

AGREEMENT
BETWEEN THE
ECORSE PUBLIC SCHOOLS
AND THE
ECORSE EDUCATIONAL LEADERS ASSOCIATION

SCHOOL YEARS

2007-2008

2008-2009

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This agreement is entered into this 31st day of July, 2007, by and between the Board of Education of the Ecorse Public Schools, Wayne County, Michigan, hereinafter called the "Board", and the Ecorse Educational Leaders Association, hereinafter called the "Association".

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PREMABLE

This Agreement, by and between the Board of Education of Ecorse (hereinafter called the Board) and the Ecorse Leaders Association (hereinafter called the Association) is entered into this 31st day of July, 2007.

ARTICLE I

RECOGNITION

Section 1.

The Board hereby recognized the Association as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all administrative employees who are not Central Office Staff.

Section 2.

The term "members" when used herein, shall refer to all members of the bargaining unit represented by the Association.

ARTICLE II

RIGHTS OF THE BOARD

The Board, on its own behalf and on the 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 provision 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 materials, and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers, and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
6. It is agreed and recognized, however, that, except for expenditures contained in any annual budget which are required by the terms of this Agreement the authority to adopt all parts of the annual budget of the school district resides exclusively with the Board of Education and during the terms of this Agreement shall not be the subject of mandatory negotiation with the Union, nor subject to any proceedings under the grievance 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, judgment and discretion in connection therewith shall be limited only by the specific and express terms thereof are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE III

ASSOCIATION RIGHTS

Section 1.

The Association shall have the right to use the school facilities for appropriate business without charge upon authorization of the Superintendent for school related union matters only.

Section 2.

The Association has the right to use the district's interschool mail service for communication to its members for school related union matters only. A copy of any communication will be delivered to the Superintendent.

ARTICLE IV

MEMBER RIGHTS

Section 1. Personnel Files.

Each member shall have the right, upon reasonable request, to review the contents of his/her own personnel files maintained in the Central Office. The review will be made in the presence of the administrator responsible for the safekeeping of such files.

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

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

Section 2. Association Representation.

Members shall be entitled to Association representation, upon request, at all interviews or conferences where the possibility of disciplinary action will be discussed or where discipline will be imposed.

ARTICLE V

VACANCIES, PROMOTION, TRANSFERS

Section 1.

Vacant administration position, including newly created positions, shall be posted within the district for a period of no less than five (5) days.

Section 2.

The posting shall contain the responsibilities and duties of the position and set forth the desired qualifications.

Section 3.

All members who apply for this position shall be interviewed.

Section 4.

When school is not in session, posting shall be accomplished by mailing a copy of the posting to each member who has left an address with the Superintendent for this purpose. The five days shall run from the time of mailing.

Section 5.

Promotions outside the bargaining unit shall be handled under this article, Section 1-4.

Section 6.

A transfer is a change in assignment from within a classification or between classifications having an equal or lesser pay. The Board has the sole right to transfer any administrator when it determines the transfer to be in the best interest of students and the district. An involuntary transfer for disciplinary reasons is a demotion.

ARTICLE VI

EVALUATIONS

Section 1.

Members shall be fairly evaluated pursuant to readily definable objectives mutually established between the Association and the Board.

Section 2.

All evaluations shall be based upon supportable facts and shall be first made by the member's immediate supervisor, subject to review by the Superintendent or his/her designee.

Section 3.

Any evaluation instrument shall be established by mutual agreement between the Board and the Association.

Section 4.

The evaluation process shall not be used for purposes of harassment.

Section 5.

No evaluation shall be prepared until after a conference between the affected member and his/her evaluator, during which the proposed contents of the evaluation are discussed.

Section 6.

The member shall be permitted to have an Association representative present in any evaluation conference upon his/her request.

Section 7.

The member may prepare a written response to his/her evaluation which shall be attached to the evaluation and become a part of the record.

ARTICLE VII

PROGRESSIVE DISCIPLINE

Section 1.

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that any discipline shall be for just cause.

Section 2.

Before determining not to renew a contract or determining to discipline, demote, or discharge a member, the Board shall offer reasonable assistance to the member in correcting his/her inadequacies giving cause for the contemplated action.

Section 3.

Reasonable assistance shall consist of the following:

- A. A conference shall be held between the member and his/her immediate supervisor dealing with the clearly identified inadequacies presented in writing.
- B. If the problem persists, a formal warning shall be issued to the member. The warning shall contain the specific inadequacies in writing. Time lines for achieving the established remedies will be discussed by the Association/member and the Superintendent. Time lines will be in writing.
- C. If the problem continues to persist, a formal evaluation shall be conducted of the individual's performance during which time, the individual may, upon request, be accompanied by an Association representative.

Section 4.

The member shall have the opportunity to reply in writing at each step.

Section 5.

The Board or the Superintendent with the Board's approval, may terminate this contract for any reason, at any time, with or without notice in its complete discretion, subject to any limitations imposed by the Michigan Teacher's Tenure Act and/or the School Code of 1976.

ARTICLE VIII

INDIVIDUAL CONTRACTS

All members shall be employed under written individual contracts. No contract shall include provision for tenure as an administrator.

ARTICLE IX

SENIORITY

Seniority is defined as follows:

Seniority is the length of continuous service in the district.

ARTICLE X

REDUCTION AND RECALL

Section 1.

When the Board determines that there is a need for a reduction in the number of administrators, the members affected shall be determined by the following factors: qualifications and certification, total administrative experience in the district and seniority.

Section 2.

Any member terminated from an administrative position because of a reduction in force shall be appointed to the next identical administrative opening in the bargaining unit, provided such opening occurs within three (3) years if the member remains in the school district or one (1) year if the member accepts a position outside of the district.

Section 3.

Refusal of a member to accept an appointment pursuant to Section 2 shall terminate the member's rights under that section.

ARTICLE XI

DUTIES AND RESPONSIBILITIES

It is agreed that the Board has the right to define the duties of administrators and assign their administrative responsibilities, under the supervision of the Superintendent, for the planning, management, operation and evaluation of the educational program and services. However, if the Board changes any present duties or responsibilities during the term of this Agreement which affect wages, hours, or other terms and conditions of employment of a member, it agrees to bargain upon such changes at the request of the Association.

- A. Educational leaders will observe all teachers once every nine weeks and make written reports on those teachers.
- B. Educational leaders will, during the regular touring of the building, upon discovery of unclean rooms, etc., write up said observations and address these concerns with the O/M foreman and/or said employee in the presence of his/her union representative. The report will be specific regarding the condition of the area and remedies needed.
- C. Educational leaders will develop an office management schedule and distribute same to all office worker(s) and file a copy with the Central Office.
- D. Educational leaders will be held responsible for any and all fundraisers held in the building. The educational leader must make and file a report, in writing, with the Superintendent containing the following information: reason for fundraiser, amount collected, expenses; said report to be submitted within fifteen (15) days of completion of fundraiser.

The educational leader shall be responsible for seeing that the money is spent for the purpose(s) stated.

- E. Every educational leader is responsible for helping to maintain order and discipline in their building. Therefore, each educational leader will assist with disciplinary issues in the building where he/she is assigned.

- F. All educational leaders shall deliver to the Superintendent on a monthly basis, three positive articles on achievement, special activities, student contributions, etc.

ARTICLE XII

WORK SCHEDULE

Section 1. Work Days.

During each year of this Agreement, the member shall work the number of days designed for his/her position. For the 2005-2006 school years, all educational leaders' duty days will be no less than 195 days. This number of days shall exclude all holidays and holiday periods under Section 2 of this article.

The members' contract year shall begin and end as listed with the hours and work day the same as established for administrators and supervisors:

A. High School Educational Leader (44-week position):

Two (2) weeks prior to the opening of school and two (2) weeks after the close of school.

B. High School Assistant Educational Leader (42-week position):

One (1) week prior to the opening of school and one (1) week after the close of school.

C. Director of Guidance, Special Education and Child Accounting (44-week position):

Two (2) weeks prior to the opening of school and two (2) weeks after the close of school.

D. Elementary Educational Leaders (42-week position):

One (1) week prior to the opening of school and one (1) week after the close of school

Section 2. Vacations and Holidays.

Forty-three (43) through forty-five (45) week members will be granted vacations and holidays in accordance with the official school calendar provided they fall within their prescribed work year.

Section 3. Extra Days.

Members who work beyond the number of days set forth in Section 1 of this article shall be paid at the per diem rate.

Section 4. Per Diem Rate.

The per diem rate shall be the salary of the member divided by his/her number of working days as set forth in Section 1.

Section 5. Member's Absence.

Any member who is absent shall advise the Superintendent of Schools and his/her designee in advance. The Superintendent shall be notified at the district's telephone number before 8:00 a.m.

A member shall designate a tenured employee in his/her building to substitute in the event he/she is absent. At the beginning of each school year (10 days from the member's first report day), the name of the substitute with his/her home telephone number shall be turned in to the Central Office.

Section 6. Lunch Period.

The member shall have a duty free lunch period of one hour.

ARTICLE XIII

PROFESSIONAL GROWTH

Section 1.

The parties agree that programs of professional growth are essential to the well-being of the district.

Section 2.

Any member who engages in a program of professional growth may be permitted to arrange his/her working hours to accomplish the same as long as he/she is otherwise able to perform his/her duties and responsibilities, provided that said arrangement is submitted to the Superintendent and receives board approval. Said approval shall not be unreasonably denied.

Section 3.

The Board agrees that a minimum of one member in any two-year period may be granted sabbatical leave. This leave shall be with full pay for a semester or one-half pay for a year. While on sabbatical leave, service and seniority shall accrue. Upon return from sabbatical leave, the member shall be restored to his/her former position.

Terms of leave, if granted, shall be set forth in an agreement between the Board and the member which shall include a condition that the member agrees at the end of the leave to return to his/her employment with the district for a period to be set forth in the agreement.

Section 4.

The Board agrees that members may take professional growth leave without pay to pursue an approved program of professional advancement. During said leave, service, but not seniority, shall accumulate. The right to return shall be the same as in Section 3.

Section 5.

The Board recognizes the importance of state and national conferences and school visitations and agrees to pay approved expenses incurred by members while attending approved conferences and visitations.

ARTICLE XIV

PROTECTION OF MEMBERS

Section 1.

The Board shall recognize its responsibility to provide all reasonable support and assistance to members with respect to maintenance of control and discipline in the schools.

Section 2. Assaults

Members shall report to the Superintendent's office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

Section 3. Legal Counsel

The Board shall provide at no cost to the member legal counsel and representation in any civil legal action brought against a member for his/her acts arising out of his/her performance of duties within the course and scope of his/her employment with the district. In the event that criminal charges are brought against a member arising out of his/her acts in performance of duties within the course of and scope of employment with the district, and such charges are dropped or the member is found not guilty, the

Board will reimburse the member for costs incurred and paid for legal counsel and representation.

Section 4. Disability Benefit.

In case of a work incapacitating injury or illness for which the member is or may be eligible for work disability benefit under the Michigan Worker's Compensation Law, such member may utilize sick leave credits to the extent of the difference between the Worker's Compensation received and the member's regular base salary or wage. In the case of a work disabling injury to a member caused by an assault upon said member while in the performance of his/her duties, the Board will pay the full difference between the Worker's Compensation and the member's regular salary, without charge to the sick bank, at least until the end of the school year, or for a period of six (6) months, whichever is longer. Each case will be reviewed by the Board at the end of said period.

Section 5. Personal Property Damage Reimbursement.

The Board shall reimburse any member up to two hundred dollars (\$200.00) during the course of one school year for damage or destruction of clothing and/or watches, jewelry and eye glasses having a value of ten dollars (\$10.00) or more, provided such damage or destruction occurs in connection with the executive of his/her assigned responsibilities and was not occasioned by the negligence of the affected member.

ARTICLE XV

MAINTENANCE OF CONDITIONS

Except as specifically provided or permitted by this agreement, wages, hours, and working conditions lawfully in effect at the execution of this agreement shall not be changed without negotiations and the results therefore shall be reduced to writing signed by the parties hereto.

ARTICLE XVI

SPECIAL CONFERENCES

The Board and the Association agrees that it or its designee shall meet upon the request of the other party to discuss matters relevant to the administration of this agreement. Said conference shall not satisfy any requirement to bargain collectively or to meet pursuant to the grievance procedure.

ARTICLE XVII

CURRICULUM

The Association shall be entitled to select and seat a representative on any committee or group of persons established by the Board of study, making recommendations concerning, or change, in the curriculum.

Upon request from the Superintendent, the educational leader must be able, within seventy-two (72) hours, to explain the classroom procedures and teaching strategies used in his/her building in each area.

ARTICLE XVIII

SALARIES AND WAGES

Section 1. – Individual contracts.

Section 2. Payment When Promoted or Transferred.

No member who is promoted or transferred to a position with a higher base salary shall be paid overall salary less than that in his/her prior position.

Section 3. Overall Salary

Overall salary shall include base salary and longevity.

Section 4. Salary Payment.

Overall salary shall be paid bi-weekly in equal installments. Salary will be by dividing the number of weekdays between the yearly starting date and ending date.

Salary will be determined by dividing the number of weekdays between the yearly starting date and ending date of each administrator.

Section 5. Retirement.

All retirement contributions are to be assumed within the scope of State law.

Section 6. MA + 6 Hours.

One hundred fifty dollars (\$150.00) for six (6) approved credit hours beyond a Master's degree is approved. (See Policy #4143.)

Section 7. Second Master's Degree, Educational Specialist's Degree, or a Doctor's Degree.

In addition to the regular salary schedule, members will be paid five hundred dollars (\$500.00) for a second Master's Degree, Educational Specialist's Degree.

In addition to the above, members will be paid two hundred dollars (\$200.00) for a Doctor's Degree.

Section 8. Longevity.

Longevity pay shall be paid in a lump sum the first pay in June of the year the longevity scale takes effect for the member. See APPENDIX A.

Section 9. Workshops.

The Board shall provide compensation to members at the rate of \$30.00 per hour for attendance at workshops on Saturdays, vacation time, or extended school days.

Section 10. Summer Programs.

Members shall be paid at the rate of \$35.00 per hour for administrating any summer programs.

Section 11.

The employee shall not receive the final check until all reports, requisitions, etc. have been turned in to the Central Office, i.e., requisitions (outside and stockroom), evaluations (teachers, substitutes, coaches, etc.), schedules, projected enrollments, staff needs.

ARTICLE XIX

LEAVES OF ABSENCE.

Section 1. Sick Leave.

- A. Members shall be allowed for certain absences one and one-half (1½) days per contract month per year. These days shall be credited to the member's sick leave bank at the beginning of his/her contract year of employment. An employee may accumulate an unlimited number of days in his/her sick leave bank.
- B. During his/her employment, an employee shall have available for his/her use, without loss of pay, only those days credited to his/her sick leave bank. These days may be taken in no less than half-day increments.
- C. If a member's sick bank is reduced to five (5) days, one week's pay will be withheld for the balance for 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 member employed by the district prior to July 1, 1993, may accumulate an unlimited number of days in his/her sick leave bank. Any person employed by the district on or after July 1, 2001, may accumulate up to one hundred (100) sick days.

Employees hired after July 1, 2007 shall be credited one sick day per month after they are earned. Employee(s) may not accumulate any more than "50" sick days in his/her bank.

- E. Those members 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.

Section 2. Paid Leaves.

A. & B. Absences Chargeable and NonChargeable to Annual Sick Leave Bank.

(All absences should be reported to the Administration as early as possible.)

A. Personal Illness.

1. All absences due to illness of employee may be charged to sick bank until exhausted.
2. After ten (10) consecutive work days of sick leave, an administrator must furnish a statement from his/her physician, signed by a doctor stating that the employee is fit to return to work in order to secure his/her next pay check.
3. All absences are to be reported to the Superintendent of Schools no later than 6:45 a.m. on the day of the absence.

B. Other specified types:

1. Death in immediate family

- (a) Immediate family includes: husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living or making his/her home in the household of the employee or for whose funeral arrangements the employee is responsible.
- (b) For each death – not to exceed five (5) working days.
- (c) Three (3) day leave for funerals not to be charged against the member's sick leave bank upon presentation to the Administration a copy of an obituary, death certificate, etc. This funeral leave provision shall apply only to the following relatives: mother, father, husband, wife, children, mother-in-law, father-in-law, brothers, and sisters.

2. Emergency illness in immediate family. (When necessary care cannot be otherwise arranged) – not to exceed five (5) days.
3. Attendance at funeral of close relatives and friends – not to exceed three (3) days.
4. Attendance at wedding in immediate family – not to exceed three (3) days.
5. Employee's own wedding – not to exceed five (5) days.
6. Quarantines.
7. Required Court Appearance.
8. Transportation failure when on other means of transportation is available – not to exceed three (3) days in any one year.
9. Personal Leave Days.

All members 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-fourth 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, items 1-8. Any employee desiring time off for personal use shall submit his/her written request forty-eight (48) hours in advance. No reason need be given. In the case of an emergency not covered by Section B, items 1-8 of the Annual Leave Day Policy, the employee may call his/her immediate supervisor to confirm his/her absence verbally.

No personal use day may be taken on the scheduled work day before or the scheduled work day after a holiday, institute, or conference day(s) 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.

Section 3. Jury Duty and Court Leave.

Members may be excused with pay and with no deduction from the member's sick bank for jury duty and for attendance at any administrative, judicial, or quasi-judicial proceeding related to district matters or in cases or hearings in which a member is subpoenaed to appear or is required to appear as part of his/her duties.

Section 4. Military Leave.

Members entitled to military leave shall be granted all rights and privileges required by law.

Section 5. Illness Leave.

Any member of his/her authorized agent may request illness leave under the following conditions:

- A. The member's sick leave bank and disability coverage are exhausted.
- B. The member still being unable to report for duty, shall be considered an active employee without pay for a period of ninety (90) calendar days by business office. During these ninety (90) calendar days, the business office will credit the member with one and one-half (1½) days of accumulative sick leave time for each thirty (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.
- C. Fifteen (15) calendar days prior to the expiration of the ninety (90) calendar days, if the member, at any time, feels that he/she will be unable to return to active duty at the conclusion of the ninety (90) day period, he/she, or the authorized agent, may file a written request with the Superintendent to be placed on an illness leave at the conclusion of the ninety (90) day period. This request shall be accompanied by a doctor's statement corroborating the need for an extended leave.
- D. In the event leave is granted pursuant to "C" above, the district may, if the Board approves, continue the member in district group insurance coverage and continue to pay insurance premiums, provided the member agrees, in writing, to reimburse the district the amount of premiums allocable to the member's coverage. The agreement shall set forth the period of extended coverage and shall be subject to conditions set forth in each policy of insurance.

Further, the Agreement shall provide that failure of the member to promptly make reimbursement shall terminate the district's obligations under this section. The provisions of this section do not apply to "General Leave" as set forth in Section G below.

- E. Failure to specifically request an illness leave will automatically terminate the member's employment with Ecorse Public Schools.
- F. Before returning to work, the member must be certified by his/her physician ready and able to return to his/her full work assignment.

The Board may require that the member obtain a statement from a State Board certified physician, at the Board's expense, certifying that the member is ready and able to return to his/her full work assignment.

G. General Leave.

The member may be granted General Leave for periods of up to one year without pay upon application. Such leave shall not unreasonably be denied.

ARTICLE XX

BENEFITS

Section 1. Health Insurance.

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

Employees (current) of the Ecorse Public Schools will hold to current prescription amounts (\$5.00/\$10.00).

Any employee hired after July 1, 2007 will pay \$50.00 per month toward their individual medical premiums:

Section 2. Life Insurance.

The Board shall provide full premium cost of group term life insurance for each year of this contract as follows:

2007-2008 School Year	\$50,000
2008-2009 School Year	\$50,000

Section 3. Dental Insurance.

The Board shall provide dental insurance coverage for these contract years, Class I and II Basic 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, and each year thereafter.

Section 4. Vision Care.

The Board shall provide optical insurance coverage (Cooperative Services, Inc.) Plan #4 (Group E frame selection).

Section 5. Travel Allowance.

A mileage allowance of \$.45 per mile for the contract duration shall be paid for all members when using their private cars for approved school business.

Section 6. Tax Sheltered Annuities.

The Board agrees to make available the investment by members in the tax sheltered annuities program utilizing the companies which presently have contracts with district employees. Written authorization for dedications or charges in amount to be deducted shall be submitted to the business office during September 1-15 and February 1-15. However, any member may, at any time between enrollment periods, decrease his/her deduction by notifying the business office indicating a termination date of such deduction.

Section 7. Extra Pay for Extra Work.

In addition to the salary schedule, members shall be paid additional compensation for rendering special service. Special service shall be when: the member is working on study committees, curriculum committees, fact-finding committees, survey committees, administrators' committees, that require extra attention that must be given during the member's vacation time.

All such service will be voluntary and all arrangements will be made with the approval of the Superintendent. The compensation for work shall be \$35.00 per hour.

Section 8. Purchase Option.

A member may purchase, at cost, additional insurance coverage granted members of other bargaining units as long as insurance company rules permit.

Section 9. Termination Pay.

Any member shall, upon severance due to retirement or death, receive pay for one-half ($\frac{1}{2}$) the days accumulated in the member's sick leave bank. Any member shall, upon severance for any reason other than retirement or death, receive pay for one-quarter ($\frac{1}{4}$) if the days accumulated in the member's sick leave bank.

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

Retirement is defined as leaving the services of the Board under circumstances as to be immediately eligible to receive teacher's retirement annuity under the State Retirement Act.

Section 10. Personal Safety.

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

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

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

Section 11. Certain Contracts.

This Agreement does not grant tenure to any certificated administrator in this group, but as a classroom teacher only.

ARTICLE XXI

NON-DISCRIMINATION

The Board shall not, directly or indirectly, discriminate against any member of the Association in regard to wages, hours, or working conditions or in the application of the provisions of this Agreement by reason of race, color, national origin, sex, marital status, height, weight, religion, or disability, or membership or participation in the activities of any other employee organization.

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 1.

The term grievance shall be interpreted to mean a complaint by the member or by the Association in its own behalf that there has been a violation of this Agreement.

Section 2. Informal Discussion.

A grievance shall be initiated by first discussing the matter with the Superintendent's designee. An association representative may be present at this discussion.

Section 3. Step One.

Within five (5) working days of the response of the Superintendent's designee at the informal discussion, the Association shall submit to the Superintendent's designee, a written grievance which shall generally set forth the nature of the violation and the relief requested.

Should either party so request, a grievance meeting shall be held between the Association and the Superintendent's designee within five (5) working days of the submission of the written grievance.

Within five (5) working days of said submission, the Superintendent's designee shall provide the Association a written answer to said grievance. The first day shall be defined as 8 a.m. of the day following the presentation of the grievance.

If the answer received is unacceptable to the Association the grievance may be appealed to Step Two by the Association within five (5) working days.

Section 4. Step Two.

The appeal at Step Two shall be made directly to the Superintendent.

Within five (5) working days of the appeal, a grievance meeting shall be held between the Association and the Superintendent.

Within five (5) working days of said meeting, the Superintendent shall provide the Association with a written answer to the grievance. The first day shall be defined as 8 a.m. of the day following the presentation of the grievance.

If the answer received is unacceptable to the Association, the grievance may be appealed to Step Three by the Association within five (5) working days. The first day shall be defined as 8 a.m. of the day following the presentation of the grievance.

Section 5. Step Three.

The appeal at Step Three shall be made directly to the Board.

The Board shall schedule a grievance hearing at its next meeting, but on later than thirty (30) days after the appeal has been lodged.

This hearing may be either a public hearing or a closed hearing, at the discretion of the Association.

Within five (5) working days following said meeting, the Board shall provide the Association with a written answer.

Section 6. General Provisions.

7.1 All references to "days" in this article shall be regular work days.

- 7.2 The Association may also initiate a grievance by submitting it directly at Step One or, in the case of grievances involving discipline, in writing in the form described in Step One, directly at Step Two.
- 7.3 Time limits may be extended by mutual agreement of the parties.
- 7.4 The Association may provide representation through its officers, agents, or other legal counsel.

ARTICLE XXIII

VALIDITY OF AGREEMENT

Section 1.

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties thereto which may be altered, changed, added to, deleted to, deleted from, or modified only through the mutual consent of the parties in any amendment hereto.

Section 2.

Should any article, section, or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section, or clause as the case may be shall be automatically deleted from this Agreement, but the remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement.

Section 3.

This Agreement shall supersede any rules or regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 31, 2007, and shall remain in full force and effect until midnight June 30, 2009.

At least sixty (60) days prior to the termination of this Agreement, either party may give the other party notice, by registered mail, or its desires to modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangement to commence negotiating a successor agreement. In the event that neither party gives notice to the other its intention to modify or amend this Agreement at least sixty (60) days prior to the expiration date, then the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements.

In witness whereof this 31st day of July, 2007, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

Board of Education
Ecorse Public Schools

Ecorse Educational Leaders Association
(EELA)

LONGEVITY PAY

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

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

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

The Schedule of Longevity Pay is as follows:

Beginning the 11 th year of employment and continuing through the 15 th year of employment	\$150 added to base salary
Beginning the 16 th year of employment	\$275 added to base salary
Beginning the 17 th year of employment and each year of employment thereafter	\$ 30 per year will be added to the base salary for every year thereafter

- A. A year of service is defined as the completion of the full contract year.
- B. Time counted for substituting: 180 days of teaching in the Ecorse Public Schools shall be deemed to be 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/she has completed his/her tenth year of service in the Ecorse Public Schools.

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

Longevity pay shall be paid in a lump sum the first pay in June of the year the longevity scale takes effect for the member.