences	8
7.13	Arbitration Proceedings	9
7.14	Released Time for Union President	9
7.15	Inservice Attendance	9
Article VIII	GRIEVANCE PROCEDURE	9
Article IX	SPECIAL SERVICES	13
Article X	RIGHTS OF THE TEACHER	13
10.1	Board Support of Teachers in	13
	Performance of Duties	
10.2	Promotions, Reassignments and Transfers	14
10.2.1	Promotions	14
10.2.2	Reassignments and Transfers	15
10.2.3	Lay-off and Recall Procedures	16
10.3	Personal Property of Teachers	17
10.4	Review of Personnel File	18
10.5	Relief from Substitute Responsibility	18
10.5.1	Relief Teachers	19
10.6	Professional Conference Attendance	20
	at Teacher's Request	

		PAGE
10.7	Leaves	20
10.7.1	Annual Leave Days Allowance	20
10.7.2	Leaves of Absence	23
10.7.2.1	Illness Leave	24
10.7.2.2	Maternity Leave	25
10.7.2.3	Military Leave	25
10.7.2.4	Exchange Teacher Leave	26
10.7.2.5	Peace Corps and Job Corps Leave	26
10.7.2.6	Fellowship, Internship, Scholarship Leave	26
10.7.2.7	Extended Leave	27
10.7.2.8	Bereavement Leave	27
Article XI	TEACHING CONDITIONS	27
11.1	Physical Environment	27
11.2	Services of Special Teachers	28
11.3	Subject Areas	28
11.4	Notice of Schedule	28
11.5	Personal Safety of Teachers	28
11.6	School Calendar	29
11.7	The School Day	29
11.8	Teachers Assigned to Extra-Duty Assignment	30
11.9	Handbook for Professional Employees	30
11.10	Workshops and In-service Planning	31
11.11	Curriculum Planning	31
11.12	In-Service Workshops	31
11.13	Faculty Meetings	32
11.14	Relief from Non-Teaching Duties	32
11.15	Class Size	32
11.15.1	Elementary	32
11.15.2	Secondary	33
11.15.3	Mainstreaming	33
Article XII	SALARY SCHEDULE AND OTHER BENEFITS	33
12.1	Salary Schedule	33
12.2	Longevity Pay	33
12.3	Required Tuberculosis Examination	34
12.4	Teacher Pay Period	35
12.4.1	Annual Salary Statement	35
12.4.2	Contract Distribution	36
12.5	Credit for Outside Experience	36
12.6	Medical and Hospitalization Insurance	36
12.6.1	Income Protection Insurance	37
12.7	Life Insurance	37
12.8	Tax Sheltered Annuity	38
12.9	Sabbatical Leave	38
12.10	Extra-Curricular Pay	38
12.11	Extra-Teaching Assignments	38
12.12	Extra-Duty Pay	38
12.13	Mileage Allowance	39
12.14	Severance Pay or Termination Pay	39
Article XIII	1984-85 SCHOOL YEAR	39

		PAGE
Article XIV	MATTERS CONTRARY TO AGREEMENT	39
Article XV	AGREEMENTS CONTRARY TO LAW	39
Article XVI	MATTERS NOT COVERED IN THIS AGREEMENT	40
Article XVII	HANDBOOK FOR PROFESSIONAL EMPLOYEES	40
Article XVIII	PROCEDURAL SAFEGUARDS FOR EMPLOYMENT RIGHTS OF CERTIFIED PERSONNEL	40
Article XIX	DURATION	40
Appendix "A"	TEACHERS' SALARY SCHEDULES (4 PAGES)	
Appendix "B"	EXTRA-CURRICULAR PAY SCHEDULES (2 PAGES)	
Appendix "C"	EXTRA TEACHING ASSIGNMENTS - Rate of Pay	
Appendix "D"	CALENDARS - 1991-92 AND 1992-93 SCHOOL YEARS	
Appendix "E"	CONDITIONS FOR RE-EMPLOYMENT OF TEACHERS	
Appendix "F"	AUTHORIZATION FOR PAYROLL DEDUCTIONS	
Appendix "G"	MEMORANDUM OF UNDERSTANDING DATED MARCH 15, 1982, PERTAINING TO SECTION 10.2.2	
	REASSIGNMENTS AND TRANSFERS	
Policy 5142	SAFETY PROCEDURES IN CASE OF TORNADO	





Article I

PREAMBLE

Recognizing that providing quality education 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

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 prekindergarten, elementary and secondary teachers, including relief teachers, school nurses if certified, special education teachers, school diagnosticians, visiting teachers, counselors, director of recreation, 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 herein after 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 generality 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 aides 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 procedure.

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 Laws 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 organizations is expressly prohibited.

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

#### Supplies

- A. Paper
- B. Spirit Duplicator Master Carbon
- C. Wax Stencils

#### 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, 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, or prior membership or past participation in the activities of any other employee organization.

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

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

#### Article VI

#### UNION SECURITY

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

- A. All teachers within the bargaining unit shall be free to join or not to join the Union.
- B. Within thirty (30) days after employment or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization form permitting the deduction of dues and the assessments of the Union.
- C. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization form permitting deduction of a service fee which shall be a sum equal to the Union dues which have been established by the Union for the then current school year.
- D. The Board agrees to provide the Union with an alphabetized listing of the names of all employees in the bargaining unit, including the date of employment for all new hirees. 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 employment with the Employer will be terminated. No employee shall be terminated under this Article, however, unless:
1. The Union first has notified him by letter addressed to his last known address concerning such delinquency and warning him that, unless such delinquency is corrected within seven (7) days, he will be reported to his 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 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' mail boxes, 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 building principal before posting or placement in school mail boxes.

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 who 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 Detroit Teachers Credit Union

A teacher may authorize the Payroll Department to send a designated amount of his pay check to the Detroit Teachers Credit Union. The balance, if any, of the pay check 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 alternate teacher designee, inform the principal of such designation. The principal will recognize the Union Building Representative so designated as the official representative of the Union in the school.

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 principal 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 the Thursday immediately preceding the Board meeting. This 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 principal'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 President of the Union shall receive one released period per day or its equivalent to be arranged between the Superintendent of Schools and the Union President for conducting Union business. The Union will reimburse the Board one-sixth (1/6) of the President's contractual salary beginning with the school year 1974-75.

7.15 Inservice Attendance

Employees are expected to 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 principal of the school with the object of resolving the matter informally:
1. By a teacher in person on his 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 principal 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 principal:

1. By the aggrieved teacher in person on his 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 principal shall communicate his 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 principal, an appeal from the decision may be made to the Superintendent of Schools or his designated representative. The appeal shall be in writing and shall be accompanied 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 designated representative, unless the grievance is being processed by an aggrieved teacher in person on his own 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 decision, in writing, together with supporting reasons, to the principal, 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 hold a hearing on the grievance. 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 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 decision not later than thirty (30) calendar days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he

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 services, including his 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 hearings shall be held during the school day.
- Section 4. If a grievance arises from the action of authority higher than the principal 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 I 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 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 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 the retarded
- (2) Psychological and psychiatric services
- (3) Library services for high schools
- (4) Health services
- (5) Remedial instruction
- (6) Visiting teacher

#### Article X

#### RIGHTS OF THE TEACHER

##### 10.1 Board Support of Teachers in Performance of Duties

10.1.1 The Board recognizes its responsibility to give support and assistance to all teachers with respect to maintenance of control and discipline in the classroom. To this end, the Board shall accept the responsibility to inform students and their parents at the beginning of the school year or as soon as it is practically feasible, of the Student Code of Conduct.

10.1.2 Any case of unprovoked assault upon a teacher will result in prompt suspension of the student and shall be promptly reported to the Board or its designated representative for consideration as to the future status of said student in the Ecorse Public Schools. The Board will provide legal counsel to advise the teacher of his 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 employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, to the extent that such legal counsel and/or other costs are not covered by insurance.

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

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

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

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

10.2.1 Promotions  
For the purpose of this Article, a promotion shall mean a change to an administrative position.

During A Time When School Is In Session  
Notices of all promotional vacancies and newly created promotional positions shall be prominently posted in an appropriately designated place in each school for not less than six working days after the vacancy or new position is determined to exist. A copy of such notice shall also be forwarded to the Union. The Board may fill positions on a temporary or substitute basis without giving notice, provided that the Board shall, within four (4) weeks from the date of filling 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 within the Ecorse Public Schools shall be the determining factor.

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.

Notices of such vacancies resulting from mandatory retirements shall be announced on or before November 1 of the school year in which retirement is mandated. Other such vacancies that occur as the result of announced intent to resign at the end of the school year shall be announced periodically as they are determined.

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

10.2.2 Reassignments and Transfers

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

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

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

Vacancies shall be filled first by teachers who are certified and qualified. Where applicable, qualified shall mean meeting the standards established by the North Central Association of Schools for the position. If more than one teacher who is both certified and qualified bids on a position, the determining factor in awarding the position shall be seniority. If there are no qualified applicants, the position shall be awarded to the most senior applicant provided that this applicant shows continuous progress toward attaining the qualifications and completes the required course work within two (2) years. 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.

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

Seniority for purposes of this section is defined as:

IN THE ELEMENTARY SCHOOLS:

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

IN THE HIGH SCHOOL:

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

10.2.3

Lay-off and Recall Procedures

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

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

## RECALL

When an opening necessitating recall occurs, teachers who have been laid off will be recalled in the reverse order in which they were laid off, provided they have met the certification and qualification (See Section 10.2.2) requirements for the teaching position which has become available. As openings occur, the Board will contact each qualified person on the "Recall List" by certified mail at the last address provided by the employee. It shall be the responsibility of the employee to assure that a correct mailing address is on file. The contact letter will indicate the position which is open, the order of seniority of the persons being contacted, and the response date, which shall not be less than fifteen (15) calendar days. In the event that there is no written response from the teacher to the notice of recall within fifteen (15) calendar days from the time the letter was received, the teacher's right to recall shall be terminated. The teacher shall send his 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 to a full-time study program or a contractual term of employment and is recalled, he 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 will present his 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 is now certified and qualified. If the qualifications are valid, the Board shall recall the more senior teacher. At the teachers' request, the Board will supply information which would help teachers to qualify themselves for other teaching positions or provide information in areas which the Board has or anticipates future needs.

### 10.3

#### Personal Property of Teachers

The Board will reimburse teachers, in the amount of the actual cash value not to exceed \$100, nor less than \$10, for damage or destruction while on duty in the school or on school-approved duties involving pupil supervision, of his 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 this 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 own insurance if any. The Board of Education shall determine the actual cash value of any loss sustained and covered by this provision.

10.4

Review of Personnel File

Each teacher shall have the right, upon reasonable request, to review the contents of his 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 has read such material by affixing his 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. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.

The Board shall furnish the teacher with at least one copy of any material placed in the file after July 1, 1967.

10.5

Relief from Substitute Responsibility

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

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

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

10.5.1

Relief Teachers

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

Assigned Substitute--BASIS FOR PAYMENT:

Whenever an employee becomes ill or is unable to perform his/her duties as a teacher for an extended period of time, the building principal should attempt to use the same substitute teacher. Whenever a day-to-day substitute teacher teaches a minimum of twenty (20) 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 school year is defined as 200 school days). An assigned substitute teacher shall be paid retroactive to the first of the twenty (20) days he/she began teaching for that specific teacher. An assigned substitute teacher shall also be entitled to:

- A. Sick leave-one and one-half (1 1/2) days for each twenty (20) 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. Insurance benefits as soon as enrollment periods allow. Payments for benefits will not extend beyond the last day of the month in which assigned substitute's assignment is terminated.
- D. 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.
- E. Beginning on the twenty-first (21st) 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.

10.6

Professional Conference Attendance at Teacher's Request

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

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

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

1. Conferences may be approved to a distance of a 300-mile radius from the City of Ecorse. Any request to attend a conference beyond the 300-mile radius of the City of Ecorse shall require the recommendation of Superintendent and the approval of the Board of Education.
2. Transportation: Reimbursement for the use of an automobile shall be paid at 15 cents 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.

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 pay.

10.7

Leaves

10.7.1

Annual Leave Days Allowance

1. Annual Sick Leave Allowance

- A. All certified employees of the Board of Education except emergency substitutes not assigned to regular teaching



positions shall be allowed for certain absences 1.5 days per contract month per year. These days shall be credited to the employee's sick leave bank at the beginning of his contract year of employment.

- B. During his employment, an employee shall have available for his use, without loss of pay, only those days credited to his sick leave bank. These days may be taken in no less than quarter-day increments.
  - C. If an employee's sick bank is reduced to five (5) days, one week's pay will be withheld for the balance of the school year. Any pay due at the close of the school year will be paid no later than two weeks after the close of the school year.
  - D. A teacher may accumulate an unlimited number of days in his accumulative sick leave bank.
  - E. Those individuals employed for the school year who use five (5) or fewer leave days in that school year will be awarded a bonus of two (2) additional leave days. This provision pertains to employees hired no later than October 31 of the school year.
- II. Absences Charged to Annual Sick Leave Bank (All absences shall be reported to the administration as early as possible.)
- A. Personal Illness.
  - 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 home in the household of the employee or for whose funeral arrangements the employe is responsible.
      - b. For each death - not to exceed five working days.
    - 2. Emergency illness in immediate family. (When necessary care cannot be otherwise arranged.) Not to exceed five days.
    - 3. Attendance at funerals of close relatives and friends. Not to exceed three days.
    - 4. Attendance at weddings in immediate family. Not to exceed three days.

5. Employee's own wedding - not to exceed five 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 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 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 immediate supervisor to confirm his absence verbally.

No personal use days may be taken on the scheduled work day before or the scheduled work day 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 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

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 leaves of absence is subject to the following 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 leaves 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 terminated.

10.7.2.1 Illness Leave

Any teacher or his 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 will be unable to return to active duty at the conclusion of the ninety-day period, he, or his authorized agent, may file a written request, accompanied by a written corroborative statement from the certified contract employee's physician, with the Superintendent to be placed on an illness leave at the conclusion of the ninety-day period.
- (4) Failure to specifically request an illness leave will automatically terminate the teacher's employment with the Ecorse Public Schools.
- (5) Each teacher who wishes to designate an authorized agent for the purpose of requesting an illness leave, shall sign the following statement to be placed on file:

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

\_\_\_\_\_  
Teacher's Signature

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

10.7.2.2 Maternity Leaves

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

10.7.2.3 Military Leave



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

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

- (1) When a teacher who meets the requirements of (2) herein is ordered to report for reserve training military duty at a time when it conflicts with his 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 principal (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 intends to return to the employ of the Board at the termination of the leave.

10.7.2.8 Bereavement Leave

All employees shall be provided up to three (3) days leave for funerals not to be charged against the employee's sick leave bank. This funeral leave provision shall apply for members of an employee's immediate 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 or death certificate.

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, conference 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.

Duplicating equipment shall be provided in the high school for the primary use of teachers for the preparation of educational materials. Each elementary school building will be equipped with a primary typewriter. The high school building will be provided with two typewriters for teacher's use--one having primary type.

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 rotation basis. The class size of any split class shall not exceed twenty-five (25) pupils.

11.4 Notice of Schedule

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

11.5 Personal Safety of Teachers

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

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

B. Other Acts of God: When school is called off and announced through public media, teachers will not be required to report. In such cases, no teacher will be charged with this time off.

C. Health and Safety: When school is called off after classes are in session, teachers will be dismissed after the building is cleared. Only those teachers who actually reported will be given the remainder of the day off without loss of time.

11.6

School Calendar

The Board agrees that the work year shall not be longer than 190 duty days as defined below nor less than 185 duty days. Under no circumstances shall pupils be scheduled for fewer than 180 attendance days. The beginning date of the school year shall be the Monday preceding Labor Day.

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

The calendars for the school years 1991-92 and 1992-93 are attached hereto and made a part hereof of Appendix "D".

11.7

The School Day

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

The normal duty day for teachers involved in regular classroom instruction, including all special teachers, shall be six (6) hours, thirty-five (35) minutes (395) minutes), excluding the lunch period, and shall be distributed as follows:

- A. 310 minutes assigned to pupil instruction. Special responsibility time may be substituted for teaching time by the Building Principal.

(NOTE: The Board does recognize that there is a difference in the interests and creativity of teachers and what teachers may feel is necessary to be done during the time the special teacher has her class. Such activities must be approved by the Principal. A list of such activities and any similar activities will be developed, a program to be implemented by the Principal and his staff, subject to ratification by the Board.)

- B. Fifty-five (55) consecutive minutes of instructional preparation at secondary school level, sixty (60) cumulative minutes of instructional preparation at the elementary school level.
- C. Thirty (30) minutes total as assigned by the Principal in the High School, twenty-five (25) minutes total as assigned by the Principals in the Elementary Schools, before and/or after morning and/or afternoon class sessions.

- D. Counselors, nurses, diagnosticians, and visiting teachers shall have a normal duty day of six (6) hours thirty-five (35) minutes (395 minutes), excluding the lunch period.
- E. It is agreed by the Board and the Union that secondary teachers will be assigned a workload of five instructional periods during the normal duty day, and the homeroom period will include the ten additional minutes with the proviso that the assignments meet the Policies and Standards for the Accreditation of Secondary Schools - North Central Association of Colleges and Schools. In the elementary grades (K through 8), the additional ten minutes will be scheduled at the beginning of the school day.

It is further agreed that secondary teachers will be assigned a workload of five instructional periods with the proviso that such assignments will not require new or additional personnel.

- F. The Board and the Union agree that at least thirty (30) hours per school year will be used for teacher inservice including school improvement activities. These activities will be accomplished during the school day. These sessions will be scheduled by the school improvement committees. Each building committee will have at least three (3) teacher members chosen by the teachers in the respective building. Each building will schedule an average of at least two (2) one-half (1/2) days each month to accomplish school improvement activities. No two buildings will schedule inservice meetings for the same one-half days.

The teachers' day shall also include at least a fifty-minute lunch period free from duty.

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

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

#### 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 four (4) such assignments. These shall be distributed equally among the entire building staff. All assignments in excess of three (4) shall be paid at the rate established in Appendix C and shall be accepted on a voluntary basis.

#### 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, Funded Programs, and Driver Education 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 adult education will be at the rate established in Appendix C.

#### 11.10 Workshops and In-Service Planning

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

#### 11.11 Curriculum Planning

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

#### 11.12 In-Service Workshops

Workshop days will be incorporated into the calendar so as to maintain the 180 attendance days.

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 one-half hour before the end of the school day.

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 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) Collection of milk fees more than once a month.
- (2) Gym Fees.
- (3) Form 9's, CA39's, CA60's, and health records and forms within, except on record days
- (4) Scoring standardized tests required by the school system; where machine-scored tests are not available, teachers will score
- (5) Collection of insurance fees.

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 principal of the elementary schools shall be directed by the Superintendent to equalize the classloads 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 established maximize class sizes 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 |

11.15.2 Secondary

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

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

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

\*If applicable during the course of the school year.

11.15.3 Mainstreaming

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

Article XII

SALARY SCHEDULE AND OTHER BENEFITS

12.1 Salary Schedule

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

12.2 Longevity Pay

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

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

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

The Schedule of Longevity Pay is as follows:

Beginning the 11th year of employment and continuing through the 15th year of employment	\$100 added to base salary
Beginning the 16th year of employment	\$250 added to base salary
Beginning the 17th 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 the 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 has completed his tenth year of service in the Ecorse Public Schools.

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

### 12.3

#### Required Tuberculosis Examination

A certificate of freedom from tuberculosis must be filed by each teacher prior to the work year with the building principal in accordance with the schedule established in Rule 325.898. School personnel. Rule 8. Effective October 28, 1977, the revised rules require 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. Where a skin test proves to be positive, the Board shall require an x-ray.

12.4

Teacher Pay Period

Annual salaries will be paid in twenty and two one-half (1/2, 20, 1/2) equal installments during the 1991-92 school year and twenty-one equal installments during the 1992-93 school year, payable every two weeks during the school year, in accordance with the pay date schedules established by the Business Office.

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

Pay Periods for

1990-91 School Year

1992-93 School Year

August 30, 1991 (1/2 Pay)  
September 13, 1991  
September 27, 1991  
October 11, 1991  
October 25, 1991  
November 8, 1991  
November 22, 1991  
December 6, 1991  
December 20, 1991  
January 3, 1992  
January 17, 1992  
January 31, 1992  
February 14, 1992  
February 28, 1992  
March 13, 1992  
March 27, 1992  
April 10, 1992  
April 24, 1992  
May 8, 1992  
May 22, 1992  
June 5, 1992  
June 19, 1992, 1992 (1/2 Pay)

September 11, 1992  
September 25, 1992  
October 9, 1992  
October 23, 1992  
November 6, 1992  
November 20, 1992  
December 4, 1992  
December 18, 1992  
January 1, 1993  
January 15, 1993  
January 29, 1993  
February 12, 1993  
February 26, 1993  
March 12, 1993  
March 26, 1993  
April 9, 1993  
April 23, 1993  
May 7, 1993  
May 21, 1993  
June 4, 1993  
June 18, 1993

12.4.1

Annual Salary Statement

The Board agrees that on or before the issuance of the second pay check, following ratification, teachers shall receive from the Ecorse Public Schools a statement indicating their position on the salary schedule, their contract salary which includes longevity pay, if any, as well as any payment for M.A. + 6 hours, and any payment for extra-curricular activities for the school year.



12.4.2 Contract Distribution

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

12.5 Credit for Outside Experience

A new 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 ten 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. (Degree plus equivalent of Michigan Provisional or Permanent Certificate excluding special certificate.)
  - 1. Service to the Ecorse Public Schools, regardless of the certificate held, shall be counted the same as regular service.
- 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 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 computation, 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, has authorized the Blue Cross-Blue Shield Hospitalization Insurance Premiums be paid in full for all teachers and their families under Comprehensive Hospital Care (Basic), MVF I, semi-private room, ML Rider-No cost for x-rays and lab work; Prescription Drug Rider (\$2.00 deductible), Master/Major Medical and COB - Coordination of Benefits. Specifically excluded from the Article for payment by the Board of Education are Riders "S", sponsored dependent, and "F", family continuation. Nothing in this Article shall

deter a teacher from adding these riders to his policy for payment by the teacher on payroll deduction.

- B. Board agrees to allow teachers to elect as alternate hospitalization protection the Blue Cross-Blue Shield Metro-Health Plan.
- C. The Board shall provide Optical Insurance coverage, Cooperative Services, Inc., Plan "C".
- D. The Board shall provide dental insurance for the 1991-92 and 1992-93 school years, Class I and II benefits, maximum coverage per person per school year, \$700 with 50-50 co-pay, and Class III benefits, \$500 maximum with 50-50 co-pay.

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

Teachers leaving employment by the Board or on leave of absence other than Sabbatical, are not eligible to receive the benefit beyond their last date of employment or date of leaving. The teacher, in these instances, is responsible for the full cost of his 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 1991-92	\$30,000
School Year 1992-93	\$35,000

12.8 Tax-Sheltered Annuity

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

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

12.9 Sabbatical Leave

The compensation for a teacher on Sabbatical Leave shall be 50% of the teacher's annual salary, as set forth in the then current teacher's salary schedule, pro-rated for the length of the above leave. Blue Cross-Blue Shield and Life Insurance premiums shall be paid by the Board of Education for a teacher on authorized Sabbatical Leave. Regulations governing Sabbatical Leave are set forth in the Handbook for Professional Employees (Policy No. 4119).

12.10 Extra-Curricular Pay

The Board agrees to pay on a current basis those monies earned for extra-duty responsibilities which are year-long 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.

12.11 Extra-Teaching Assignments

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

12.12 Extra-Duty Pay

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

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

12.13 Mileage Allowance

A mileage allowance of twenty-four cents (\$.24) per mile shall be paid all teachers when using their cars for approved school business. Any teacher using his car on a weekly basis shall be required to submit monthly reimbursement requests.

12.14 Severance Pay or Termination Pay

Certificated employees of the Ecorse Public Schools are awarded one and one-half days per contract month sick leave, accumulative without limit. Any full-time certificated employee shall, upon severance due to retirement or death, receive pay for one-half of the days accumulated in his 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 sick leave bank.

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 employee will be made to the beneficiary or to the estate of the deceased.

Article XIII

1984-85 SCHOOL YEAR

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

Article XIV

MATTERS CONTRARY TO AGREEMENT

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

Article XV

AGREEMENTS CONTRARY TO LAW

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

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

#### Article XVI

##### MATTERS NOT COVERED IN THIS AGREEMENT

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

#### Article XVII

##### HANDBOOK FOR PROFESSIONAL EMPLOYEES

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

#### Article XVIII

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

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

#### Article XIX

##### DURATION

This Agreement shall become effective as of August 26, 1991, and shall remain in full force and effect until Labor Day, 1993. This Agreement supersedes and cancels all previous Agreements, verbal, or written, between the Board and the Union and constitutes the entire Agreement between the two parties.

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  
27385 W. Outer Drive  
Ecorse, MI 48229

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

or personally served upon either party.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*June 13, 1991  
\*\*June 17, 1991



ECORSE PUBLIC SCHOOL  
ECORSE, MICHIGAN

1991-92 TEACHERS' SALARY SCHEDULE 6%

	B.A. Degree	B.A. + 10 Hrs.	B.A. + 20 Hrs.	B.A. + 30 Hrs.	M.A. Degree	2nd M.A Ed.Sp.	Doctorate Degree
Step 1	24,427	24,652	24,877	25,102	26,596	26,796	27,296
2	25,104	25,329	25,554	25,779	27,954	28,154	28,654
3	26,326	26,551	26,776	27,001	29,446	29,646	30,146
4	27,680	27,905	28,130	28,355	30,883	31,083	31,583
5	29,166	29,391	29,616	29,841	33,378	33,578	34,078
6	30,804	31,029	31,254	31,479	35,277	35,477	35,977
7	32,434	32,659	32,884	33,109	37,316	37,516	38,016
8	34,326	34,551	34,776	35,001	39,487	39,687	40,187
9	36,366	36,591	36,816	37,041	41,794	41,994	42,494
10	38,536	38,761	38,986	39,211	44,234	44,434	44,934
11					47,627	47,827	48,327

Longevity--Ecorse Public Schools:

M-11-15	38,636	38,861	39,086	39,311	47,727	47,927	48,427
M-16	38,886	39,111	39,336	39,561	47,977	48,177	48,677
M-17	38,916	39,141	39,366	39,591	48,007	48,207	48,707
M-18	38,946	39,171	39,396	39,621	48,037	48,237	48,737
M-19	38,976	39,201	39,426	39,651	48,067	48,267	48,767
M-20	39,006	39,231	39,456	39,681	48,097	48,297	48,797
M-21	39,036	39,261	39,486	39,711	48,127	48,327	48,827
M-22	39,066	39,291	39,516	39,741	48,157	48,357	48,857
M-23	39,096	39,321	39,546	39,771	48,187	48,387	48,887
M-24	39,126	39,351	39,576	39,801	48,217	48,417	48,917
M-25	39,156	39,381	39,606	39,831	48,247	48,447	48,947
M-26	39,186	39,411	39,636	39,861	48,277	48,477	48,977
M-27	39,216	39,441	39,666	39,891	48,307	48,507	49,007
M-28	39,246	39,471	39,696	39,921	48,337	48,537	49,037
M-29	39,276	39,501	39,726	39,951	48,367	48,567	49,067
M-30	39,306	39,531	39,756	39,981	48,397	48,597	49,097
M-31	39,336	39,561	39,786	40,011	48,427	48,627	49,127
M-32	39,366	39,591	39,816	40,041	48,457	48,657	49,157
M-33	39,396	39,621	39,846	40,071	48,487	48,687	49,187
M-34	39,426	39,651	39,876	40,101	48,517	48,717	49,217
M-35	39,456	39,681	39,906	40,131	48,547	48,747	49,247
M-36	39,486	39,711	39,936	40,161	48,577	48,777	49,277
M-37	39,516	39,741	39,966	40,191	48,607	48,807	49,307
M-38	39,546	39,771	39,996	40,221	48,637	48,837	49,337
M-39	39,576	39,801	40,026	40,251	48,667	48,867	49,367
M-40	39,606	39,831	40,056	40,281	48,697	48,897	49,397



ECORSE PUBLIC SCHOOL  
ECORSE, MICHIGAN

1992-93 TEACHERS' SALARY SCHEDULE 6% over 91-92

	B.A. Degree	B.A. + 10 Hrs.	B.A. + 20 Hrs.	B.A. + 30 Hrs.	M.A. Degree	2nd M.A Ed.Sp.	Doctorate Degree
Step 1	25,892	26,117	26,342	26,567	28,192	28,392	28,892
2	26,610	26,835	27,060	27,285	29,632	29,832	30,332
3	27,906	28,131	28,356	28,581	31,212	31,412	31,912
4	29,341	29,566	29,791	30,016	32,736	32,936	33,436
5	30,916	31,141	31,366	31,591	35,381	35,581	36,081
6	32,652	32,877	33,102	33,327	37,393	37,593	38,093
7	34,380	34,605	34,830	35,055	39,555	39,755	40,255
8	36,386	36,611	36,836	37,061	41,856	42,056	42,556
9	38,548	38,773	38,998	39,223	44,301	44,501	45,001
10	40,848	41,073	41,298	41,523	46,888	47,088	47,588
11					50,484	50,684	51,184

Longevity--Ecorse Public Schools:

M-11-15	40,948	41,173	41,398	41,623	50,584	50,784	51,284
M-16	41,198	41,423	41,648	41,873	50,834	51,034	51,534
M-17	41,228	41,453	41,678	41,903	50,864	51,064	51,564
M-18	41,258	41,483	41,708	41,933	50,894	51,094	51,594
M-19	41,288	41,513	41,738	41,963	50,924	51,124	51,624
M-20	41,318	41,543	41,768	41,993	50,954	51,154	51,654
M-21	41,348	41,573	41,798	42,023	50,984	51,184	51,684
M-22	41,378	41,603	41,828	42,053	51,014	51,214	51,714
M-23	41,408	41,633	41,858	42,083	51,044	51,244	51,744
M-24	41,438	41,663	41,888	42,113	51,074	51,274	51,774
M-25	41,468	41,693	41,918	42,143	51,104	51,304	51,804
M-26	41,498	41,723	41,948	42,173	51,134	51,334	51,834
M-27	41,528	41,753	41,978	42,203	51,164	51,364	51,864
M-28	41,558	41,783	42,008	42,233	51,194	51,394	51,894
M-29	41,588	41,813	42,038	42,263	51,224	51,424	51,924
M-30	41,618	41,843	42,068	42,293	51,254	51,454	51,954
M-31	41,648	41,873	42,098	42,323	51,284	51,484	51,984
M-32	41,678	41,903	42,128	42,353	51,314	51,514	52,014
M-33	41,708	41,933	42,158	42,383	51,344	51,544	52,044
M-34	41,738	41,963	42,188	42,413	51,374	51,574	52,074
M-35	41,768	41,993	42,218	42,443	51,404	51,604	52,104
M-36	41,798	42,023	42,248	42,473	51,434	51,634	52,134
M-37	41,828	42,053	42,278	42,503	51,464	51,664	52,164
M-38	41,858	42,083	42,308	42,533	51,494	51,694	52,194
M-39	41,888	42,113	42,338	42,563	51,524	51,724	52,224
M-40	41,918	42,143	42,368	42,593	51,554	51,754	52,254





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

1. Sick Leave with unlimited accumulation at the rate of 1.5 days per contract month of employment. (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. Full-family, semi-private MVF, ML Rider, \$2 deductible Prescription Drug Rider, plus Master/Major Medical and COB. (See Section 12.6)
4. Thirty thousand dollars (\$30,000) term life insurance for the School Year 1991-92 and thirty-five thousand dollars (\$35,000) for the School Year 1992-93. (See Section 12.7)
5. Sabbatical Leave -- not to exceed one school year at one-half salary with Blue Cross-Blue Shield and Life Insurance Premiums paid. (See Section 12.9)
6. Extra-Curricular Pay according to schedule. (See Appendix "B")
7. Payment for school-sponsored Summer School, Adult Education, Driver Education, and Substitute Teaching according to schedule. (See Appendix "C")
8. \$150.00 for six approved credit hours beyond M.A. Degree according to Policy 4143.
9. Holidays and Vacation Days in accordance with the School Calendar. (See Appendix "D")
10. The Board shall provide Optical Insurance through Cooperative Services, Inc. - Plan "C".
11. The Board shall provide Dental Insurance in accordance with Section 12.6.

Hours Beyond the Bachelor's Degree (Semester Hours)

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

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

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.

CORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN

APPENDIX "B"  
PAGE 1

EXTRA-CURRICULAR PAY SCHEDULE, 1991-92

<u>ACTIVITY</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>	<u>RATE OF PAY</u>
Group "A"		FOOTBALL	
(1) Forensics	412.00	(1) Head Coach Varsity *	1,442.00
(1) GRA (Junior High)	412.00	(1) Assistant Varsity *	1,236.00
(1) Junior High Cheerleaders	412.00	(1) Reserve Head *	1,107.00
(1) National Honor Society	412.00	(1) Reserve Assistant *	1,004.00
(1) Future Homemakers	412.00	(1) Freshman (9th Grade) *	876.00
(4) Safety Patrol Sponsors	412.00		
(4) Elementary Student Council	412.00	CROSS COUNTRY	
(1) 7th Grade Chorus	412.00	(1) Head Coach Varsity *	1,107.00
(1) 7th Grade Newspaper	412.00		
Group "B"		BASKETBALL	
(1) Synchronettes	1,030.00	(1) Head Coach Varsity	1,442.00
(2) Junior Class Sponsor	747.00	(1) Reserve Head	1,107.00
(1) Public Address	747.00	(1) Freshman (9th Grade)	876.00
		(1) Girls Basketball	1,442.00
		(1) Girls Reserve	1,107.00
Group "C"		SWIMMING	
(1) Sr. High Vocal Music	876.00	(1) Head Coach Varsity	1,442.00
(1) Jr. High Vocal Music	876.00		
(1) Band Director	876.00	HOCKEY	
(2) Student Council	876.00	(1) Head Coach Varsity	1,442.00
(1) GRA (Senior High)	876.00		
(1) Senior High Cheerleaders	876.00	TRACK	
(1) Printing Service	876.00	(1) Head Coach Varsity	1,442.00
(1) Stage Technicians	1,185.00	(1) Assistant Varsity	1,236.00
(2) Senior Sponsor	1,185.00	(1) Girls Track	1,442.00
Group "D"		TENNIS	
(1) Audio-Visual	1,339.00	(1) Head Varsity	1,236.00
(1) Annual & Photography	1,339.00	(1) Reserve Head	1,107.00
ELEMENTARY SPORTS		BASEBALL	
(13) All Sports	361.00	(1) Head Coach Varsity	1,442.00
		(1) Reserve Head	1,004.00
		(1) Girls Baseball	1,442.00
		JUNIOR HIGH SPORTS	
		(2) Football	618.00
		(1) Basketball	618.00
		(1) Swimming	618.00
		(2) Track	618.00
		(1) Baseball	618.00

Note: (\*) Includes one week prior to school.



ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN

APPENDIX "B"  
PAGE 2

EXTRA-CURRICULAR PAY SCHEDULE, 1992-93

<u>ACTIVITY</u>	<u>RATE OF PAY</u>	<u>ACTIVITY</u>	<u>RATE OF PAY</u>
Group "A"		FOOTBALL	
(1) Forensics	424.00	(1) Head Coach Varsity *	1,485.00
(1) GRA (Junior High)	424.00	(1) Assistant Varsity *	1,273.00
(1) Junior High Cheerleaders	424.00	(1) Reserve Head *	1,140.00
(1) National Honor Society	424.00	(1) Reserve Assistant *	1,034.00
(1) Future Homemakers	424.00	(1) Freshman (9th Grade) *	902.00
(4) Safety Patrol Sponsors	424.00		
(4) Elementary Student Council	424.00	CROSS COUNTRY	
(1) 7th Grade Chorus	424.00	(1) Head Coach Varsity *	1,140.00
(1) 7th Grade Newspaper	424.00		
Group "B"		BASKETBALL	
(1) Synchronettes	1,061.00	(1) Head Coach Varsity	1,485.00
(2) Junior Class Sponsor	747.00	(1) Reserve Head	1,140.00
(1) Public Address	747.00	(1) Freshman (9th Grade)	902.00
		(1) Girls Basketball	1,485.00
		(1) Girls Reserve	1,140.00
Group "C"		SWIMMING	
(1) Sr. High Vocal Music	902.00	(1) Head Coach Varsity	1,485.00
(1) Jr. High Vocal Music	902.00		
(1) Band Director	902.00	HOCKEY	
(2) Student Council	902.00	(1) Head Coach Varsity	1,485.00
(1) GRA (Senior High)	902.00		
(1) Senior High Cheerleaders	902.00	TRACK	
(1) Printing Service	902.00	(1) Head Coach Varsity	1,485.00
(1) Stage Technicians	1,221.00	(1) Assistant Varsity	1,273.00
(2) Senior Sponsor	1,221.00	(1) Girls Track	1,485.00
Group "D"		TENNIS	
(1) Audio-Visual	1,379.00	(1) Head Varsity	1,273.00
(1) Annual & Photography	1,379.00	(1) Reserve Head	1,140.00
ELEMENTARY SPORTS		BASEBALL	
(13) All Sports	361.00	(1) Head Coach Varsity	1,485.00
		(1) Reserve Head	1,034.00
		(1) Girls Baseball	1,485.00
		JUNIOR HIGH SPORTS	
		(2) Football	637.00
		(1) Basketball	637.00
		(1) Swimming	637.00
		(2) Track	637.00
		(1) Baseball	637.00

Note: (\*) Includes one week prior to school.





ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGANEXTRA TEACHING ASSIGNMENTS - RATE OF PAY  
1991-92 AND 1992-93 SCHOOL YEARS

	<u>Non-Degree</u>	<u>Degree</u>
Summer School	--	\$15.00 per hour
Adult Education	\$7.30 per hour	\$15.00 per hour
Driver Education	--	\$15.00 per hour
Emergency Substitute Teaching (Regular staff doing emergency substitute work in High School)	--	\$15.00 per hour
Funded Programs	--	\$15.00 per hour



ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN 48229

CALENDAR -- SCHOOL YEAR 1991-92\*

August 26	General Teachers' Meeting, 8:30 A. M., Auditorium Building Teachers' Meetings, 10:30 A. M.
August 27	A. M.--First 1/2 Day for Students P. M.--1/2 Day for Staff Inservice
August 28	A. M.--1/2 Day for Students P. M.--1/2 Day for Staff Inservice
August 29	First Full Day for Students
September 2	Labor Day - No School
September 3	Students Return - First Day of School After Labor Day
September 27	Fourth Friday Count
November 27	Schools Dismiss at Close of Day
November 28	Thanksgiving Day
November 29	No School
December 2	First Day of School After Thanksgiving Recess
December 20	Schools Dismiss at the Close of Day for Winter Break
January 6	First Day of School After Winter Break
January 15	End of 1st Semester, 1991-92 School Year, for Students
January 16-17	Teacher Record Days (No School for Students)
January 17	End of First Semester, 1991-92 School Year
January 20	Martin Luther King's Birthday Observance - No School
January 21	First Day of Second Semester
February 14	Schools Dismiss at the Close of Day for Mid-Winter Break
February 24	First Day of School After Mid-Winter Break
April 16	Schools Dismiss at Close of Day for Spring Break
April 27	First Day of School After Spring Break
May 25	Memorial Day Observance -- No School
June 7	Baccalaureate
June 10	Commencement
June 11	End of 1991-92 School Year for Students
June 12	Teacher Record Day (No School for Students)
June 15	Teacher Option Day (Final Reports Will Be Mailed)

\*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.

In-service workshop days during the school year will be scheduled.

5/08/91



ECORSE PUBLIC SCHOOLS  
ECORSE, MICHIGAN 48229

## CALENDAR -- SCHOOL YEAR 1992-93\*

August 31	General Teachers' Meeting, 8:30 A. M., Auditorium Building Teachers' Meetings, 10:30 A. M.
September 1	A. M.--First 1/2 Day for Students P. M.--1/2 Day for Staff Inservice
September 2	A. M.--1/2 Day for Students P. M.--1/2 Day for Staff Inservice
September 3	First Full Day for Students
September 7	Labor Day - No School
September 8	Students Return - First Day of School After Labor Day
October 2	Fourth Friday Count
November 25	Schools Dismiss at Close of Day
November 26	Thanksgiving Day
November 27	No School
November 30	First Day of School After Thanksgiving Recess
December 18	Schools Dismiss at the Close of Day for Winter Break
January 4	First Day of School After Winter Break
January 18	Martin Luther King's Birthday Observance - No School
January 20	End of 1st Semester, 1992-93 School Year, for Students
January 21-22	Teacher Record Days (No School for Students)
January 22	End of First Semester, 1992-93 School Year
January 25	First Day of Second Semester
February 19	School Dismiss at the Close of Day for Mid-Winter Break
March 1	First Day of School After Mid-Winter Break
April 8	Schools Dismiss at Close of Day for Spring Break
April 19	First Day of School After Spring Break
May 31	Memorial Day Observance -- No School
June 13	Baccalaureate
June 16	Commencement
June 17	End of 1992-93 School Year for Students
June 18	Teacher Record Day (No School for Students)
June 21	Teacher Option Day (Final Reports Will Be Mailed)

\*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.

In-service workshop days during the school year will be scheduled.

5/08/91





Conditions for Re-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 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 been 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 the 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.

CONDITIONS FOR EMPLOYMENT OF TEACHERS - 1968-69

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

- (\*) My dues for membership in the Ecorse Federation of Teachers, Local 1425, AFT, AFL-CIO
- (\*) My service to the Ecorse Federation of Teachers, Local 1425, AFT, AFL-CIO, in accordance with Article VI, paragraph C, of the "Agreement between the 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 a 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 referenced Article of the agreement between the Board of Education and the Ecorse Federation of Teachers.
2. Both parties further agree all bargaining unit members, with the exception of the specific exclusions noted, will be included in determining the building racial ratio. Staff members whose responsibilities are district-wide in nature would be excluded from these calculations. As of this date, these positions include the psychologist, speech therapist, social worker and learning disability teacher/consultant. Due to unique certification qualifications, it is further agreed that a separate ratio will be calculated for elementary and secondary staff members.
3. In order to promote building staff ratios which will reflect the general racial composition of the members of the bargaining unit, it is further agreed that the ratios in the individual building will be representative of the appropriate district ratio. Each building ratio may deviate by a factor of 15% from the related district ratio. Example: If the district-wide ratio of black elementary teachers is 60%, then the ratio of black teachers in any elementary building will be between 45% and 75%.
4. It is further agreed by both parties that teaching assignments would be made in a manner consistent with the above paragraph #3.
5. It is further agreed that the successful applicants for the four positions currently vacant at 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 of 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 cancelled.

(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, MI 48229

BOARD OF EDUCATION POLICY:

5142

SAFETY PROCEDURES IN CASE OF TORNADO

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

Dear Parent:

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

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

"TORNADO WATCH"

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

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

## "TORNADO WARNING"

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

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

Adopted: Board of Education  
April 17, 1961  
July 1, 1970

Revised: June 25, 1973

