



**EASTPOINTE**  
**COMMUNITY SCHOOLS**

Collective Bargaining Agreement

Eastpointe Federation of Educators  
and  
Eastpointe Board of Education

August 25, 2023-August 22, 2025

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## **SECTION A**

# ARTICLE I

## 1. PURPOSE & SCOPE

- 1.1. 3.5.This agreement entered into between the Board of Education of Eastpointe Community Schools, Macomb County, MI, hereinafter called "the Board" and the Eastpointe Federation of Educators, hereinafter called "the Union" shall continue in force and effect until 11:59, August 22, 2025.
- 1.2. Negotiations with regard to a new contract shall commence not later than sixty (60) days prior to the expiration of the Agreement. No provisions of this contract shall be retroactive prior to the date of this contract unless otherwise specifically stated herein.
- 1.3. While this contract is in effect, the Board shall not be obligated to negotiate subjects waived by the Contract, claims based on oral agreements and matters not in the Contract that were covered by negotiations or within the contemplation of the parties. The board shall not negotiate those subjects listed as prohibited subjects of bargaining in section 15 of the Public Employment Relations Act as it is constituted as of August 1, 2023.
- 1.4. This agreement shall supersede any rules, regulations, practices or policies of the Board which shall be contrary or inconsistent with its terms.
- 1.5. This agreement supersedes any Letter of Understanding or agreements entered into between the parties unless otherwise incorporated into this contract.
- 1.6. This agreement is not intended to abrogate the statutory power of the Board of the School District to make reasonable rules and regulations, to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public-school system, and to seek injunctive relief for violations of the provisions of this Collective Bargaining Agreement.
- 1.7. The board shall not interfere with the private lives, personal beliefs, academic and professional freedom of teachers, providing the teachers' private lives,

beliefs and exercise of academic and professional freedoms do not detrimentally reflect upon the reputation of the School District. The Board shall exercise its powers and authority towards establishing freedom to teach under the best possible conditions.

- 1.8. This agreement is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union, and the teachers in the Bargaining Unit, including any amendments that may hereafter be made during the life of the contract, and whenever the terms of this agreement shall at any time be held to be contrary to the law by a competent court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all provisions of this agreement shall continue in effect.
  - 1.8.1. In the event this agreement or any part of it shall at any time be held contrary to such laws, the parties will meet to renegotiate the items in question which are not prohibited subjects of bargaining.
- 1.9. During the term of this contract, there shall be no strikes or picketing. Neither the Union nor its members shall sponsor picketing. Nothing contained herein shall be construed to limit, impair or affect the right of any public bargaining unit member to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment.
- 1.10. Neither the Board nor its agents shall discriminate against any teacher on the basis of religion, race, color, national origin, sex, height, weight, handicap, marital status, political activities or membership or participation in the activities of any bargaining unit member.
  - 1.10.1. The Union agrees to admit all teachers to its membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or prior membership or past participation in the activities of any bargaining unit member.
  - 1.10.2. Membership in the Bargaining Unit shall not be required as a condition of employment of any bargaining unit member with the Board. Further, nothing herein shall prohibit or require any teacher from being a member of or participant in the activities of the Unit except as required by the provisions of this Contract.

1.10.3. The Board shall seek out and hire a certified integrated Staff reflective of all races.

## ARTICLE II

### 2. RECOGNITION AND UNION RIGHTS

- 2.1. Pursuant to and in accordance with all applicable provisions of Act 176 of Michigan Public Acts of 1939 (M.S.A. 17.454 (1)-(22) as amended by the provisions of Act 336 of Michigan Public Acts of 1947 (M.S.A. 17455 (1)-(8) up to and including Act 379 of the Michigan Public Acts of 1965 (M.S.A. 17.455), and Act 282 of 1965 (M.S.A. 17.454 (10.4)-(32), the Board does hereby recognize the Eastpointe Federation of Educators as the exclusive representative of all Certified Instructional Personnel, including Alternative Education, Counselors, School Nurses, Vocationally Certified Nurses, Vocationally Certified Instructors, Deans of Students, and Instructional Coaches (section B) as well as the following special services personnel: Social Workers, Speech Pathologists and Psychologists; excluding Superintendent, Assistant Superintendent, Supervisors, Administrative Assistants, Directors, Principals, Assistant Principals, and all other bargaining unit members. The term teacher when used hereinafter in this agreement shall refer to all bargaining unit members recognized in this paragraph, as amended, and "support staff" shall refer to all bargaining unit members recognized in this paragraph whose employment is not regulated by the Act, such references shall mean both male and female members. When the term bargaining unit members is used hereinafter, it refers to all bargaining unit members recognized in this section regardless of their status under the Tenure Act.
- 2.2. No person or persons shall bargain individually or collectively with the Board concerning any position within the bargaining unit nor any terms or conditions of the agreement except through the authorized representatives of the Union.
- 2.3. The employer shall forward to the Union a list of all bargaining unit members within their respective bargaining unit classifications indicating their seniority date and building assignment within sixty (60) days following the opening of school.
- 2.4. Further, the employer shall notify the Union of any changes in the above.
- 2.5. Each member of the Bargaining Unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.
- 2.6. The Board shall provide to the Union, upon request, any and all information as required by law.
- 2.7. Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled by the parties to this contract, members mutually scheduled

to participate during working hours shall suffer no loss in pay and substitutes shall be provided if necessary.

- 2.8. Nothing in this contract shall be construed to prohibit any bargaining unit member, Union representative, or Union Committee from consulting with administrative officials at mutually scheduled times.
  - 2.8.1. Bargaining unit members required to meet with the Administration on disciplinary matters shall be so informed and shall have union representation at said meeting if so requested by the bargaining unit member.
- 2.9. Board agendas and the Superintendent's Report shall be provided for the Union President as well as emailed to all members and posted on the website in compliance with the open meeting act.
- 2.10. Conference days: The Union is granted thirty-five (35) conference days which may be used by such member or members of the bargaining unit as the Union President, in their sole discretion, shall determine. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations, to be billed annually.
  - 2.10.1. The Union President shall be released half time to conduct staff support activities, as they deem necessary, to ensure the smooth operation of the district. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations.
  - 2.10.2. If the Union President is from the secondary level, they shall be assigned) three (3) teaching periods and one (1) preparation assignment. They shall be released for two (2) teaching periods exclusive of lunch. If the President is from the elementary level, they shall be assigned .67 and shall be released .33 exclusive of lunch.
  - 2.10.3. The Union Treasurer shall be released one (1) day per month from September to June. The Union shall reimburse the district for the daily salary of the substitute teacher assigned to teach the Treasurer's classes.
- 2.11. The Board shall provide exclusive, prominently placed, bulletin boards in each building, which may be used by the Union for posting notices of the following types: notices of recreation and social events; notices of Union elections; notices of results of Union elections; notices of meetings; Collective Bargaining Agreement amendments and supplements, Union literature; and professional literature.



- 2.11.1. Notices posted on the Union bulletin board shall bear the written approval of the school building Union representative as shown by his/her initials or signature.
  - 2.11.2. The bulletin board shall be identified with the name of the Union, and the authorized building representative of the Union shall be responsible for posting.
- 2.12. The Union shall have the right to place material in the mail boxes of all bargaining unit members in buildings.
- 2.12.1. Material detrimental to the employer and employee relationship shall not be placed in mailboxes.
  - 2.12.2. A copy of material for general distribution shall be given to the building principal and Superintendent.
  - 2.12.3. All material placed in the mail boxes shall contain on it the identity of the sender.
  - 2.12.4. The Union, bargaining unit members, or the Board shall not use the school mailboxes for distribution of local school board candidates' campaign materials.
- 2.13. Special Conferences shall be arranged between the Union President and Superintendent or their designee. Such meetings shall be between not more than two representatives of each party unless additional representation is mutually agreed upon, in advance, by the parties.
- 2.13.1. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up in the meeting shall be presented at the time of the conference. The Union members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.
  - 2.13.2. The Union may use a building without charge, provided there is no additional cost to the Board, for bargaining unit membership meetings and with the consent of the appropriate building principal providing such use does not interfere with the educational program of the Board. The union agrees to reimburse the Board for any damage.

## ARTICLE III

### 3. INDIVIDUAL SECURITY AND WORKING CONDITIONS

- 3.1. Each bargaining unit member shall have the right to review the contents of their personnel file; they shall have the right to have a union representative accompany them in such review. All such reviews shall be made in the presence of the Superintendent or their designee. Confidential credentials from universities normally sought at the time of employment are specifically exempt from such reviews. A bargaining unit member shall be permitted to reproduce any material in their file which is not confidential.
- 3.2. In an attempt to relieve teachers of clerical and non-teaching duties relating to their teaching assignment, one four (4) hour office co-op will be assigned to each elementary building for the use of the teaching staff.
- 3.3. Teaching Vacancies:
  - 3.3.1. Teaching vacancies, for the ensuing school year, which occur after staffing will be posted online for ten (10) days.
  - 3.3.2. Vacancies or new positions which occur after the opening of school will be posted for a period of five (5) business days. Any position vacated by transfer of a previously staffed position, after the opening of school, will not be posted. Postings of newly created positions will not be generated after the fall count day. Vacancies for the secondary level known prior to the beginning of the second semester will be posted.
  - 3.3.3. Voluntary and involuntary transfers may be employed so as to eliminate the need for a new hire in filling a vacancy.
  - 3.3.4. Teaching vacancies, of one period or less, which may occur during the course of the school year, i.e. special class offering during the normal school day, will be posted for a period of at least five school days.
  - 3.3.5. If it becomes necessary, due to scheduling students, to begin a class offering prior to the timelines in the posting procedure then a substitute teacher will be hired until an applicant is hired.
- 3.4. Instructional Considerations; with regard to 3.4.1 through 3.4.14, the Board shall make a concerted effort with consideration of the following:

- 3.4.1. To assign no more students to a classroom than there are student work stations.
- 3.4.2. Placement of students shall be entrusted to the integrity and judgment of the professional staff of each building, who shall assess the total ability of the pupils. In reaching such a determination, the involved professional staff of the building shall take into consideration the reading ability of the students.
- 3.4.3. To assign no more than one hundred (100) English students per secondary English teacher per day.
- 3.4.4. Class size: Grades 6-12 The Board of Education shall make a concerted effort to make the minimum standards set by the North Central Accrediting Association for teacher/pupil ratio.
- 3.4.5. In the secondary schools, to assign not to exceed three (3) different subject preparations per secondary teacher unless the teacher desires otherwise. Classes using different officially adopted textbooks shall be considered different preparations.
- 3.4.6. To employ two (2) permanent resource teachers in an effort to upgrade substitute teaching in special fields.
- 3.4.7. To provide adequate office space, adequate space for special service, confidential phone facilities, adequate staff, and sufficient secretarial help, class size and class loads to meet State Special Education standards.
- 3.4.8. To provide one room in each elementary building for teaching art, and one room in each elementary building for teaching vocal music.
- 3.4.9. To establish a program with an appropriate budget to expose students to experiences that will enrich their understanding and appreciation of art. Art shall be offered at the middle school level.
- 3.4.10. To provide students showing unusual interest and ability an opportunity to elect additional courses.
- 3.4.11. To assign an elementary special teacher not more than twenty-six (26) sections.
- 3.4.12. To not assign High School teachers a B-lunch for two consecutive years without the teacher's request or approval.

- 3.4.13. To give priority to applicants for the position of counselor with at least five (5) years teaching experience.
  - 3.4.14. Administration shall ensure that all elementary classrooms are covered with a substitute teacher before substitutes are placed in special subject classes.
- 3.5. Teacher Leadership and Collaborative Decision Making:
- 3.5.1. Teachers may make recommendations relative to grading and evaluation methods to the Superintendent or their designee who shall consider these recommendations.
  - 3.5.2. A standing committee consisting of teachers from various levels and the administration but whose majority shall be teachers, shall continue to function for the purpose of improving the total educational program. The committee may establish and appoint subcommittees.
  - 3.5.3. Teachers shall participate in changes or additions in curriculum, instructional materials, instruction or textbooks and shall have representation on all committees involving these areas. When district wide committees are called in these areas, teacher participants will be appointed by the Union President. Suggestions may be offered by appropriate administrator(s).
  - 3.5.4. The Federation President will appoint a teacher representative from the elementary, middle school and secondary level to serve on the Student Code Committee.
- 3.6. Attendance at conferences, workshops, and conventions is desirable to maintain and improve professional competence and proficiency and to enhance the educational program of the School District. Teachers shall be encouraged to participate in such meetings. The Board will attempt to make available via electronic communications and post in all buildings a list of all educational conferences and conventions received by the administration in sufficient time so that teachers may make application and shall allocate to the teachers in each building a conference budget to be used for teachers' attendance at educational conferences and conventions. Decisions relative to the spending of these monies shall be made by the building principal in consultation with the staff. The building principal shall make a monthly written statement of expenditures and uses.
- 3.7. The Union agrees to reimburse the School District for the use of expendable materials used by the Union.

- 3.8. Personnel Directory: It is the responsibility of the bargaining unit member to keep the school district informed of their current mailing address and other pertinent information. Such information shall remain confidential unless otherwise authorized by the bargaining unit member. A teacher's name, address and phone number shall be published in the personnel directory unless the teacher indicates on the school directory card that their address and/or phone number shall be withheld.
- 3.9. A teacher, with their consent, may be assigned a duty during their preparation period and/or during their lunch period.
- 3.10. Unless a teacher is negligent, they shall not be held liable by the Board for property loss or damages.
- 3.11. Teachers may use classrooms, lounges, or a room with a library atmosphere for preparation periods.
- 3.12. Teachers in a school may make written evaluations of their principal and/or assistant principal(s). Such evaluations shall be identified as to the evaluator and shall be sent directly to the Superintendent of Schools by the person making the evaluation.
- 3.13. The counselors' year shall contain fifteen (15) working days more than the normal teachers. The student counselor ratio shall be 450/1.
- 3.14. Grades kindergarten through five, inclusive, may have recess both morning and afternoon, if feasible within the physical structure and playground area.
- 3.15. The elementary specials' schedule shall be constructed by a committee of two (2) special teachers selected by the Union President and two administrators selected by the Superintendent. Once completed, it shall be implemented as developed in all schools. Should conditions change such that a permanent deviation is necessary, approval by the committee is required.
- 3.16. The Board of Education will attempt to employ substitute teachers with training and/or experience in special education. To this end, selected substitutes may be required to receive appropriate in-service training in all aspects of Eastpointe special education classrooms.
- 3.17. Children in elementary Special Education classes shall attend existing special classes unless not deemed appropriate by IEPT.

- 3.17.1. Children in other Special Education classes shall attend existing art, music, library and physical educational classes unless not deemed appropriate by IEPT.
- 3.18. The normal weekly teaching load for all teachers will not exceed twenty-five (25) pupil contact teaching hours.
  - 3.18.1. High School teachers shall have a daily duty-free lunch period.
  - 3.18.2. Middle school teachers shall have a daily duty-free lunch period within the established guidelines of the middle school day.
  - 3.18.3. Elementary teachers shall have a 50-minute daily duty-free lunch period.
- 3.19. Preparation Assignments:
  - 3.19.1. High School teachers shall have a daily duty-free preparation assignment equivalent to a normal class period.
  - 3.19.2. Middle school teachers shall have a daily duty-free preparation period equivalent to a normal class period. In addition, team planning periods will be scheduled within the guidelines of the middle school day.
  - 3.19.3. Elementary teachers may use a minimum of fifty (50) minutes a day as duty free preparation assignment during which their classes are scheduled for special classes including but not limited to art, music, physical education or library.
- 3.20. All teachers report for work, at their classroom, ten (10) minutes before their first assignment. All teachers are to remain in their building five (5) minutes after the close of the student day.
  - 3.20.1. No more than four (4) consecutive periods will be assigned a secondary teacher without his/her consent.
- 3.21. The maximum class size in Eastpointe Community Schools shall be as follows:
  - K-1.....25
  - 2.....28
  - 3-4-5.....30

Split 1-3.....22

Split 4-5.....25

3-5.....30

3.22. Special Education classes shall meet the standards prescribed by state law. Exceptions may be made for specialized instruction or experimental instruction, or that type of lecture, study hall, instruction, or subject matter which permits larger class sizes such as commercial, vocal, or instrumental music, physical education, and industrial or vocational classes. Elementary teachers in grades kindergarten through five, excluding the areas of art, music, physical education, library and band, shall not be assigned to teach more than one grade in a school year. No teacher in the elementary schools shall be required to assume the duty of teaching a split grade class without his/her consent. If no teacher accepts the split class, then the building administrator may select a teacher to teach the split class.

3.22.1. Should any classes exceed these limits after the fall student membership count, the prescribed limits will be met by means of the following:

(a) Transfer of student(s) to other section(s).

(b) If class overage is still present and limited to one (1) student, allocation of \$50.00 for purchasing of instructional materials by the teacher, with approval of building principal.

(c.) If class overage is more than one (1) student, payment of \$15.00 per student overage, per week, to the teacher, with payment made semiannually.

3.23. Any change of an experimental nature involving the instructional program or organizational structure within a building, which may affect working conditions, as defined in the contract must be presented to the Superintendent shall consider the recommendation and shall give written reasons for rejecting any such recommendation. Upon approval of the Superintendent, the program will be presented to the Board of Education for final approval. The presentation will include SISS recommendations. SISS will also have an opportunity to independently present opposing recommendations to the Board of Education, if it so chooses.

3.24 The EFE recognizes and endorses the fact that it is the professional responsibility of all teachers to participate in the annual evening open house and/or evening parent/teacher conference nights, not to exceed two (2) evening activities per school year in the

secondary and three (3) evening activities per year in elementary. Early dismissal will be scheduled the day of the evening activity in the elementary.

3.24.1 Teachers unable to attend the evening activities will lose one-half (1/2) day, per occasion, from their annual personal leave day accrual.

3.24.2 Teachers unable to attend an evening activity will advise their building principal at least 24 hours before the scheduled activity. Teachers not attending a parent/teacher conference night will contact all parents who have requested a conference during the conference evening.

3.25 All teachers will develop lesson plans for their classes and have them available for review by their building administrator.

3.26 A teacher assaulted by a student shall be notified of the district's policies with regard to student assault.

3.26.1 If the principal is informed of a serious threat to do harm against a teacher, and the principal believes it may be carried out, the principal will inform the teacher of the situation and the results of any investigation.

3.26.2 The teacher may be a witness at a board level hearing regarding the alleged assault or threat.



## **ARTICLE IV**

### **4. GRIEVANCES**

4.1 The primary purpose of this procedure shall be to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any bargaining unit member to discuss an alleged grievance with any appropriate member of the administration.

4.2 A "grievance" is defined to be any difference that may arise between the parties hereto as to:

4.2.1 Any matter relative to pay, hours of employment and other conditions of employment;

4.2.2 Any matter or disagreement regarding the application or interpretation of this agreement.

4.2.3 Any unilateral change or addition in policy or practice by the Board which may affect wages, hours or other conditions of employment.

4.3 The Board retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the laws and Constitution of the State of Michigan and the Federal Government, limited only by specific and express terms of this agreement. The Board retains all rights not in conflict with this agreement.

4.4 The number of days indicated at each step should be considered as suggested maximum guidelines and every effort should be made to expedite the process. Time limits may be extended only by mutual consent.

#### 4.4.1 **STEP ONE**

If a Bargaining unit member or the Union has a complaint, it shall be addressed in one of the following ways;

a. The bargaining unit member may discuss it with the immediate supervisor individually;

b. The bargaining unit member may discuss it together with the Union representative and the immediate supervisor;

c. The bargaining unit member may discuss it with the immediate supervisor through the Union representative.

If the Union is not satisfied with the results of such discussion, the complaint shall be reduced to writing within fifteen (15) days of the alleged occurrence of the complaint at which point it shall become a grievance. The supervisor shall provide a written disposition within three (3) days from the receipt of the written grievance.

**4.4.2 STEP TWO**

In the event the Union is not satisfied with the disposition of Step 1, the Union President or their designee, may appeal to the Superintendent within five (5) days after receipt of the disposition of the supervisor.

The Superintendent shall meet and confer on the grievance with the Union President within six (6) days after receipt of the appeal. A written disposition shall be issued by the Superintendent within five (5) days after the conference.

**4.4.3 STEP THREE**

- a. The Union may, within ten (10) days after receipt of the written reply of the Superintendent, request arbitration by written notice to the Superintendent. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board and the Union within thirty (30) calendar days after written notice has been given to the Superintendent. If the parties fail to mutually agree as to the arbitrator, an arbitrator shall be selected in accordance with the procedures established by the American Arbitration Association (AAA).
- b. The decision of the arbitrator shall be final and binding on the parties. Guidelines for the proceedings shall be within the parameters established by AAA labor arbitration rules.
- c. Fees and expenses for the arbitrator only shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses.

4.5 Failure of the administration at any step of the grievance procedure to render its disposition on a grievance within the specified time limit(s) shall move the grievance to the next step in the grievance procedure.

4.5.1 Failure of the Union to process its claim within the time limit(s) specified shall be deemed to be satisfaction on the part of the Union with the disposition of the grievance by the Board at any previous step.

4.6 The following matters shall not be the basis of any grievance:

- 4.6.1 Termination of services or failure to re-employ by the Board of any probationary teacher.
  - 4.6.2 Any complaint for which there is another remedial procedure, or a form established by law or by regulation having the force of law or by regulation including any matter subject to the procedure specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended M.S.A. (15.1971, etc.);
  - 4.6.3 Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring were followed.
  - 4.6.4 Prohibited subjects of bargaining under state law.
- 4.7. No decision or adjustment of a grievance shall be contrary to the provisions of this agreement.

## **ARTICLE V**

### **5.SALARY**

- 5.1. The base salary schedule for 2023 - 2025 school year is as set forth in Appendix A.
- 5.2. Teacher Residency: All bargaining unit members working as teachers but without teacher certification shall be paid a base salary step of STEP 0; once the teacher obtains the appropriate teacher certification for the position the teacher is teaching, then the teacher shall be placed on the new salary schedule, and given credit for those years worked without teacher certification under the parties' Residency Teacher Memorial of Understanding (RTMOU), with placement calculations as set forth above to the extent applicable. In addition, the parties' RTMOU related to the same remains unchanged; in the event such MDE requirements are changed, then the RTMOU shall be inoperative and the parties shall meet to address the same. Teachers with Ineffective ratings do not get step movement to be in compliance.

- 5.3. Movement from lane to lane shall be made at the beginning of each semester, when proper certification of work has been submitted to the Administrative Services by October 14 or March 14.
- 5.3.1 Undergraduate work, approved in advance by the Superintendent shall be credited on the salary schedule.
- 5.4. **Hourly Rate:** A regular teacher shall be paid \$25.00 an hour for substituting. In mutually agreed total or partial school programs necessitating rearrangement of students with the faculty intact (meaning that no teacher has left the school district), no additional compensation shall be paid.
- 5.5. **Longevity:** Teachers who have 6-10 years shall receive \$2,000 each year, in addition to their contract salary. Teachers who have served fifteen (15) years (Years 11-15) shall receive \$3,000 each year in addition to their contract salary. Teachers who have served twenty (20) years (Years 16-20) shall receive \$4,000 in addition to their contract salary. Teachers who have served twenty-five (25) years (Years 21-25) shall receive \$5,000 in addition to their contract salary. Teachers who have served more than thirty (30) years (26-30) shall receive \$6,000 in addition to their contract salary. Teachers who have served more than thirty-one (31) years (31 and beyond) shall receive \$7,000 in addition to their contract salary.
- 5.6. **Outside Credit:** At the time of initial employment, up to five (5) years outside credit may be given for fully certified teaching experience outside the school district of Eastpointe.
- 5.7 Fully certificated teachers in vocational education may receive salary credit up to five (5) years for work experience in the occupational area of their endorsement.
- 5.8. After School Duties-A teacher not covered by a supplemental contract shall be paid \$25.00 per hour if assigned for participation in or sponsoring of an approved activity after the normal school day where there is an admission fee charged.
- 5.9. Bargaining unit members will be paid on 24 bimonthly pays on the 10th and 25th of the month unless they have a terminating contract which calls for fewer pays. If the regularly scheduled pay day falls on a holiday or weekend day, the payday will be on the day before the Saturday or holiday.
- 5.10. Vocational teachers involved in vocational programs which have a cooperative component will be employed for a minimum of ten (10) days beyond the normal school year. Additional days of employment will be paid at the teacher's daily rate.
- 5.11. Supplemental contracts shall be listed and calculated in accordance with Appendix F.

- 5.12. Supplemental activities shall be listed and calculated in accordance with Appendix F.
- 5.12.1 Supplemental contracts will be awarded on the basis of qualifications and experience with the sport or activity. Bargaining unit members will be given preference when qualifications and experience are similar.
  - 5.12.2 In the event a non-bargaining unit member is selected over a bargaining unit member, the bargaining unit member shall have the right to appeal. Appeals will be made to a standing committee composed of two (2) administrators and two (2) bargaining unit member coaches. The decision of this committee will be final. A tie vote will result in a final decision being negotiated by the EFE President and the Superintendent.
  - 5.12.3. Teachers granted supplemental contracts shall not gain tenure in that assignment. Coaching positions are annual appointments. All coaches shall receive an annual evaluation of their performance. A mid-season evaluation may be given if a coach is in danger of non- renewal. Failure to renew shall be based upon the results of the evaluation. Failure to renew a coaching assignment may be appealed to the standing committee on athletic hiring mentioned in this section.
  - 5.12.4. Supplemental contracts issued to non-bargaining unit members shall be reposted annually for two successive seasons. If no bargaining unit members apply, said supplemental shall not be re-posted except in accordance with established policy.
  - 5.12.5. Supplemental contracts for persons entering the field of coaching shall be based on the step level and salary lane according to actual years of paid coaching experience in that sport. No more than one (1) year of coaching experience may be earned in any one school year.
  - 5.12.6. In the event that athletic programs must be consolidated, the coaching positions for each team shall be posted as a new position in accordance with the provisions of this contract.
  - 5.12.7. All physical education teachers are encouraged to coach at least one (1) sport each school year.
- 5.13 Teachers receiving year-round supplemental, as cited in Appendix B, shall be paid proportionately throughout the school year unless otherwise noted.
- 5.13.1 Teachers receiving seasonal supplemental pay contracts shall be paid in total at the conclusion of the last scheduled activity.

- 5.14. A permanent advisory committee for equal opportunity in athletics will be established to review the formula factors and their application, to make recommendations for change, retroactive to the current contract year. This joint committee shall consist of three (3) members of the Bargaining Unit, two (2) of whom are holders of athletic supplemental contracts, and three (3) administrators. The bargaining unit members will be appointed by the Union President annually. In the event the Athletic Director or a coach feels there is a cause for a change, they may request, in writing, a review of the change. This request shall be filed with the Athletic Director by May 1. The committee will review all requests and forward its recommendation to the Superintendent and Federation President.
- 5.15. All currently employed teachers shall receive military experience credit for honorable service on active duty in the Armed Forces of the United States. This credit will be granted retroactively for all bargaining unit members who held a teaching certificate at the time of such service. The maximum allowance for such experience on the salary schedule shall be two (2) years.
- 5.16. Experience on the salary schedule, not to exceed two (2) years, may be granted to all teachers for service with VISTA or The Peace Corps. Bargaining unit members must have held a teacher's certificate at the time of such service.
- 5.17. A teacher who is in the Armed Forces Reserve or the National Guard shall be paid the difference between their reserve pay and their regular pay with the School District when they are on full time active duty during the normal school year (provided proof of service and pay is submitted) for a maximum of two (2) weeks per year, except in the case of an emergency approved by the Board, who may extend the time.
- 5.18. Travel mileage will be paid to those members of the bargaining unit who regularly use their personal automobile in the performance of the duties (exclusive of travel to and from their residence). Said reimbursement will be at the rate of 65 cents per mile.
- 5.19. A severance payment will be paid to bargaining unit members for each year of service in the district provided the member is eligible for retirement and makes application to the Michigan School Employees Retirement System. Severance payment shall be \$400 for each year of service.
- 5.20. Teachers must mentor for a full year to receive the full mentor stipend. If a teacher does not mentor for the entire year, they will be paid on a prorated basis.
- 5.21. Teachers will be allowed to provide input for the selection of the Department Leader. A Department Leader will be compensated for service at the rate of \$5,000 per year which includes three (3) additional days of service.

- 5.21.1. The District will provide a written job description for the Department Leader. To be eligible to be a Department Leader, the teacher must have a satisfactory evaluation as a teacher and, if applicable, as a Department Leader.
- 5.22. The High School Assessment Leader will be compensated at the rate of 3% of their contracted annual salary. Additionally, the Teacher will be provided one (1) hour of release time per day to carry out duties and responsibilities as Assessment Leader.
- 5.22.1 The District will provide a written job description for the Assessment Leader. The Assessment Leader shall be evaluated each school year by the principal. In the event of an unsatisfactory evaluation, the Assessment Leader may be removed from the position.
- 5.22.2. During official state testing window, the Assessment Leader will be released from all class responsibilities by being provided with a substitute teacher.
- 5.22.3. The Assessment Leader will be paid on the contracted per diem basis if required to report to work during a vacation period.
- 5.23. Beginning with 2023-24 school year, employees eligible for step movement on the salary schedule will not in fact move if the District projects that its fund balance is less than eleven percent (11%) for the previous school year as reflected in the District's June budget resolution. If such projection is confirmed in the District's audit completed and received by the District in November, then no step movement will in fact occur; if such audit shows that the district fund balance is eleven percent (11%) or more, then step movement will in fact occur for that school year, retroactive to the beginning of the school year.

"Fund balance" is undesignated and/or unassigned general fund balance, and it would not include general fund revenues generated by sale of capital and/or financial gifts given to the district.

It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than 3% unless such general fund expenditures are made to support or implement programs and initiatives required by federal and/or state mandates.

For the 2023-24 school year: End of year signing/retention bonus payment (non-MPSERS eligible) to the employee for an amount up to 5% of the employee's base salary/wages paid for the 2023-24 school year- adjusted based on individual employment circumstances (partial FTE, reduced work year, employment start date, etc.). Employees in dock status are not eligible for this bonus. In order to receive this payment the employee must be actively employed by the district on June 30, 2024. The EOY bonus will not be applicable in the 2024-25 school year.

## **ARTICLE VI**

### **6. INSURANCE**

- 6.1 The Board shall pay the premium for health care coverage for the teacher who is head of household and their family, or the teacher not covered by a comparable hospitalization plan through their spouse. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended period is due to illness of the employee or sabbatical leave.
  - 6.1.1 The Board of Education will provide a voluntary flexible benefit option to all employees.
  - 6.1.2 The selection of the carrier shall be by the Board of Education with prior consultation with the Federation.
- 6.2 **Option 1:** Employee chooses to accept district health care coverage. See Appendix B for Terms.
- 6.3 **OPTION 2 (Opt Out):** Employee chooses to "Opt Out" of insurance coverage. A "Plan Year" cash rebate of \$2400 will be paid to the employee (prorated at \$200 per month). This is available only to those employees choosing to "opt out" of medical coverage. This option is available to employees providing adequate proof of outside insurance. OPTION 2 is not available to an employee and their spouse, both of whom are employed in the district. Each benefit description is intended as an easy-to-read summary. It is not a contract. For complete details of benefit terms, conditions, limitations, and exclusions please see your benefits contract.
- 6.4 **Optical Coverage:** The Board shall provide each teacher with optical insurance as indicated in Appendix C.
- 6.5 **Life Insurance:** The Board shall provide each-bargaining unit member with \$35,000 group term life insurance with double indemnity and a \$2,000 Dependent Basic Term Life Insurance policy.
- 6.6 **Annuities**



- 6.6.1 The Board shall provide for each bargaining unit member payroll deductions to purchase tax shelter annuities.
- 6.6.2 Carriers will be limited to those having ten (10) or more bargaining unit member subscribers and providing direct billing to the district.
- 6.6.3 Deductions will be taken each pay period totaling 24 pays per year.

**6.7 Dental Insurance:**

- 6.7.1 See Appendix D for coverage schedule.
- 6.7.2 If a member chooses a "50% of reasonable charges option" or chooses to "opt out" of the dental coverage, a \$150 or \$350 payout respectively will be contributed by the employer toward the member's uninsured health care reimbursement account (UHCRA).

## **ARTICLE VII**

### **7. LEAVE DAYS**

- 7.1. Eleven (11) sick leave days shall be granted to a teacher for each year of this contract. **The leave days will be advanced as follows: six leave days in September and five additional leave days in the beginning of the second semester, however, they are earned at a rate of two leave days in the first month and one leave day per month after that. A teacher not completing the school year will not earn the full eleven (11) days and if their usage of the days exceeds the amount earned, he/she will be deducted pay for the unearned days** Sick leave days may be used for the following purposes. (Including mandatory quarantine)

- 7.1.1 Personal injury or illness

- (b) Physician documentation may be required for the following circumstances:**

- a. **If the absence exceeds two (2) days,**
    - b. **In cases where a pattern of absences has been established,**
    - c. **If the absence occurs during the first or last week of school,**
    - d. **If an absence follows or precedes a holiday.**

- (c) Absences that are planned shall be requested a minimum of one week prior to the absence for approval by an administrator by completing an approval request form. These absences may not require physician documentation.**

- (d) If illness is of a serious or contagious nature, a certificate from their physician certifying recovery shall be required.**

**(e) Failure to provide requested documentation may result in dock day and/or progressive disciplinary action.**

- 7.1.2 Serious illness or serious injury of a member of the bargaining unit member's immediate family for a period not to exceed two working days. Spouse, child, parent, grand-parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and a relative living and making their home in the teacher's household shall be included in the teacher's "immediate family". **Documentation may be requested if the absence exceeds two days.**
- 7.2 The leave days will be advanced as follows: six leave days in September and five additional leave days in the beginning of the second semester, however, they are earned at a rate of two leave days in the first month and one leave day per month after that. A teacher not completing the school year will not earn the full eleven (11) days and if their usage of the days exceeds the amount earned, they will be deducted pay for the unearned days.
- 7.3 Any unused leave days from each year shall be added to the accumulated sick leave allowance.
- 7.4 Unused sick leave allowance shall accumulate to a maximum of one hundred fifty (150) days and be designated as "accumulated sick leave allowance". When leave is exhausted, such bargaining unit member shall not accrue any more days unless working. All absences will be charged to the bargaining unit member's annual "leave allowance", Unless such absences exceed eleven (11) days per year at which time they will be charged to the "accumulated sick leave allowance".
- 7.5 Recognizing that Professional Development Days (full or half day increments) are required by the State of Michigan, designated PD days are mandatory for bargaining unit members to attend except in the event of serious illness confirmed by written verification of a medical doctor; failure to have such written verification shall result in the day being unpaid (i.e., a docked day). Failure to do so will subject a bargaining unit member to progressive discipline as applicable by the provisions of this agreement.
- 7.6 Bargaining unit members will be paid one half of their daily rate of pay for each day accumulated in excess of 150 but not used. Payments will be made by July 31st.
- 7.7 In the event of death, accumulated sick leave allowance beyond one hundred fifty (150) days as described in Section 7.6 shall be paid at one-half of the bargaining unit member's current daily salary to the bargaining unit member's estate or beneficiary.

- 7.8 In the event of the death or retirement of a bargaining unit member, accumulated sick leave allowance not accounted for under 7.5 shall be contributed to the sick bank.
- 7.9 Sick leave allowance shall not accrue, be used or granted for additional service such as Adult Education, Summer School, Election Duty, and supplemental assignments. If a bargaining unit member's employment is terminated for any reason other than retirement systems for public school employees, or Federal Social Security Retirement death, disability, incapacity, or retirement under the provisions of Michigan Laws relating Laws, all accumulated sick leave allowance shall be forfeited. In the event a bargaining unit member resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.
- 7.10 In the case of absence, members of the bargaining unit shall report their absence by means of the District Time Management system. Failure to give proper notice when a substitute has been placed on duty shall result in the deduction of the daily cost of the substitute from the bargaining unit member's wages.
- 7.11 The Board shall have sick leave accumulation printed on paystubs for each bargaining unit member.
- 7.12 Upon recommendation of the Superintendent, the Board may, at its expense, require a bargaining unit member to submit to a physical or mental examination by an appropriate specialist to determine if sick leave is warranted.
- 7.13 Sick Bank:
- 7.13.1 A sick leave bank shall be established.
- 7.13.2. All members of the Bargaining Unit who have completed one year of employment with the Board may participate in the sick bank.
- 7.13.3. Each participating bargaining unit member shall contribute one day of his/her sick leave days in the first month of eligibility and thereafter, bargaining unit members having more than four days accumulated sick leave shall contribute one day each time the bank is depleted.
- 7.13.4 An employee will not be eligible for withdrawal of days from the sick bank until they have been ill at least fifteen (15) continuous work days. Job sharers/part time members must have five 15 half days accrued in their personal sick bank and have been sick for at least 15 continuous work days.
- 7.14 Withdrawal from the sick bank shall be as follows:

- 7.14.1 Days 16-35 gets 100% of daily rate from sick bank and benefits with same employee contribution for benefits as prior to entry on sick bank.
- 7.14.2 Days 36-180 gets 66.66% of daily rate from sick bank, and employee may supplement 33.34% from own sick bank; benefits with the same employee contribution for benefits as prior to entry on sick bank.
- 7.14.3 After a 250-calendar day elimination period, if the employee remains unable to return to work, the employee may apply for District-paid Long-term disability insurance at 66.66% of the teacher's base salary, and may also apply for District insurance benefits under COBRA. See Appendix.
- 7.15. A bargaining unit member withdrawing sick leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.
- 7.16. Applications for withdrawal from the sick bank shall be submitted to a review committee consisting of two (2) persons selected by the Union. This committee shall review and approve or disapprove all requests for withdrawals.
- 7.17 Application for use of the bank prepared by the Union shall be available upon request from the Administrative Services Office. Completed applications, with appropriate medical documentation, must be returned to the Administrative Services Office. Upon receipt, they will be recorded and forwarded to the EFE Sick Bank Committee for consideration.
- 7.18 If a bargaining unit member has exhausted his/her accumulated sick leave, the Board shall consider the merits of the bargaining unit member's situation and may, on the basis of the bargaining unit member's employment and service record, advance sick leave allowance. Otherwise, absences in excess of the bargaining unit member's accumulated sick leave allowance, or for reasons other than those herein before specified, shall result in loss of pay.
- 7.14 A bargaining unit member shall be allowed three (3) working days as funeral leave days, not to be deducted from sick leave, for a death in the employee's immediate family. Additional days may be granted with prior approval from the Superintendent or his/her designee. "Immediate Family" shall be defined in 7.1(2).
- 7.15 In the event that schools are closed for student instruction because of weather conditions, employees shall be notified by an official school district announcement from the Superintendent's office at the earliest possible time.

## **ARTICLE VIII**

### **8. LEAVES OF ABSENCE**

8.1 (d) Prolonged illness in the immediate family (as defined) Upon written request, leaves of absence without pay not to exceed one (1) year shall be granted without loss of seniority. Request for said leaves must be filed ten (10) days prior to the start of the leave. Said leaves shall be for the purpose of:

(a) Service in a Government Agency or service to the American Federation of Bargaining unit members, the Michigan Federation of Bargaining unit members, the AFL-CIO and/or affiliates and recognized social or fraternal organizations.

(b) Maternity

(c) Illness

defined in 7.3, paragraph 2)

(e) To pursue a formal plan to study leading to an advanced degree

(f) National Defense

(g) Educational exchange program, or educational grant or fellowship

(h) Leaves for other reasons may be granted.

Bargaining unit members on said leaves shall not accrue sick days during their absence.

8.2. Leaves of absence may be extended, not to exceed one (1) year, for good cause.

8.2.1 Bargaining unit members returning from leaves of absence in excess of one (1) year shall be given, according to their seniority, the first open position for which they are certified.

8.2.2. Leaves of absence granted for reason stated in 8.1. (a), will be for the duration of the office.

8.3. Bargaining unit members granted short-term leaves of absence within a given school year shall be given their former assignment upon expiration of said leave, providing that their intent to return is a matter of record prior to the granting of leave consistent with the Family Medical Leave Act (FMLA).

8.3.1. Bargaining unit members granted leaves of absence extending into a new school year will be staffed and returned consistent with the provisions of 13.1 providing that the Superintendent or his/her designee is in receipt of a written request, no later than April 1st of the leave year, from the bargaining unit member indicating

their intent to return. Failure on behalf of the bargaining unit member to give written notification will be interpreted as abandonment of position.

- 8.4 Re-employment before the expiration of a leave should be requested through the Administrative Services Office. A bargaining unit member returning from said leave shall have priority over new applicants.
- 8.5 A bargaining unit member who is subpoenaed to court or serves on jury duty shall be paid the difference between his/her daily pay for jury duty and his/her regular daily salary for each day in which the bargaining unit member reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. The jury duty check should be cashed by the bargaining unit member and a copy of the check or check stub should be forwarded to the payroll office.
- 8.6 A bargaining unit member who is selected to attend any Federal or State educational institute or program or any accredited educational institute on a Federal, State, or privately funded grant or fellowship, and if the scheduled institute commences no more than two weeks prior to the close of the school year, shall be provided release time with no loss of pay providing such bargaining unit member has expressed in writing his intent to continue employment in the District.
- 8.7 Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.

## **ARTICLE IX**

### **9. PROBATIONARY BARGAINING UNIT MEMBERS**

- 9.1. A probationary bargaining unit member shall receive a minimum of three formal written reports annually, the first report to be filed not later than ninety (90) work days from the date of employment. The report should be forwarded to the Superintendent of Schools or his/her designee for filing in the bargaining unit member's official file. A bargaining unit member shall have the right to add any information or comments he/she feels are pertinent to the report.
- 9.2. First year probationary bargaining unit members will be required to attend five (5) days of curriculum orientation prior to the opening of school. Bargaining unit members hired

during the school year will be required to attend the curriculum orientation the following year.

9.3. Mentor Bargaining unit members:

9.3.1. Consistent with provisions of P.A. 25, each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor bargaining unit member. The mentor bargaining unit member will be available to provide professional support, instruction and guidance.

9.3.2. A mentor bargaining unit member will work with only one (1) probationary bargaining unit member annually.

9.3.3. Neither the mentor bargaining unit member nor the mentee shall be permitted to participate in any matter related to evaluation of the other. The mentor bargaining unit member shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor bargaining unit member, except in cases of misconduct.

9.3.4. (a) Bargaining unit members who volunteer as a mentor shall receive one \$960 for the year. Bargaining unit members must mentor for a full year to receive the full stipend. Payment will occur twice a year, one half of the amount (\$480) will be made with the submission of the appropriate documentation at the end of each semester.

(b) Should the number of mentor bargaining unit members required exceed the number of bargaining unit applicants, the positions will be offered to retired bargaining unit members and/or retired administrators who possess the qualifications. Retirees receive 1% of their last salary while employed by the Eastpointe Community Schools.

9.3.5. (a) The following detailed topics can be found in the "Eastpointe Community Schools Mentoring and Induction Handbook" which is available to any member upon request by contacting the Curriculum Department. Topics include the Michigan Mentor Law, mentor posting/selection, mentor/mentee matching, mentor incentives, mentor/mentee training, role definitions, professional development, contacts/visitations, activity log information, program evaluation, funding, and suggested year one/two/three strategies.

9.3.6. Any changes in the content of this handbook will be a collaborative effort between the union and the Board of Education.

# ARTICLE X CALENDAR

## 10.—A

- 10.1 Annual calendar appears in Appendix E
- 10.2 The parties agree to meet to resolve any calendar issues as soon as the common calendar for the Macomb Intermediate School District is made available.
- 10.3 One staff meeting, on the 2nd Wednesday of each month September to June, will be added to teacher work time. These meetings will not exceed 60 minutes each and will not be eligible for extra pay. They will be a mandatory part of the annual work requirement for teachers at all levels. Building administrators will set and share the schedule at the start of each semester.
- 10.4 Elementary bargaining unit members and Middle School shall receive one-half (1/2) Records Day at the end of each card marking period for the purpose of grading report cards and record keeping.
- 10.5 Preparation periods will be used for preparation of lessons, marking school records, parent conferences, IEP attendance (6 per semester) administrative conferences and team collaboration. Bargaining unit members are not to leave the building without administrative approval.



## **ARTICLE XI**

### **11. SUMMER SCHOOL**

- 11.1. All summer school teaching positions shall be posted in every building on the Union bulletin boards by April 1 of each year. Copies shall be sent to the Union President.
- 11.2 Applicants shall be ranked according to their seniority. In selecting summer school staff.
- 11.3 No bargaining unit member shall be assigned more than two (2) different preparations per class period.
- 11.4 There will be twenty-four (24) minutes of break time for bargaining unit members teaching a four (4) and one-half (1/2) hour block plus five (5) minutes of passing time Twelve (12) minutes of the break time may be assigned duty time.
- 11.5 The salary for summer school shall be teachers hourly rate.
  - 11.5.1 The salary for the summer school principal at the high school shall be 20% higher than the bargaining unit member's summer school wage.

## **ARTICLE XII**

### **12. DESIGNATION OF TERMS**

- 12.1 Whenever the term "Principal" or "Immediate Supervisor" is used, it is to include the administrator of any work location, functional division or group.
- 12.2 Whenever the term "bargaining unit member" is used, it is to include any member of the Bargaining Unit.
- 12.3 The term "day" when used in this contract shall, except where otherwise indicated, mean working school day.
- 12.4 Whenever the term "school" is used, it is to include any work location, functional division or group in which a grievance may arise.
- 12.5 The term "contract year" shall mean a twelve-month period commencing on the first Tuesday immediately following the first Monday in September of each year.

- 12.6 A "preparation period" is a period in which the bargaining unit member is not assigned to a regular program responsibility. A "teaching period" is a period in which the bargaining unit member is actually teaching students.
- 12.7 A "vacancy" shall be defined as any position which has been vacated by resignation, termination, transfer, or newly created position.
- 12.8. "Seniority" shall be defined as continuous years of employment in the district effective with the first day of employment. This effective date will be the day, month and year the employee was eligible for pay in a regular contracted position. In the event of identical seniority dates, the order of seniority shall be determined by a draw.
- 12.8.1 Seniority shall continue to accumulate when an employee is on an approved leave.
- 12.8.2 When a tenured bargaining unit member returns to the Unit from District administrative service, only service in the Bargaining Unit will count towards seniority in times of staffing and layoffs. The salary in the position to which the bargaining unit member is assigned shall be the same as if the bargaining unit member had been continuously employed in the newly assigned position.
- 12.8.3 Seniority is lost only when there has been a severance of employment to the district, i.e. resignation, employment elsewhere, failure to return from approved leave. Layoff does not constitute severance of employment. Seniority shall be lost when a bargaining unit member has been laid off for five (5) years.
- 12.9 "School Improvement Study Session" (S.I.S.S.) is a committee composed of the Superintendent and Federation President each of whom will select five (5) representatives from administration and the union respectively to address concerns relative to the educational program.

## **ARTICLE XIII**

### **13. STAFFING**

- 13.1. The Administration will develop a proposed educational program for the forthcoming year, identifying the staffing needs for each building, prior to April 15th. The Union will be furnished with all relevant information regarding the program and staffing upon completion of the above and prior to the publishing of tentative assignments for the ensuing school year.
- 13.1.1 These proposed staffing recommendations will be presented to the Board for approval at their next regularly scheduled meeting. Staff will be notified of their

tentative assignments by their building administrator the day after Board approval.

13.2. Job sharing will be available to members of the bargaining unit in conformity to the criteria set forth

13.2.1 If a job-sharing position cannot be readily facilitated at the building of application, the Administrative Services and/or Instruction Office will aid applicants in their search for a job sharing in another building.

13.2.2 Bargaining unit members will receive full seniority, full salary credit, and share fringe benefits not to exceed the cost of one full family coverage package.

13.2.3. The Director of Human Resources and job sharers will agree upon attendance at staff meetings, parent/bargaining unit member conferences, professional development meetings, substituting, and similar non-instructional commitments.

13.2.4 Job sharers will be paid at the hourly rate when attending district meetings on a non- scheduled workday.

13.2.5. Schedule is subject to approval by the Superintendent or their designee.

13.3 Bargaining unit members will be recalled according to seniority to the first position for which they are certified. Notice of recalls shall be sent to the employee at their last known address by registered or certified mail. The employee must return the letter either accepting the recall or terminating employment. If the employee fails to respond within fifteen (15) business days from the date the Administrative Services Office receives the signed return receipt, he/she shall be considered to have terminated his/her employment.

13.4. Any bargaining unit position vacated for more than thirty (30) days by transfer or unpaid leave of absence, shall be filled by a bargaining unit member who shall be given a contract. Subject contract will be retroactive to the first day of a thirty (30) day period for which the position was continually filled by that bargaining unit member. Employment shall be terminated when the seniority employee returns to the bargaining unit or at the end of the school year.

13.4.1 A person assigned to a temporary position for 150 days may be given a contract terminating in June of their teaching year. They will be entitled to all benefits of the contract with the exception of seniority rights. They will not become part of the seniority roster. Any re-employment will be at the discretion of the administration. Failure to re-employ will not be subject to the grievance procedure or just cause provision of the contract.

- 13.5 Tenured bargaining unit members may express to the Superintendent or their designee, through their principal, in writing, their desire to transfer to another assignment. Said request must be filed by March 1st of each year and set forth the rationale for transfer.
- 13.6. Bargaining unit members will be notified in writing of the disposition of their transfer request subsequent to staffing.

## **Section B**

### **ARTICLE I**

#### **1. PURPOSE & SCOPE**

- 1.1 This agreement entered into between the Board of Education of Eastpointe Community Schools, Macomb County, MI, hereinafter called "the Board" and the Eastpointe Federation of Educators, hereinafter called "the Union" shall continue in force and effect until 11:59, August 22, 2025.
- 1.2 Negotiations with regard to a new contract shall commence not later than sixty (60) days prior to the expiration of the Agreement. No provisions of this contract shall be retroactive prior to the date of this contract unless otherwise specifically stated herein.
- 1.3 While this contract is in effect, the Board shall not be obligated to negotiate subjects waived by the Contract, claims based on oral agreements and matters not in the Contract that were covered by negotiations or within the contemplation of the parties. The board shall not negotiate those subjects listed as prohibited subjects of bargaining in section 15 of the Public Employment Relations Act as it is constituted as of August 1, 2023.
- 1.4 This agreement shall supersede any rules, regulations, practices or policies of the Board which shall be contrary or inconsistent with its terms.
- 1.5 This agreement supersedes any Letter of Understanding or agreements entered into between the parties unless otherwise incorporated into this contract.
- 1.6 This agreement is not intended to abrogate the statutory power of the Board of the School District to make reasonable rules and regulations, to manage and to direct all the

operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public-school system, and to seek injunctive relief for violations of the provisions of this Collective Bargaining Agreement.

- 1.7 The board shall not interfere with the private lives, personal beliefs, academic and professional freedom of teachers, providing the teachers' private lives, beliefs and exercise of academic and professional freedoms do not detrimentally reflect upon the reputation of the School District. The Board shall exercise its powers and authority towards establishing freedom to teach under the best possible conditions.
- 1.8 This agreement is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union, and the members in the Bargaining Unit, including any amendments that may hereafter be made during the life of the contract, and whenever the terms of this agreement shall at any time be held to be contrary to the law by a competent court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all provisions of this agreement shall continue in effect.
  - 1.8.1 In the event this agreement or any part of it shall at any time be held contrary to such laws, the parties will meet to renegotiate the items in question which are not prohibited subjects of bargaining.
- 1.9 During the term of this contract, there shall be no strikes or picketing. Neither the Union nor its members shall sponsor picketing. Nothing contained herein shall be construed to limit, impair or affect the right of any public bargaining unit member to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment.
- 1.10 Neither the Board nor its agents shall discriminate against any teacher on the basis of religion, race, color, national origin, sex, height, weight, handicap, marital status, political activities or membership or participation in the activities of any bargaining unit member.
  - 1.10.1 The Union agrees to admit all teachers to its membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or prior membership or past participation in the activities of any bargaining unit member.
  - 1.10.2 Membership in the Bargaining Unit shall not be required as a condition of employment of any bargaining unit member with the Board. Further, nothing

herein shall prohibit or require any paraprofessional from being a member of or participant in the activities of the Unit except as required by the provisions of this Contract.

- 1.10.3 The Board shall seek out and hire a certified integrated Staff reflective of all races.

## **ARTICLE II**

### **2 RECOGNITION AND UNION RIGHTS**

- 2.1 Pursuant to and in accordance with all applicable provisions of Act 176 of Michigan Public Acts of 1939 (M.S.A. 17.454 (1)-(22) as amended by the provisions of Act 336 of Michigan Public Acts of 1947 (M.S.A. 17455 (1)-(8) up to and including Act 379 of the Michigan Public Acts of 1965 (M.S.A. 17.455), and Act 282 of 1965 (M.S.A. 17.454 (10.4)-(32), the Board does hereby recognize the Eastpointe Federation of Educators as the exclusive representative of all Certified Instructional Personnel, including Alternative Education, Counselors, School Nurses, Vocationally Certified Nurses, Vocationally Certified Instructors, Deans of Students, and Instructional Coaches (section B) as well as the following special services personnel: Social Workers, Speech Pathologists and Psychologists; excluding Superintendent, Assistant Superintendent, Supervisors, Administrative Assistants, Directors, Principals, Assistant Principals, and all other bargaining unit members. The term teacher when used hereinafter in this agreement shall refer to all bargaining unit members recognized in this paragraph whose employment is regulated by the Michigan Teacher tenure act, as amended, and “support staff” shall refer to all bargaining unit members recognized in this paragraph whose employment is not regulated by the Act, such references shall mean both male and female members. When the term bargaining unit members is used hereinafter, it refers to all bargaining unit members recognized in this section regardless of their status under the Tenure Act.
- 2.2 No person or persons shall bargain individually or collectively with the Board concerning any position within the bargaining unit nor any terms or conditions of the agreement except through the authorized representatives of the Union.
- 2.3 The employer shall forward to the Union a list of all bargaining unit members within their respective bargaining unit classifications indicating their seniority date and building assignment within sixty (60) days following the opening of school.

- 2.4 Further, the employer shall notify the Union of any changes in the above.
- 2.5 Each member of the Bargaining Unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.
- 2.6 The Board shall provide to the Union, upon request, any and all information as required by law.
- 2.7 Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled by the parties to this contract, members mutually scheduled to participate during working hours shall suffer no loss in pay and substitutes shall be provided if necessary.
- 2.8 Nothing in this contract shall be construed to prohibit any bargaining unit member, Union representative, or Union Committee from consulting with administrative officials at mutually scheduled times.
- 2.8.1 Bargaining unit members required to meet with the Administration on disciplinary matters shall be so informed and shall have union representation at said meeting if so requested by the bargaining unit member.
- 2.9 Board agendas and the Superintendent's Report shall be provided for the Union President as well as emailed to all members and posted on the website in compliance with the open meeting act.
- 2.10 Conference days: The Union is granted thirty-five (35) conference days which may be used by such member or members of the bargaining unit as the Union President, in their sole discretion, shall determine. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations, to be billed annually.
- 2.10.1 The Union President shall be released half time to conduct staff support activities, as they deem necessary, to ensure the smooth operation of the district. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations. If the Union President is from the secondary level, they shall be assigned three (3) teaching periods and (1) preparation assignment. They shall be released for two (2) teaching periods exclusive of lunch. If the President is from the elementary level, they shall be assigned .67 and shall be released .33 day exclusive of lunch.
- 2.10.2 The Union Treasurer shall be released one (1) day per month from September to June. The Union shall reimburse the district for the daily salary of the substitute teacher assigned to teach the Treasurer's classes.

- 2.11. The Board shall provide exclusive, prominently placed, bulletin boards in each building, which may be used by the Union for posting notices of the following types: notices of recreation and social events; notices of Union elections; notices of results of Union elections; notices of meetings; Collective Bargaining Agreement amendments and supplements, Union literature; and professional literature.
- 2.11.1 Notices posted on the Union bulletin board shall bear the written approval of the school building Union representative as shown by his/her initials or signature.
- 2.11.2 The bulletin board shall be identified with the name of the Union, and the authorized building representative of the Union shall be responsible for posting.
- 2.12 The Union shall have the right to place material in the mail boxes of all bargaining unit members in buildings.
- 2.12.1 Material detrimental to the employer and employee relationship shall not be placed in mailboxes.
- 2.12.2 A copy of material for general distribution shall be given to the building principal and Superintendent.
- 2.12.3 All material placed in the mail boxes shall contain on it the identity of the sender.
- 2.12.4 The Union, bargaining unit members, or the Board shall not use the school mailboxes for distribution of local school board candidates' campaign materials.
- 2.13 Special Conferences shall be arranged between the Union President and Superintendent or their designee. Such meetings shall be between not more than two representatives of each party unless additional representation is mutually agreed upon, in advance, by the parties.
- 2.13.1 Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up in the meeting shall be presented at the time of the conference. The Union members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.
- 2.13.2 The Union may use a building without charge, provided there is no additional cost to the Board, for bargaining unit membership meetings and with the consent of the appropriate building principal providing such use does not interfere with the educational program of the Board. The union agrees to reimburse the Board for any damage.



# Article III

## 3. Paraprofessionals

3.1 **Hourly pay rates.** These are as set forth in Appendix A. The Board shall provide twenty-four (24) pays for all full-time employees. Paraprofessionals on terminating contracts will be paid on twenty (20) pays.

14.1.2 **Paid Holidays-** the following will be designated as paid holidays:

Labor Day  
Thanksgiving Day and the full day following Thanksgiving Day  
Christmas Day and one day before and after Christmas Day  
New Years' Eve Day and New Years' Day  
Martin Luther King Jr. Day  
Good Friday and the Monday following Easter  
Memorial Day

3.2 **Longevity-** Members of the bargaining unit who have ten (10) years of experience in the system shall receive \$1000 each year, in addition to their contract salary. Members who have served twenty (20) years shall receive an additional \$100 each year in addition to their contract salary.

3.2.1 **Start/End Report Times:** 10 Minutes before student start;10 Minutes after dismissal.

3.3 **Insurance Coverage-** Coverage of benefits within this section shall be as follows: Employees who work an average of at least six (6) hours per day will receive 100% coverage.

See Appendix B, C and D for insurance plan details.

3.4 **Individual security and working conditions**

3.4.1 **Personnel file-** Upon request, employees shall have the right to examine their personnel file. Employees shall be permitted to reproduce any material in their file. Copies of all evaluative material placed in the employee's file shall be provided to the employee. Paraprofessionals must meet the criteria set forth in applicable state and federal laws in terms of education, qualification, experience, etc.

3.4.2 **Work Schedule-** An employee who is advised not to report to work because of an emergency school closing, where the days do not have to be made up under State law, will be paid at the daily rate of pay. If State law requires the day be

made up, the employee will report on the rescheduled day and will not be paid for the day when schools were closed.

- 3.4.3 **Posting of Job Openings-** Whenever any vacancy within the bargaining unit arises, the employer shall publicize the same by notifying each employee at least ten (10) calendar days before the vacancy is filled. In the event of an emergency, the employer may fill a vacancy on a temporary basis.
- 3.4.4 **Duties-** Duties of the members of the bargaining unit shall be limited to performing those tasks that supplement the instructional process under the direction of a certified staff member.
- 3.4.5 **Seniority/Probationary Period-** Seniority shall be based on the member's date of hire into the bargaining unit. Every new hire and re-hire shall be considered a probationary employee for the initial sixty (60) working days of their employment. Such probationary employees shall receive a written evaluation of their performance no later than sixty (60) working days subsequent to the date of hire. During such probationary period the employee shall have no rights under this agreement. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee with seniority retroactive to the date of hire. An employee's seniority shall terminate when:
- a. An employee resigns or is discharged
  - b. The employee fails to return from recall within fifteen (15) business days of the date of notification
  - c. Retirement under Michigan Public School Employees
- 3.4.6 **Evaluation criteria-** Paraprofessionals will be evaluated and goals for improvement will be written by the appropriate administrator, in collaboration with the paraprofessional. Paraprofessionals will be observed for purposes of evaluation two (2) times per year. Building administrators will collaborate on the evaluations with the Assistant Superintendent of Instruction or his/her designee. Paraprofessionals with an unsatisfactory evaluation will have an individual development plan put in place to improve performance before the next evaluation.
- 3.4.7 **Layoff-** Whenever it becomes necessary to reduce the working force, employees will be laid off on the basis of seniority and specific job qualifications. Employees whose positions have been eliminated shall have the right to transfer to positions within the bargaining unit for which they are qualified, providing the person holding such position has less seniority. Employees to be laid off for an

indefinite period of time shall have at least fifteen (15) business days' notice of the layoff. The Union President shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees. Title One Academic Support Staff on terminating contracts with a satisfactory evaluation will be given reasonable assurance of employment notification for the next school year as soon as funding is assured.

3.4.8 **Recall**-Laid-off employees shall be recalled in the reverse order of lay-off. Notice of recalls shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to respond within fifteen (15) business days from the date of mailing of notice of recall, he/she shall be considered to have terminated his/her employment.

3.4.09 **Union Membership**- Each member of the bargaining unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.

### 3.5 Definitions

3.5.1 **Definition of Full Time** Full time will be considered to be employees who work an average of at least six (6) hours per day.

3.5.2 **Academic Support Paraprofessional** Academic Support Paraprofessionals work under the direction of the program/building administrators and teachers. Typical responsibilities include but are not restricted to the following:

1. Works with individual and small groups of students to provide direct academic support services.
2. Assists the classroom teachers with instruction of reinforcing material and/or skills as identified by the literacy coach/teacher.
3. Works with other Literacy Team members to maintain the Literacy Library.
4. Assists with the administration, scoring, recording of assessments and with data collection.
5. Maintains program records as assigned and within due dates.
6. Maintains open communication with administration, bargaining unit members, staff, parents, and students relative to programs.
7. Participates in professional development as required.
8. Demonstrates excellent reading, writing, and communication skills, and demonstrates ability to work effectively with children and adults.

Academic Support Paraprofessionals shall also possess appropriate qualities of character and experience as determined by the Board of Education.

**3.5.3 Media Center Paraprofessional-** Media Center Paraprofessionals supplement the instructional process within or outside of an instructional, educational setting, under the direction of the Media Specialist. The typical responsibilities include but are not restricted to the following:

1. Schedules use of specialized equipment, technology, programs and materials
2. Works with students and faculty in utilizing media and technology resources.
3. Works with students relative to curriculum tasks and assignments as directed by professional staff.
4. Locates, processes, maintains, repairs, and circulates media collections.
5. Keeps the professional staff informed of materials available to enhance and supplement their instruction.
6. Performs first line routine maintenance on all equipment. Schedules service and arranges for repairs, as directed.
7. Interacts with administration, teaching staff and students to develop innovative practices for the Media Center.

The Media Center Paraprofessional should have a working knowledge of computers, current media technology and catalog/filing protocol. The individual shall also possess qualities of character and experience as determined by the Board of Education.

**3.5.4 Vocational Education Paraprofessional-** Vocational Education Paraprofessionals assist certified personnel in career and technology education. Typical responsibilities include but are not restricted to the following:

1. Works with individual students or small groups of students to reinforce learning of material or skills initially introduced by the teacher.
2. Assists the teacher in devising special strategies for reinforcing material or skills based on understanding of individual students, their needs, interests, and abilities.
3. Guides independent study, enrichment, and reinforcement work set up and assigned by the bargaining unit member.
4. Checks notebooks, corrects papers, and supervises testing and makeup work, as assigned by the bargaining unit member.

5. Serves as resource person to any guest teacher in the absence of the classroom teacher.
6. Informs the classroom teacher of any problem or special information about students.
7. Demonstrates appropriate reading, writing, and communication skills.
8. Works effectively with special population students.
9. Utilizes and maintains program specific career/technology equipment. The Vocational Education Paraprofessional must have certified education and/or work experience directly related to the Career and/or Technology Program for which they are assigned. The paraprofessional must also meet State and/or Federal guidelines relative to mandated qualifications. The individual will demonstrate ability to communicate and work effectively with students. The individual shall possess the appropriate qualities of character and experience as determined by the Board of Education.

**3.5.5 Special Education Paraprofessional-** Special Education Paraprofessional assists certified special education personnel with the instruction, management and medical needs of students within an instructional setting. Typical responsibilities include but are not restricted to the following:

1. Works with students in class with curriculum tasks and assignments, guiding and helping, but not teaching.
2. Under supervision of teacher, works with the student to reinforce and master material initially introduced by bargaining unit member.
3. Establishes, as fully as possible, a supportive and working relationship with the student(s).
4. Maintains behavior management procedures and follows classroom routines.
5. Serves as a member of the IEPT (Individual Educational Plan Team) when appropriate.
6. Gives assistance relative to physical needs of student(s), as needed.
7. Serves as a resource person to any guest teacher in the absence of the classroom teacher.

8. Informs the special education teacher of any problems or special information about students(s).
9. Demonstrates appropriate reading, writing, and communication skills.
10. Works effectively with special needs children.

It is the intent of the East Detroit Public Schools to have all special education paraprofessionals certified utilizing the Macomb Intermediate School District classes and standards. Administration will pay hourly rate, mileage, and tuition for any current employees to attend. Every special education paraprofessional hired after the 1996-97 school year will be required to attend certification classes. Other paraprofessionals may request approval to attend. Special Education Paraprofessionals shall possess the appropriate qualities of character, physical ability and experience as determined by the Board of Education.

**3.6. General Performance-** In addition to specific job classification responsibilities, all paraprofessionals will:

- 3.6.1 Follows teacher and/or administrator instructions for carrying out assigned tasks within the identified scope of responsibilities in a specific position level (see additional indicators for specific paraprofessional positions).
- 3.6.2 Follows policies and procedures established for district personnel.
- 3.6.3 Maintains confidentiality of all information about students and their families.
- 3.6.4 Uses interactive and communication methods that demonstrate respect for cultural diversity and individuality among students and staff.
- 3.6.5 Participates in professional and career development opportunities.
- 3.6.6 Uses copy machines, computers, adaptive equipment, and audio/visual technology appropriately.
- 3.6.7 Is punctual and maintains an acceptable attendance record.
- 3.6.8 Dresses in a manner consistent with their professional responsibilities.

## Appendix A- Salary Table

2023 - 2025

	Step	BA	MA
	0 Non-Certified	\$42000	
	1	\$47,000	\$50,000
	2	\$49,118	\$52,150
	3	\$51,236	\$54,300
	4	\$53,354	\$56,450
	5	\$55,472	\$58,600
	6	\$57,590	\$60,750
	7	\$59,708	\$62,900
	8	\$61,826	\$65,050
	9	\$63,944	\$67,200
	10	\$66,062	\$69,350
	11	\$68,180	\$71,500
	12	\$70,298	\$73,650
	13	\$72,416	\$75,800
	14	\$74,534	\$77,950
	15	\$76,650	\$80100
<p>****Education Variable: The parties agree that teachers with an Educational Specialist Degree, PhD, or similar advance degrees will receive an additional \$3000 per year.</p>			

<b>Paraprofessional Wages</b>	\$17.00	60 Day Probationary Period
	\$17.50	Per hour Para-professionals
	0.2	20 College Credits
	0.4	40 College Credits

The rate of pay for bargaining unit members on a partial teaching contract or partial teaching assignment within the school program is as set forth below:

**High School**

One extra class, one semester		11%
One extra class, two semesters		22%
One extra "skinny" class, one semester		5.50%
One extra "skinny" class, two semesters		11%

**Middle School**

three classes, prep and benefits		67%
four classes, prep and benefits		83%
one extra class, one semester		8.50%
one extra class, two semesters		17%

Bargaining unit members with a full-time contract who take an additional class for the full year will be paid proportionately throughout the school year. Bargaining unit members who take an additional class for less than a full year will be paid at the conclusion of the class.

Employees working less than full time, but at least .5 shall have prorated benefits. Employees working less than half-time shall not be eligible for benefits.



# Appendix F Supplemental Contracts

**“All stipend positions are annual positions requiring a year-end performance evaluation and may be posted annually. Position descriptions will be reviewed by Union leadership and Administration prior to posting.”**

\$10,000.00	Dean of Students Pending Building-Determined Need (5 additional work Days required)
\$3,000.00	Instructional Coach/Assessment Coordinator K-8, If staffed, grant funded Positions (3 additional work days required)
\$5,000.00	Department Leader 6-12
\$6,800.00	Activities Sponsor
\$2,000.00	Assessment EHS (EVA \$600)
\$600.00	8th Grade Academy Assessment Coordinator

Compensation for positions above rolled into contracts for annual work; annual year-end evaluation to be completed; Union leadership and Administration shall review position Descriptions.

\$3,000.00	Counselors, EHS Yearbook, EHS Robotics
\$2,750.00	Class Sponsor, NHS (minimum 2 meetings per month and 1 activity per quarter)

\*\*\* Class Sponsors will follow the class through freshmen, sophomore, and junior years. The Advisor after completion of the three-year cycle will begin a new three-year cycle with the next freshmen class. The Student Activities Sponsor will advise the 12th Grade.

\$2,750	Drama (per production 1 per semester half payment)
\$2,750	Band (Minimum of 1 concert per semester half payments; band camp; parades)
\$2,500.00	Forensics, EMS Robotics, EMS NJHS, 3-5 Patrol
\$2,000.00	Student Council 6-8, MS Yearbook, Drama Coach
\$500.00	Visual Arts (1 art show per semester half payments 3-12)
\$40.00 per hour	Qualified and Trained High Dosage Tutors
\$960.00	Mentor Teacher 24 hours full year (EOY)

\*\*\*Compensation for positions above paid at the conclusion of activity semester 1 and semester