

1074
11/6/2000

Collective Bargaining Contract

1997-2000

**EAST DETROIT
FEDERATION OF TEACHERS
AFT LOCAL 698**

and

**EAST DETROIT
BOARD OF EDUCATION**

#0282-7000131

East Detroit Public Schools

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ARTICLE I

PURPOSE & SCOPE

1.1 This agreement entered into this 27th day of August 1997 by and between the Board of Education and the East Detroit Public Schools, Macomb County, MI, hereinafter called "the Board" and the East Detroit Federation of Teachers, hereinafter called "the Union" shall continue in force and effect until 11:59 p.m., September 6, 2000.

1.2 Negotiations shall be commenced with regard to a new contract 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.

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 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.

1.6 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 freedom 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.

1.7 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.

1.7.1 In the event this agreement or any part of it shall at anytime be held contrary to such laws, the parties will meet to re-negotiate the items in question.

1.8 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 employee 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.

1.9 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 employee organization.

1.9.1 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 employee organization.

1.9.2 Membership in the employment group shall

not be required as a condition of employment of any teacher with the Board. Further, nothing herein shall prohibit or require any teacher from being a member of or participant in the activities of the group except as required by the provisions of this Contract.

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

ARTICLE II

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 East Detroit Federation of Teachers as the exclusive representative of all certified instructional personnel, including the vocationally certified nurse, vocationally certified instructors, employees on sabbatical leave with compensation, employees on non-compensable medical, maternity, or special leaves, and the following special services personnel: Social Workers, Psychologists; excluding Supervisors, Superintendent, Assistant Superintendent, Administrative Assistants, Directors, Principals, Assistant Principals, Department Chairpersons, and all other employees.

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 Upon filing with the employer of a written request authorizing payroll deduction, signed by the individual teacher, the Board shall during the term of this agreement and any extension or renewal thereof, deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of such teacher.

2.4 One-twentieth (1/20) of the annual dues shall be deducted from a teacher's salary commencing with the second pay period immediately following commencement of school in the fall and an equal sum for the nineteen next succeeding pays. Except as set forth in the preceding sentence, check-off deductions shall be deducted from the first pay of the teacher in the month immediately following execution and filing of an Authorization for Payroll Deduction. Such fees accompanied by a list of employees from whom the Board has made deductions and the amount deducted from each shall be forwarded to the appropriate Union Treasurer no later than thirty (30) days after the first day of October and February of each year.

2.4.1 The Board shall deduct a uniform voluntary contribution to the EDFT-COPE and/or MFT-PAC from teachers' salaries upon written authorization of the teacher.

The authorization list shall be filed by the Union at the Employee Services Office by September 1. Deductions shall commence with the second pay-day of the contract year and continue for twenty pays.

2.5 The employer shall forward to the Union a list of all employees within the bargaining unit indicating their seniority date and building assignment within sixty (60) days following the opening of school. Further, the employer shall notify the Union of any changes in the above.

2.6 Individual authorization forms are to be furnished by the Union and when executed, filed by the Union with the Administrative Office. Authorizations once filed with the Administrative Office shall continue in effect until revoked by the teacher on a form available from the Union and filed with the Administrative Office. At least sixty days prior to the beginning of each school year, the Union shall give written notification to the Administrative Office of the Board of the amount of its dues which are to be deducted in that school year under such authorization. The amount of deductions for such dues shall not be subject to change during that school year.

2.7 The Union agrees to reimburse any teacher for the amount of any monies paid to the Union by the Board which payment is, or may be determined to be, improper, and the Union agrees to hold the Board harmless from claims of improper deductions.

2.8 In the event a teacher receives a back pay settlement, or award for any calendar month for which no dues deduction has been made, a deduction for each month shall be made from such settlement or award.

2.9 Each member of the Bargaining Unit shall be free to join or not to join the Union, and no member shall be penalized for not becoming a member of the Union. Following execution of this agreement, each member of the Bargaining Unit shall either:

2.9.1 Be a member of Union and execute an authorization for payment of Union dues annually, or execute an authorization for payment of a service fee equal to the Union dues to be paid to the Union for benefits received by the member as a result of collective bargaining and other services in his/her behalf by the Union. Such authorization shall be executed within twenty (20) days following ratification of this Agreement by the Union and the Board.

2.9.2 If a member of the Bargaining Unit refuses to execute an authorization permitting deduction by the employer, he shall be dismissed from employment in the district at the close of the first semester.

2.10 The Union agrees to reimburse the Board for the amount of any money deducted by the Board and paid to the Union, which deduction is, or may be determined to be illegal and improper, or is in excess of a proper deduction. The Union further agrees to hold the Board harmless for any claims, deductions, costs and attorney fees incurred by the Board in connection with this article of the contract.

2.11 The Board shall make available for the Union, any information, statistics, records, teacher's work schedules and Board minutes not defined as confidential by law.

2.12 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.

2.13 Nothing in this contract shall be construed to prohibit any teacher, Union representative, or Union Committee from consulting with administrative officials at mutually scheduled times.

2.13.1 Teachers 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 teacher.

2.14 Board agendas and the Superintendent's Report shall be provided for the Union President, the Executive Vice President and copies shall be sent to each Union Building Representative for posting on the Union bulletin board.

2.14.1 The Board agrees to furnish within a reasonable time available information requested in writing by the Federation concerning the financial resources of the District, tentative budgeting requirements and allocations and such other information that will assist the Federation in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers together with pertinent information necessary for the Union to process any grievances.

2.15 Conference days - the Union is granted thirty-five (35) union business conference days which may be used by such member or members of the bargaining unit as the Union President, in his sole discretion, shall determine. The Union shall provide twenty-four (24) hours advance notice in writing relative to the above. These days shall be used in units no less than one-half day in length.

2.16 The Union President and the Executive Vice President shall each be released half time. The union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations.

2.16.1 If the Union President and/or Executive Vice

President is from the secondary level, they shall be assigned two (2) teaching periods and one (1) preparation assignment. They shall be released for three (3) teaching periods exclusive of lunch. If the President and/or Executive Vice President is from the elementary level, they shall be assigned one-half day and shall be released one-half day exclusive of lunch.

2.16.2 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.

2.16.3 The Union President may, upon written notification to the Superintendent prior to March 30 staffing, reduce union release time for the ensuing school year.

2.17 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:

1. Notices of recreation and social events;
2. Notices of Union elections;
3. Notices of results of Union elections;
4. Notices of meetings;
5. Collective Bargaining Contract; Amendments and Supplements;
6. Union literature;
7. Professional literature.

Notices posted on the Union bulletin board shall bear the written approval of the school building Union representative as shown by his initials or signature.

2.17.1 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.

2.18 The Union shall have the right to place material in the mail boxes of all teachers and other professional employees.

1. Material detrimental to the employer and employee relationship shall not be placed in mail boxes.
2. A copy of material for general distribution shall be given to the building principal and superintendent.
3. All material placed in the mail boxes shall contain on it the identity of the sender.
4. The Union, Teachers or the Board shall not use the school mail boxes for distribution of local school board candidate's campaign materials.

2.19 Special Conferences shall be arranged between the local president and Superintendent or his Designee. Such meetings shall be between not more than two representatives of each party unless addi-

tional representation is mutually agreed upon, in advance, by the parties.

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.

2.20 The Union may use a building without charge, provided there is no additional cost to the Board, for employee 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 INDIVIDUAL SECURITY AND WORKING CONDITIONS

3.1 Each teacher shall have the right to review the contents of his personnel files; he/she shall have the right to have a union representative accompany him/her in such review. All such reviews shall be made in the presence of the Superintendent or his designee. Confidential credentials from universities normally sought at the time of employment are specifically exempt from such reviews. A teacher

shall be permitted to reproduce any material in his/her file which is not confidential.

3.2 Tentative grade/department assignments for the next school year shall be posted thirty (30) days following the annual staffing of certified personnel for the school district.

3.3 In an attempt to relieve teachers of clerical and non-teaching duties relating to their teaching assignment, one four (4) hour office co-op student or secondary student clerk will be assigned to each elementary building for the use of the teaching staff.

3.4 Teaching vacancies, for the ensuing school year, which occur after staffing will be posted in all buildings on the Union bulletin boards for ten (10) days. Tenured candidates currently employed will be given the opportunity to apply for transfer to these positions based on qualifications, experience and seniority in that order.

Vacancies or new positions which occur after the opening of school will be posted for a period of five (5) days. Tenured candidates currently employed will be given the opportunity to apply for these positions based on qualifications, experience and seniority in that order. 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 fourth Friday

of school. Vacancies for the secondary level known prior to the beginning of the second semester will be posted.

If there are no eligible candidates for posted positions from the current teaching staff, positions will be filled consistent with the recall provisions of 15.1 if applicable.

Notice of vacancies occurring during the summer shall be sent to teachers who file their names and mailing addresses with the Superintendent or his Designee prior to the last student day of the school year.

3.4.1 Voluntary and involuntary transfers may be employed so as to eliminate the need for a new hire in filling a vacancy; however, transfers will not be permitted that will result in a new hire while teachers remain on lay-off.

3.4.2 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 in the building, for building staff only on the union bulletin board, for a period of at least five school days. Candidates will have five school days to apply for the posted position. Every properly certified applicant shall be entitled to an interview.

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.

3.5 The Board shall make a concerted effort to sponsor additional building programs, bond issues, millage proposals, employ additional staff to:

1. Maintain and establish professional conditions;
2. Conform to the policies and criteria propounded by the North Central Association of Colleges and Secondary Schools;
3. Accomplish the following objectives.

3.5.1 To assign no more students to a classroom than there are student work stations.

3.5.2 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.

3.5.3 To assign no more than one hundred (100) English students per secondary English teacher per day.

3.5.4 Class size: Grades 7-12

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.

3.5.5 In the secondary schools, to assign not to exceed two different subject preparations and one adjusted section per secondary teacher unless the teacher desires otherwise. Classes using different officially adopted textbooks shall be considered different preparations.

3.5.6 To employ two (2) permanent resource teachers in an effort to upgrade substitute teaching in special fields.

3.5.7 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.

3.5.8 To provide one room in each elementary building for teaching art, and one room in each elementary building for teaching vocal music.

3.5.9 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.

3.5.10 To provide students showing unusual interest and ability an opportunity to elect additional courses.

3.6 Teachers may make recommendations relative to grading and evaluation methods to the Superintendent or his designee who shall consider these recommendations.

3.7 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.

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.

3.7.1 The Federation President will appoint a teacher representative from the elementary, middle school and secondary level to serve on the Student Code Committee.

3.8 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 and post in all buildings a list of all educational con-

ferences 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.

3.9 The Union agrees to reimburse the School District for the use of expendable materials used by the Union.

3.10 Personnel Directory

It is the responsibility of the employee to keep the school district informed of his/her current mailing address and other pertinent information. Such information shall remain confidential unless otherwise authorized by the employee. 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 his/her address and/or phone number shall be withheld. The personnel directory shall be published and distributed annually in the Fall.

3.11 A teacher, with his/her consent, may be assigned a duty during his/her preparation period and/or during his/her lunch period.

3.12 Unless a teacher is negligent, he/she shall not be held liable by the Board for property loss or damages.

3.13 Teachers may use classrooms, lounges, or a room with a library atmosphere for preparation periods.

3.14 No teacher may be demoted or dismissed from service without a hearing before the Board if he/she requests one.

3.15 Teachers in a department may make written evaluations of their department chairperson. 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 and shall be considered by the Administration and the Board when reviewing departmental chairmanships. In the event a department chairmanship becomes vacant or a new department is created, teachers in that department may submit a written recommendation to the Superintendent of Schools for consideration.

3.16 The counselors' year shall contain fifteen (15) working days more than the normal teachers. The student counselor ratio shall be 450-1.

3.16.1 The high school AV teacher's work year shall contain fifteen (15) working days more than the normal teacher.

3.17 Grades kindergarten through five, inclusive, may have recess both morning and afternoon, if feasible within the physical structure and playground area.

3.18 The elementary specials' schedule shall be constructed by a committee of two (2) special teachers and an elementary principal. Once completed, it shall be implemented as developed in all schools. Should conditions arise such that a deviation might be necessary, this deviation would require dialogue between the appropriate building administration, union and special teachers.

3.19 The Board of Education will attempt to provide 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 East Detroit special education classrooms.

3.20 Children in elementary Special Education classes shall attend existing special classes unless not deemed appropriate by IEPC.

Children in other Special Education classes shall attend existing art, music, library and physical educational classes unless not deemed appropriate by IEPC.

3.21 The normal weekly teaching load for all teachers will not exceed twenty-five (25) pupil contact teaching hours.

3.21.1 High School teachers shall have a daily duty free lunch period.

3.21.2 Middle school teachers shall have a daily duty free lunch period within the established guidelines of the middle school day.

3.21.3 Elementary teachers shall have a 50 minute daily duty free lunch period.

3.22 High School teachers shall have a daily duty free preparation assignment equivalent to a normal class period.

3.22.1 Middle school teachers shall have a daily duty free prep period equivalent to a normal class period. In addition, team planning periods will be scheduled within the guidelines of the middle school day.

3.22.2 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.

3.23 All secondary and middle school teachers shall report for work ten (10) minutes before their first assignment and are required to be on duty five (5) minutes before it is scheduled to commence.

Elementary teachers all report for work five (5) minutes before their first assignment.

All teachers are required to remain in their building five (5) minutes after the close of the student day.

3.23.1 No more than four (4) consecutive periods will be assigned a secondary teacher without his/her consent.

3.23.2 Effective the second semester of the 1997-98 school year, secondary teachers may be assigned an advisory period, equal in time to the lunch period.

3.24 The maximum class size in East Detroit Schools shall be as follows:

K-1	28
2-6	31
Split	25

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 six, 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 re-

quired 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.

Should any classes exceed these limits after the fourth Friday 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 \$35.00 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 \$10.00 per student overage, per week, to the teacher, with payment made semi-annually.

3.25 The Board agrees to pay Worker's Compensation during the time lost due to any injury resulting from an accident while on duty.

3.26 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 approved by 70% of the professional staff in the affected building.

Upon approval the program will be presented to the School Improvement Study Session for review and approval.

Upon approval of the School Improvement Study Session, the program may be denied by the Superintendent. He shall give reasons for such denial.

Upon approval of the Superintendent, the program will be presented to the Board of Education for final approval.

3.27 The EDFT 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. Early dismissal will be scheduled the day of the evening activity.

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

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.

ARTICLE IV 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 teacher 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:

1. Any matter relative to pay, hours of employment and other conditions of employment;
2. Any matter involving the interpretation or violation of any of the provisions of this agreement;
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 If a question arises as to whether or not a particular complaint is a "grievance" defined in this Article, the question may be considered through the grievance procedure as herein provided.

4.4 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.

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

A. Procedure

Step One

If a teacher or the Union has a complaint, it shall be discussed with the immediate supervisor individually, together with the Union representative, or through the Union representative.

If the teacher or 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.

Step Two

In the event the grievant is not satisfied with the disposition of Step 1, he/she may, through the

Union President or his designee, appeal to the Superintendent or his designee within five (5) days after receipt of the disposition of the supervisor.

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

Step 3

In the event the grievant is not satisfied with the disposition of Step 2, he/she may appeal to the Board of Education within seven (7) days after receipt of the disposition. The Board shall hear the grievance within twenty-one (21) calendar days after receipt of the written appeal. The Board shall answer in writing, in duplicate, to the grievant and the President of the Union within seven (7) calendar days following the meeting.

Step Four

(a) The teacher individually or with the Union may, within ten (10) days after receipt of the written reply of the Board, request arbitration by written notice to the Board. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board and the teacher individually or with the Union

within thirty (30) calendar days after written notice has been given to the Board. If the parties fail to agree as to the arbitrator, an arbitrator shall be selected by the American Arbitration Association.

(b) The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and argument.

Fees and expenses for the arbitrator only shall be borne by the party losing the grievance. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record and makes copies available, at cost, to the other party. The Union President will be furnished a copy of all completed grievances.

(c) In the event the provisions relative to arbitration shall at any time be held to be contrary to law by a competent court of jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided for doing so, then within ten (10) calendar days after receipt of the written reply of the Board, the Union may petition the Michigan Employment Relations Commission to forthwith mediate the grievance pursuant to the power and authority con-

ferred upon said Commission by the provisions of Michigan Public Act 336, 1947 as amended.

4.6 An individual teacher may present a grievance in his/her own behalf but shall not be accompanied by nor represented by an officer, executive, delegate, representative, or agent in any capacity, except an attorney of any organization other than the Union. The Board agrees to provide the Union President with a copy of all written grievances lodged and the decision rendered relative to such grievances together with the supporting reasons for the decision. However, no teacher shall be required to meet with any administrator or Board representative at any step of the grievance procedure without Union representation. The Board further agrees to provide the Union with the opportunity to be present at any step in the grievance procedure.

4.7 The parties may mutually agree that a particular grievance has applicability beyond the immediate situation, and upon such agreement it may be presented at the appropriate step in the grievance procedure.

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

Failure of the grievant to process his claim within the time limit(s) specified shall be deemed to

be satisfaction on the part of the grievant with the disposition of the grievance by the Board at any previous step.

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

1. Termination of services or failure to re-employ by the Board of any probationary teacher;
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.);
3. Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring are followed.

4.10 The grievant and the Board or its designated representative(s) shall have the following rights:

1. To be present at the hearing;
2. To hear testimony given;
3. To give testimony in his/her own behalf;
4. To call others to give testimony in his behalf;

5. To question, either personally or through counsel or his/her representative, any person giving testimony;
6. The grievant alone shall have the right to determine whether the hearing shall be closed or public.

4.11 No decision or adjustment of a grievance shall be contrary to the provisions of this agreement.

4.12 The Executive Vice President of the Union may act in the event of the disability, absence, incapacity or death of the President. A designated representative of the Board may act in the event of the disability, absence, incapacity or death of the Superintendent.

4.13 Neither party shall submit evidence at the Arbitration step of this procedure which has not been previously disclosed to the other party at any or all of the preceding steps of the grievance procedure.

ARTICLE V SALARY

5.1 The base salary schedule for 1997-98, 1998-99 and 1999-2000 is as set forth in Appendix A.

5.2 The first eighteen (18) semester hours of the twenty (20) semester hours of post graduate work must satisfy or must have satisfied the requirements

of the State Board of Education for permanent teacher's certification to be counted in the twenty (20) semester hours; and the other (2) semester hours must be of graduate character in the field of education (i.e., in education, in psychology, or subjects which are taught on the level of the teacher's certificate). The work beyond the master degree must be of graduate character in the field of education taken in an accredited institution of higher education.

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 Employee Services Office 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 A regular teacher shall be paid, 1997-98, \$18.00; 1998-99, \$18.50; 1999-2000, \$19.25 substituting. In mutually agreed total or partial school programs necessitating re-arrangement 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 fifteen (15) years experience in the system shall receive \$1,600 each year, in addition to their contract salary. Teachers who have served more than twenty (20) years

shall receive \$1,600 in addition to their contract salary. Teachers who have served more than twenty-five (25) years shall receive \$1,600 in addition to their contract salary.

5.6 Outside credit - At the time of initial employment, up to five (5) years outside credit shall be given for fully certified teaching experience outside the school district of the city of Eastpointe.

Fully certificated teachers in vocational education shall receive salary credit up to five (5) years for work experience in the occupational area of their endorsement.

5.7 A teacher not covered by a supplemental contract shall be paid \$18.00 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; 1998-99, \$18.50; 1999-2000, \$19.25.

5.8 Teachers shall select one of the following options:

1. 26 pays
2. 26 pays with the last five in a lump sum payment at the end of the school year
3. 21 pays

They must inform the Employee Services Of-

office on forms provided within two weeks after school begins.

If the regularly scheduled pay day falls on a holiday or at a time when school is not regularly in session, every effort will be made to pay teachers prior to dismissal of school on the last day preceding the holiday.

5.9 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.

5.10 Completion of a university assigned forty-five (45) semester hour M.A. program shall be equivalent to the M.A.+15 lane on the salary schedule. Completion of a university assigned sixty (60) semester hour M.A. program shall be equivalent to the M.A.+30 lane on the salary schedule.

Completion of a university assigned doctoral program of course work exclusive of an approved dissertation shall be equivalent to the M.A.+60 lane on the salary schedule.

5.11 Supplemental contracts shall be listed and calculated in accordance with Appendix B and C.

Supplemental contracts will be awarded on

the basis of qualifications, experience with the sport or activity and seniority. Bargaining unit members will be given preference when qualifications and experience are similar.

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 2 administrators and 3 bargaining unit member coaches. The decision of this committee will be final.

Teachers granted supplemental contracts shall not gain tenure in that assignment.

Supplemental contracts issued to non-bargaining unit members shall be re-posted annually for two successive seasons. If no bargaining unit members apply, said supplementals shall not be re-posted except in accordance with established policy.

Supplemental contracts held by non-bargaining unit members during or prior to the 1988-89 school year shall not be re-posted unless in accordance with established policy.

5.12 All athletic supplemental contracts issued now or in the future to persons who have coached in the East Detroit System prior to the 1975-76 school year, shall be based on the step level and salary lane of the individual teacher salary.

Supplemental contracts for persons entering the field of coaching following the beginning of the 1975-76 school year shall be based on the step level and salary lane according to actual years of paid coaching experience. No more than one (1) year of coaching experience may be earned in any one school year.

5.13 Teachers receiving year round supplementals, as cited in Appendix B, shall be paid proportionately throughout the school year unless otherwise noted.

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 of them 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, he/she 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 for-

ward 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 employees 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. Employees 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 his reserve pay and his regular pay with the School District when he is 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 25 cents per mile.

5.19 A severance payment will be paid to teachers for each year of service in the district provided the teacher is eligible for retirement and makes application to the Michigan School Employees Retirement System. Severance payment shall be, for each year of service, \$250, 1997-98; \$300, 1998-99; and \$400 for 1999-2000.

ARTICLE VI INSURANCE

6.1 The Board shall pay the premium for hospitalization coverage for teachers hired prior to the 1997-98 school year who are head of household and his/her family, or those teachers 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.

The Board shall provide teachers hired prior to the 1997-98 school year an optional health plan as mandated by the Federal Health Maintenance Act of 1976. Premiums for said plan shall not exceed those prescribed above.

The Board shall provide teachers hired after the 1996-97 school year a group health plan through

a Health Maintenance Organization (HMO) for their first four (4) years of employment, after which time they will have the options stated above.

The Board of Education will provide a voluntary flexible benefit option to all employees.

The selection of the carrier shall be by the Board of Education with prior consultation

with the Federation.

6.1.1 The Board agrees to provide the following coverage:

Hospitalization

Room and Board	Best Semi-Private
Duration	365 Days
Special Services	Reasonable & Customary
Maternity	Same as any other disability
Emergency Medical	Reasonable & Customary
Intensive Care Unit	Reasonable & Customary
In-Hospital Medical	Reasonable & Customary
Medical Consultation	Reasonable & Customary
Surgical	Reasonable & Customary
Obstetrical	Reasonable & Customary
Lab & X-Ray	Reasonable & Customary
Radiation Therapy	Reasonable & Customary
Organ Transplant & Kidney Dialysis in Private Room or Intensive Care	Full Charge

Catastrophic Major Medical Expense	Semi-Private
Prescription Drugs- Generic Rider	Maximum \$3.00
Other Deductible	None
Benefit Percent.	90%
Mental & Nervous In-Hospital	Reasonable & Customary
Out-Patient	75% Maximum; \$2,000 Annual Maximum
	Unlimited

After \$1,000 of covered expenses accumulate from deductible and co-insurance for calendar year per individual, coverage is 100%.

6.2 At time of hire, all members of the bargaining unit shall be required to have on file evidence of freedom of TB.

6.3 Optical Coverage - The Board shall provide each teacher with optical insurance equivalent to Plan V of the Co-op Optical Service.

6.4 Life Insurance - The Board shall provide each teacher with \$35,000 group term life insurance with double indemnity.

6.5 The Board shall provide for each member of the bargaining unit payroll deductions to purchase tax shelter annuities.

Carriers will be limited to those having ten (10) or more employee subscribers and providing direct billing to the district.

Deductions will be taken in either twenty-four (24) or nineteen (19) pays per year with no more than one (1) adjustment quarterly.

6.6 Dental Insurance - The Board shall provide dental insurance coverage with premiums not to exceed \$75 per employee per month as outlined. Coverages for Class I, II and III benefits shall be at 80% of reasonable charges.

Each member is entitled to maximum benefits of \$1,500 every contract year.

CLASS I

Diagnostic Services – Covered expenses include clinical oral examinations (every 6 months), bitewing radiographs (every 6 months), full mouth radiographs (every 36 months), and other tests and laboratory examinations.

Preventive Services – Covered expenses include dental prophylaxis (every 6 months), fluoride treatment and space maintainers (to the end of the year in which age 19 is attained).

Palliative Treatment – Covered expenses include emergency treatment of dental pain.

CLASS II

Restorative Services – Covered expenses include amalgam, silicate, acrylic or plastic, gold inlay or onlay, gold foil, or porcelain restorations, crowns, and other restorative services.

Endodontic Services – Covered expenses include pulp capping, pulpotomy, root canal therapy, periapical services, and other endodontic procedures.

Periodontic Services – Covered expenses include surgical services, adjunctive periodontal services, treatment of gingivitis and periodontitis, and other periodontic services which treat diseases of the gums, tissues of the mouth and bones supporting the teeth.

Oral Surgery – Covered expenses include simple extractions, alveoloplasty, stomatoplasty, incision and drainage of intraoral abscess, and other surgical procedures. Note: Tooth implantation and tooth transplantation are new procedures and are not covered at this time.

Repairs, Adjustments and Relining of Dentures and Bridges – Covered expenses include adjustments of dentures, denture relining, denture duplication, repairs to bridges, and recementing of bridges.

Adjunctive General Services – Covered expenses include general anesthesia, professional visits after reg-

ularly scheduled hours, and miscellaneous services such as the application of desensitizing medicaments.

CLASS III

Construction and Replacement of Dentures and Bridges – Covered expenses include construction or replacement of complete or partial dentures, additional units for partial dentures, other prosthetic services for dentures, bridge pontics, retainers, crowns used as retainers, and other prosthetic services for bridges. Note: The replacement of existing dentures or bridges is payable only after five (5) years or more have elapsed since the dental prosthesis had been installed under this plan. There are no restrictions on pre-existing conditions.

ARTICLE VII LEAVE DAYS

7.1 Eleven (11) leave days shall be granted to a teacher for each year of this contract. A teacher may use his/her annual leave allowance for any reason, except outside employment, upon two days written notice whenever possible upon approved forms to the Superintendent of Schools, except the days immediately preceding and following a legal school holiday (legal school holiday shall be defined in the Annual School Calendar) and during the first and last week of a semester. Reasonable limitation may be placed upon requests for leave in excess of three consecutive

days. The leave days will be advanced, however, they are earned at the 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. A first year teacher shall be advanced five leave days in September and six additional leave days in the beginning of the second semester.

Any unused leave days from each year shall be added to the accumulated sick leave allowance.

7.2 Unused sick leave allowance shall accumulate to a maximum of one hundred and fifty (150) days and be designated as “accumulated sick leave allowance”. When leave is exhausted, such employee shall not accrue any more days unless working. All absences will be charged to the employee’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”.

7.3 Upon proper notice to the Superintendent of Schools, or someone designated by him, a teacher’s absence due to the following causes may be charged against accumulated sick leave allowance:

1. Personal injury or illness—
 - (a) In cases where a pattern of absences has been established, a doctor's statement certifying illness or injury may be required.
 - (b) If illness is of a serious or contagious nature, a certificate from his/her physician certifying recovery shall be required.

2. Serious illness or serious injury of a member of the teacher's immediate family for a period not to exceed three working days. Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the teacher's household shall be included in the teacher's "immediate family". Upon request of the teacher, the Board may grant leave allowance even though the person who is injured, ill or deceased is not within the teacher's "immediate family".

7.4 One-half of the teacher's current daily salary shall be paid by June 30 of each year for days accumulated beyond one hundred and fifty (150) days and not used.

7.5 Upon proof of retirement under Michigan Employment Retirement Act, a teacher shall be paid

sick leave allowance accumulated to June 30, 1961, in accordance with the following formula:

1960-61 School Year Rate or Salary x 85%
the number of accumulated sick leave days.

If at the time of retirement, sick leave allowance accumulated to June 30, 1961, has been reduced at any time because of absence from duty for any reason stated in this contract, the teacher's severance pay shall be reduced accordingly.

7.6 In the event of death, accumulated sick leave allowance shall be paid to the teacher's estate or beneficiary at the same rate and condition as would accrue on retirement.

7.7 In the event of the death or retirement of a teacher, accumulated sick leave allowance not accounted for under 7.5 or 7.6 above shall be contributed to the sick bank.

7.8 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 teacher's employment is terminated for any reason other than death, disability, incapacity, or retirement under the provisions of Michigan Laws relating to retirement systems for public school employees, or Federal Social Security Retirement Laws, all accumulated sick leave al-

lowance shall be forfeited. In the event a teacher resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.

7.9 In the case of absence, members of the bargaining unit shall report their absence by means of the Substitute Answering Service. 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 teacher's wages.

7.10 The Board shall provide at least annually, evidence of sick leave accumulation for each teacher.

7.11 Upon recommendation of the Superintendent, the Board may, at its expense, require a teacher to submit to a physical or mental examination by an appropriate specialist to determine if sick leave is warranted.

7.12 Sick Bank—

1. A sick leave bank shall be established.
2. All members of the Bargaining Unit who have completed one year of employment with the Board may participate in the sick bank.
3. Each participating teacher shall contribute one day of his/her sick leave days in the first month of eligibility and thereafter,

teachers having more than four days accumulated sick leave shall contribute one day each time the bank is depleted. If participating teachers do not have sufficient individual sick leave days accumulated to enable them to contribute one day per participating teacher to the sick bank, to total the number of participating teachers, the Board shall contribute additional sick leave days to total the number of participating members.

(EXAMPLE) If there are two hundred (200) participating teachers and the sick bank has been completely exhausted, the two hundred (200) teachers will be requested to contribute one day per teacher. If ten of the two hundred teachers have four or less days accumulated sick leave and are thus unable to contribute a day, the Board shall contribute one day for each of the ten or a total of ten days to the sick bank.

4. A teacher will not be eligible for withdrawal of days from the sick bank until he/she has been ill at least five (5) continuous days and has depleted his/her personal sick leave to five days or less.

(EXAMPLE) A teacher to be eligible to retain five (5) days must have at least 10 per-

sonal days accrued.

5. Maximum withdrawal from the sick bank shall be one hundred and fifty (150) days for any one illness or injury or complications thereof. The Board shall reimburse the sick bank for any days over the first one hundred (100) allocated to any teacher.
6. A teacher withdrawing sick leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.
7. Applications for withdrawal from the sick bank shall be submitted to a review committee consisting of three (3) persons selected by the Union. This committee shall review and approve or disapprove all requests for withdrawal.
8. Applications for use of the bank prepared by the Union shall be available upon request from the Employee Services Office. Completed application, with appropriate medical documentation, must be returned to the Employee Services Office. Upon receipt, they will be recorded and forwarded to the EDFT Sick Bank Committee for consideration.

7.13 If a teacher has exhausted his/her accumulated sick leave, the Board shall consider the merits of the teacher's situation and may, on the basis of the

teacher's employment and service record, advance sick leave allowance. Otherwise, absences in excess of the teacher's accumulated sick leave allowance, or for reasons other than those hereinbefore specified, shall result in loss of pay.

7.14 A teacher 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 designee. "Immediate Family" shall be defined in 7.3(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 SABBATICAL LEAVE

8.1 Sabbatical leave of absence may be granted subject to approval of the Board upon the recommendation of the Superintendent of Schools, when in its considered judgment, the professional competence of the staff member and the general welfare of the school system will be benefitted.

8.2 Sabbatical leave is given to professional personnel to permit them to improve their ability to ren-

der educational service. Such improvement is usually achieved by formal study, research and/or writing. Applications for sabbatical leave for other types of experience shall be considered on their merits.

1. The Board after a teacher has been employed at least seven (7) consecutive years by said Board and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at any one time; provided, that the teacher holds a permanent or life certificate. During said sabbatical leave, the teacher shall be considered to be in the employ of the said Board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said Board; provided, however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave. A teacher upon return from a sabbatical leave shall be restored to his or her teaching position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided by rules and regulations of the Board made pursuant to law.

2. Absence from service in the district for a period of not more than one (1) year under a leave of absence without pay, granted by the Board for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven years.

Absence from service in the district for a period of not more than one year for reasons of maternity shall not be deemed a break in continuity of service required in this section but shall not be counted as a year in service in computing the seven consecutive years.

3. A maximum of one percent of the professional employees may be granted sabbatical leave each year.
4. As a condition to receiving final approval for a sabbatical leave, a staff member shall file with the secretary of the Board, a written agreement stipulating that he/she shall remain in the service of the East Detroit Public Schools for a period of two (2) years after expiration of said leave.
5. The compensation for the staff member on sabbatical leave shall be fifty percent of the base salary he would receive if on ac-

tive staff status for the period in which the leave is effective, payable when other staff salaries are paid with appropriate retirement deduction; provided, however, that the sabbatical leave salary may be adjusted when the recipient receives additional awards or grants in order that the employee shall not receive more compensation than if he had not taken sabbatical leave.

6. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.
7. The regular sick leave policy relative to accumulations shall apply to an employee on sabbatical leave.
8. Any employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during his leave as the Superintendent of Schools, with the approval of the Board of Education and the employee, may agree upon in writing.

8.3 Application for sabbatical leave must be filed in writing with the Superintendent of Schools by March 15 for leaves beginning with the first semester, and by October 15 for leaves commencing the second semester. The Superintendent shall give notice to the applicant

whether the request is granted or rejected within thirty (30) days after the due date for filing the applications.

1. The application shall contain the following information:
 - (a) If for formal study; A program of work shall be outlined which will qualify the applicant for a higher credential in his profession or a program of recognized courses relating to the present or prospective service of the applicant in his profession.
 - (b) For research and/or writing: The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.
 - (c) For other reasons: A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the leave, and also stating the expected value to the school system.
2. Upon receipt of all such applications, the Superintendent shall consider the following factors:
 - (a) Date of filing application;
 - (b) purpose of leave;
 - (c) Seniority of service in the school system;

- (d) Professional growth of the staff member;
- (e) Potential benefit to the school system;
- (f) Other factors deemed important.

8.4 When an employee completes the planned program of the leave, but does not return to service in the East Detroit Public Schools, he/she shall within two (2) years, repay to the Board the amount received by him/her during the sabbatical leave. If an employee does not remain in the East Detroit Public School system for two (2) years immediately following his/her sabbatical leave, he shall within two (2) years after leaving the system repay the Board the amount of money received by him/her during the sabbatical leave except that if a teacher does return and teach for one (1) year, he shall repay the Board only one-half the amount received by him from the Board.

8.5 Conditions of leave:

1. A sabbatical leave once granted, may not be terminated and employment resumed in the school District before the date of expiration of the sabbatical leave, except as otherwise agreed upon by the Superintendent, the Board and the employee.
2. An employee shall immediately obtain prior approval from the Superintendent of Schools for substantial changes in the

planned program of the sabbatical leave as outlined in the approved application.

3. The employee shall file an interim report at the midpoint of the period for which the leave is taken and shall file a written report with the Superintendent of Schools not later than a month after the day on which the employee again takes up active service. An employee on sabbatical leave must notify the Superintendent within ten (10) days of any accident, illness, or condition which prohibits him/her from completing the approved program.

ARTICLE IX LEAVES OF ABSENCE

9.1 Upon written request, leaves of absence without pay not to exceed one (1) year shall be granted without loss of seniority. 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 Teachers, the Michigan Federation of Teachers, the AFL-CIO and/or affiliates and recognized social or fraternal organizations.
- (b) Maternity
- (c) Illness
- (d) Prolonged illness in the immediate family

(as 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 Teachers on said leaves shall not accrue sick days during their absence.

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

Teachers 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.

9.2.1 Leaves of absence granted for reason stated in 9.1.a., will be for the duration of the office.

9.3 Teachers 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).

Teachers granted leaves of absence extending into a new school year will be staffed and returned consistent with the provisions of 15.1 providing that

the Superintendent or his Designee is in receipt of a written request from the teacher indicating their intent to return no later than March 1st of the leave year. Failure on behalf of the teacher to give written notification will be interpreted as abandonment of position.

9.4 Re-employment before the expiration of a leave shall be at the discretion of the Board. A teacher returning from said leave shall have priority over new applicants.

9.5 A teacher who 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 teacher reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

9.6 A teacher 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 teacher has expressed in writing his intent to continue employment in the District.

9.7 Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.

ARTICLE X

PROBATIONARY TEACHERS

10.1 A probationary teacher 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 for filing in the teacher's official file. A teacher shall have the right to add any information or comments he/she feels are pertinent to the report.

10.2 First year probationary teachers will be required to attend five (5) days of curriculum orientation prior to the opening of school.

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

10.3 Mentor Teachers:

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 teacher. The mentor teacher will be available to provide professional support, instruction and guidance.
2. Positions as mentor teacher will be posted annually in the fall. Participation as a mentor teacher shall be on a volunteer basis.

3. Qualifications for mentor teacher shall be as follows:
 - (a) Minimum of five (5) years teaching experience when possible.
 - (b) Applicant must be assigned to appropriate building when possible
 - (c) Be a practitioner in the same certification or specialty area as the new teacher with whom he/she is paired when possible
 - (d) Available to mentor minimal one hour per week outside the instructional school day
 - (e) Demonstrated participation in ongoing district efforts toward school improvement
 - (f) Knowledgeable of human and other resources that can assist the new teacher.
4. Should the number of mentor teachers required exceed the number of bargaining unit applicants, the positions will be offered to retired teachers and/or retired administrators who possess the qualifications.
5. Selection of mentor teachers would be made by the building administrator.
6. A mentor teacher will work with only one (1) new teacher annually.
7. The mentor teacher assignment shall be for

- one (1) year, subject to review by the mentor teacher and mentee after ninety (90) working days. The appointment may be renewed by mutual approval in succeeding years.
8. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to evaluation of the other. The mentor teacher 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 teacher, except in cases of misconduct.
 9. The administration shall make available a maximum of one (1) day per month for the bargaining unit mentor to work with their mentee in his/her assignment during the work day (October - May). If the mentor and mentee work in the same building, the administration will attempt to arrange for a common preparation time.
 10. Professional development training required by law or regulation may occur during the regular work day and work year. The mentor teacher will attend at least two (2) professional development activities outside the normal school day.
 11. Bargaining unit members who volunteer as a mentor shall receive one percent (1%) of

their base salary. This shall be payable in June at the conclusion of the school year.

ARTICLE XI CALENDAR

11.1 SCHOOL CALENDAR - 1997-98*

August	27	Staff day
September	28	Professional development day
September	02	Students return
November	26	School closes at end of day for Thanksgiving Recess
December	01	School reopens
December	19	School closes at end of day for Christmas recess
January	05	School reopens
February	19	School closes at end of day for Winter Break
February	24	School reopens
March		Professional Development Day (to be scheduled)
April	09	School closes at end of day for Easter recess
April	20	School reopens
May	25	Memorial Day recess
June	11	School closes end of day
June	12	Staff day

Elementary Day:

8:30 a.m. - 11:30 a.m.

12:20 p.m. - 3:20 p.m.

SCHOOL CALENDAR - 1998-99

August	31	Staff Day
September	01	Professional development day
September	02	Students Return
September	07	Labor Day
November	25	School closes at end of day for Thanksgiving recess
November	30	School reopens
December	18	School closes at end of day for Christmas recess
January	04	School reopens
February	17	School closes at end of day for Winter break
February	24	School reopens
April	01	School closes at end of day for Easter recess
April	12	School reopens
May	31	Memorial Day
June	17	School closes at end of day
June	18	Staff Day

Elementary Day:

8:30 a.m. - 11:30 a.m.

12:20 p.m. - 3:20 p.m.

SCHOOL CALENDAR - 1999-2000 -

To be negotiated

*Snow days to be as per State guidelines

11.2 The 1997-98 school year shall consist of 185 teacher days of which 181 are instructional days. Two (2) days will be utilized as staff days. Two (2) days will be utilized as professional development days consistent with the Michigan School Code.

The 1998-99 school year shall consist of 186 teacher days of which 182 are instructional days. Two (2) days will be utilized as staff days. Two (2) days will be utilized as professional development days consistent with the Michigan School Code.

The 1999-2000 instructional year will be negotiated consistent with instructional days and professional development as directed by the Michigan School Code.

11.3 Staff building meetings in the secondary will be held within the school day on teachers preparation periods. There will be a maximum of four (4) meetings per year.

There will be a minimum of eleven (11) sixty (60) minute early dismissals in the elementary buildings. They will be scheduled as follows:

- 1 Open House
- 2 Halloween & Christmas
- 8 Building meetings and teacher planning
(4 each)

There will be four (4) half-day early dis-

missals in the elementary buildings; two (2) each at the beginning and end of the instructional year.

The above schedule is for the 1997-98 and 1998-99 elementary instructional years. Early dismissals for the 1999-2000 instructional year will be negotiated.

11.4 Elementary teachers shall receive one-half (1/2) day at the end of each card marking period for the purpose of grading report cards and record keeping.

ARTICLE XII ALTERNATIVE EDUCATION

12.1 Staffing in Alternative Education will be consistent with the provisions of Section 16.1 only within the Alternative Education Program. Teachers in Alternative Education may apply for K-12 positions and may be given consideration. District tenure and transfer rights are only applicable within the Alternative Education Program.

12.2 Seniority shall be consistent with the provisions of Section 15.8 only within the Alternative Education Program. A separate seniority roster will be established and maintained for Alternative Education.

12.3 The base salary schedule for the 1997-98, 1998-99 and 1999-2000 is as set forth in Appendix E.

12.4 Unless otherwise noted, all other benefits of employment are consistent with the Collective Bargaining Unit.

ARTICLE XIII DRIVER EDUCATION

13.1 Seniority in drivers education shall be defined as that date at which state certification in driver education was issued for that individual. When individuals have the same seniority date, the order of seniority shall be determined by a draw. An individual's drivers education seniority shall not exceed seniority within the school district.

If there are more qualified (state certified) applicants than there are positions to be filled, the hiring of instructors shall be on the basis of seniority in drivers education within the district. No one shall receive more than one assignment until all applicants within the bargaining unit have been placed.

13.2 A normal teaching assignment during the summer session shall consist of one hundred twenty (120) hours of employment per session.

13.3 A normal teaching assignment for the Fall, Winter, or Spring session shall consists of no less than sixty (60) nor more than seventy-two (72) pupil contact hours.

13.4 For safety purposes, no drivers education instructor shall be assigned more than eighteen (18) on the road students per session during the school year.

13.5 Assignment preference for teaching the first or second summer session shall be based on the total number of hours of drivers education taught during the previous year.

13.5.1 If no Driver Education course has been taught during the school year then assignment preference for teaching the summer school session will be based on the following: Teachers having taught the late or afternoon session of the previous summer shall be given their shift preference, early or late, based on seniority in Driver Education. If a teacher did not teach Driver Education the previous summer then that individual will be given no preference.

13.6 The salary schedule for Drivers Education shall be, 1997-98, \$18.00 per hour; 1998-99, \$18.50 per hour; 1999-2000, \$19.25 per hour.

ARTICLE XIV SUMMER SCHOOL

14.1 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.

Teachers interested in summer school teaching positions shall file their application with the Employee Services Office by April 15 of each year.

14.2 Applicants shall be ranked according to their seniority. In selecting summer school staff, preference will be according to district seniority and teaching experience, academic background, certification, and interest in that order.

14.3 No teacher shall be assigned more than two (2) different preparations per class period.

14.4 There will be twenty-four (24) minutes of break time for teachers 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.

14.5 The salary for summer school shall be, 1997-98, \$18.00 per hour; 1998-99, \$18.50 per hour; 1999-2000, \$19.25 per hour. .

ARTICLE XV DESIGNATION OF TERMS

15.1 Whenever the term “Principal” or “Immediate Supervisor” is used, it is to include the administrator of any work location, functional division or group.

15.2 Whenever the term “teacher” is used, it is to include any member of the Bargaining Unit.

15.3 The term “day” when used in this contract shall, except where otherwise indicated, mean working school day.

15.4 Whenever the term “school” is used, it is to include any work location, functional division or group in which a grievance may arise.

15.5 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.

15.6 A “preparation period” is a period in which the teacher is not assigned to a regular program responsibility. A “teaching period” is a period in which the teacher is actually teaching students.

15.7 A vacancy shall be defined as any position which has been vacated by resignation, termination, transfer, or newly created position.

15.8 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.

Seniority is lost only when there has been

both a severance of employment and a break in service to the District, i.e., resignation, employment elsewhere, failure to return from approved leave. Lay-off does not constitute severance of employment.

Seniority shall continue to accumulate when an employee is on an approved leave.

New hires placed on the certificated seniority roster after September 7, 1982 shall not accrue bargaining unit seniority as a consequence of administrative service.

15.9 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 XVI STAFFING

16.1 The Board will develop a proposed educational program for the forthcoming year, identifying the staffing needs for each building, prior to April 1. 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.

In the event of necessary reductions in personnel beyond those that are covered by normal attrition, the Board of Education will assign staff in accordance with the following guidelines:

1. Beginning with the first name on the seniority list, each individual will be assigned in accordance with the following priorities:
 - (a) Current assignment; if not available, then
 - (b) Another grade/department in the same building or other building
 - (c) If no vacancy remains in any grade/department for which the teacher is certified; the teacher will be laid off.

Qualifications for placement in a position shall be determined by a valid State Teaching Certificate or License currently held by the teacher which is filed with the Employee Services Office of the District and at least an academic minor or equivalent in the area of assignment. Successful classroom teaching experience shall be used as an equivalent.

16.1.1 Job sharing will be available to members of the bargaining unit in conformity to the criteria set forth in the Job Sharing Committee's report of January 1983.

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

16.2 Teachers will be recalled according to seniority to the first position for which they are certified.

16.3 Any bargaining unit position vacated for more than thirty (30) days by transfer or unpaid leave of absence, shall be filled by a teacher 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 teacher. Employment shall be terminated when the seniority employee returns to the bargaining unit or at the end of the school year.

If the assignment is for a duration of less than 120 days the teacher 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 administration. Failure to re-employ will not be subject to the grievance procedure or just cause provision of the contract.

16.3.1 A teacher on lay off, upon application, shall be placed on the substitute teacher roster. As a substitute teacher they will not be eligible for any benefits

or other conditions of employment granted regular employees other than the per day substituting stipend.

Administration will place these teachers in substitute teacher assignments on a preferential placement basis.

16.4 Tenured teachers may express to the Superintendent or his 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.

Said request will receive consideration at staffing on the basis of qualifications, experience and seniority in that order.

Teachers will be notified in writing of the disposition of their transfer request subsequent to staffing.

APPENDIX A
1997-98

STEP	BA	BA+20	MA	MA+15	MA+30	ED.SPEC MA+60	ED.D PHD.
1.0	29,917	30,412	32,561	33,178	33,792	35,020	36,863
1.5	31,667	32,174	34,561	35,195	35,828	37,092	38,996
2.0	32,517	33,025	35,582	36,218	36,849	38,116	40,018
2.5	33,367	33,879	36,523	37,155	37,791	39,057	40,956
3.0	34,219	34,726	37,462	38,097	38,727	39,992	41,893
3.5	34,997	35,503	38,296	38,931	39,562	40,830	42,726
4.0	35,754	36,262	39,332	39,965	40,597	41,863	43,766
4.5	36,523	37,031	40,273	40,903	41,527	42,805	44,703
5.0	37,286	37,796	41,204	41,837	42,470	43,736	45,636
5.5	38,057	38,563	42,227	42,861	43,493	44,759	46,657
6.0	38,825	39,331	43,250	43,883	44,515	45,782	47,681
6.5	39,587	40,093	44,318	44,950	45,584	46,849	48,748
7.0	40,352	40,862	45,376	46,010	46,646	47,911	49,807
7.5	41,375	41,881	46,697	47,327	47,963	49,230	51,129
8.0	42,399	42,905	48,022	48,656	49,287	50,553	52,453
8.5	43,590	44,099	49,470	50,102	50,735	51,999	53,903
9.0	44,784	45,289	50,917	51,549	52,181	53,447	55,349
9.5	47,339	47,847	53,981	54,616	55,251	56,514	58,410
10.0	49,890	50,400	57,047	57,681	58,312	59,579	61,477

APPENDIX A
1998-99

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STEP	BA	BA+20	MA	MA+15	MA+30	ED.SPEC MA+60	ED.D PHD.
1.0	30,815	31,324	33,538	34,174	34,806	36,071	37,969
1.5	32,617	33,139	35,597	36,251	36,902	38,205	40,166
2.0	33,493	34,016	36,650	37,304	37,955	39,260	41,218
2.5	34,368	34,895	37,618	38,270	38,924	40,228	42,185
3.0	35,245	35,768	38,586	39,240	39,889	41,192	43,150
3.5	36,047	36,568	39,445	40,099	40,749	42,055	44,008
4.0	36,827	37,350	40,512	41,164	41,815	43,119	45,079
4.5	37,618	38,141	41,481	42,130	42,772	44,089	46,044
5.0	38,405	38,930	42,440	43,092	43,744	45,048	47,005
5.5	39,199	39,720	43,494	44,147	44,798	46,101	48,057
6.0	39,990	40,510	44,547	45,200	45,850	47,156	49,111
6.5	40,775	41,296	45,647	46,299	46,951	48,254	50,210
7.0	41,563	42,088	46,737	47,390	48,045	49,349	51,301
7.5	42,616	43,137	48,098	48,747	49,402	50,707	52,663
8.0	43,671	44,192	49,462	50,116	50,765	52,070	54,026
8.5	44,897	45,422	50,954	51,605	52,257	53,558	55,520
9.0	46,128	46,648	52,445	53,096	53,746	55,050	57,010
9.5	48,759	49,282	55,601	56,254	56,909	58,209	60,163
10.0	51,387	51,912	58,758	59,411	60,062	61,367	63,321

APPENDIX A
1999-2000

STEP	BA	BA+20	MA	MA+15	MA+30	ED.SPEC MA+60	ED.D PHD.
1.0	31,585	32,107	34,377	35,028	35,676	36,972	38,918
1.5	33,433	33,968	36,487	37,157	37,825	39,160	41,170
2.0	34,330	34,866	37,566	38,237	38,904	40,241	42,249
2.5	35,227	35,768	38,559	39,227	39,898	41,234	43,239
3.0	36,126	36,662	39,551	40,220	40,886	42,221	44,229
3.5	36,948	37,482	40,431	41,101	41,768	43,107	45,108
4.0	37,748	38,284	41,524	42,193	42,861	44,197	46,206
4.5	38,559	39,095	42,518	43,184	43,842	45,191	47,195
5.0	39,365	39,903	43,501	44,169	44,838	46,174	48,180
5.5	40,179	40,713	44,581	45,251	45,918	47,254	49,258
6.0	40,989	41,523	45,661	46,330	46,996	48,335	50,339
6.5	41,794	42,328	46,789	47,456	48,125	49,460	51,466
7.0	42,602	43,140	47,905	48,575	49,246	50,583	52,583
7.5	43,682	44,216	49,300	49,966	50,637	51,974	53,980
8.0	44,763	45,297	50,699	51,369	52,034	53,372	55,377
8.5	46,020	46,558	52,228	52,895	53,563	54,897	56,908
9.0	47,281	47,814	53,756	54,423	55,090	56,426	58,435
9.5	49,978	50,514	56,991	57,661	58,332	59,665	61,667
10.0	52,671	53,210	60,227	60,897	61,563	62,901	64,904

The rate of pay for teachers on a partial teaching contract or partial teaching assignment within the school program is as set forth in the Instructional Assignment Code.

No Hours of Instruction	Instructional Code
High School	
3 classes, advisory, prep and benefits	.67
4 classes, advisory, prep and benefits	.83
Middle School	
3 classes, Advisory, prep, benefits	.63
4 classes, Advisory, prep, benefits	.83

Teachers with a full time contract who voluntarily take an additional class will be paid as follows:

High School	.17
Middle School	.15

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

APPENDIX B

Percentage
of salary

NON-ATHLETIC—HIGH SCHOOL

Activities Sponsor	10.0
Band Director	9.0
Drama Coach*	8.0
Vocal Music	6.0
Counselors	5.0
AV Teacher	5.0
Forensics Coach*	4.5
Debate Coach*	4.5
Junior Class Sponsor	4.0
Sophomore Class Sponsor	4.0
Freshman Class Sponsor	4.0
Dance Coach*	4.0
Newspaper	3.5
Yearbook	3.5

NON-ATHLETIC

MIDDLE SCHOOL & ELEMENTARY

Band Director	7.0
Counselors	5.0
Vocal Music	4.0
Drama Coach*	4.0
Student Council Middle School	3.0
Elementary Safety Patrol*	3.0
Elementary Service Squad*	3.0
Elementary Music (per performance)*	1.0

*These supplementals will be paid at the conclusion of the activity

APPENDIX C

Approved supplemental activities, not included in Appendix B, shall be paid at the hourly rate.

Teachers interested in sponsoring a club or activity should submit their activity and projected cost to the building principal or designated building administrator.

The building administrator will forward the proposal, with or without recommendation, to the District Activities Committee. Applications approved by the committee will be paid at the hourly rate. Decisions made by the committee will be based on program merit and available funds.

The District Activities Committee will be composed of three (3) building administrators (elementary, middle, secondary) and one (1) central office administrator. There will be three (3) teacher representatives (elementary, middle school, secondary) and one (1) EDFT officer.

APPENDIX D

Athletic Activity	Percent
Varsity Football	11.0
Assistant Football (4)	8.0
9th Grade Football	7.0
Assistant 9th Grade Football	6.0
7/8th Grade Football	5.0
Assistant 7/8th Grade Football	4.0
Var. Cross C.	11.0
Var. Basketball	11.0
J.V. Basketball	8.0
9th Grade Basketball	7.0
8th Grade Basketball	5.0
7th Grade Basketball	5.0
Varsity Wrestling	11.0
J.V. Wrestling	8.0
7/8th Grade Wrestling	5.0
Varsity Swim	11.0
Assistant Swim	8.0
Varsity Volleyball	11.0
J.V. Volleyball	8.0
9th Grade Volleyball	7.0
8th Grade Volleyball	5.0
7th Grade Volleyball	5.0
Varsity Track	11.0
Assistant Track	8.0
7/8th Grade Track	5.0

APPENDIX D (continued)

Athletic Activity	Percent
Varsity Baseball	11.0
J.V. Baseball	8.0
9th Grade Baseball	5.0
Varsity Softball	11.0
J.V. Softball	8.0
9th Grade Softball	5.0
7/8th Grade Softball	5.0
Varsity Tennis	9.0
J.V. Tennis	6.0
Varsity Soccer	10.0
J.V. Soccer	7.0
Cheerleading - Fall	
Varsity	5.0
J.V.	5.0
9th Grade	4.0
7/8th Grade	3.0
Cheerleading	
Varsity	6.0
J.V	6.0
9th Grade	5.0
7/8th Grade	4.0

All employees employed in a coaching position during the 1996-97 school year by East Detroit Public Schools who continue to coach in that position and whose percentage was greater than the current

contracted amount will continue to be paid at that higher amount while coaching in that position. If they change coaching positions, they will be paid at the new contracted amount.

All non-district employees coaching at the high school level receive 1% less per sport. All non-district employees who are 7/8 grade head coaches receive 4%. All non-district employees who are 7/8 grade assistant coaches receive 3%. All non-district employees coaching cheerleading at all levels will receive a .5% less per season.

Employees hired prior to June 1994 are grandfathered at higher rate.

APPENDIX E

ALTERNATIVE EDUCATION (KELLWOOD CENTER)

1997-98 School Year

BA	BA+20	MA	MA+15	MA+30	EDSPEC MA+60
29917	30412	32561	33178	33792	35020

1998-99 School Year

30815	31324	33538	34174	34806	36071
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1999-2000 School Year

31585	32107	34377	35028	35676	36972
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In Witness Whereof, the parties hereunto have caused this instrument to be executed the day and year first above written.

**EAST DETROIT PUBLIC SCHOOLS
MACOMB COUNTY, MICHIGAN**

BY: Eugene Kaminski, President
Craig Wodecki, Vice President
Corrinne Harper, Secretary
Antonio Nucci, Treasurer
Joseph Croff, Trustee
Karen DeGrande, Trustee
Bettie Huebner, Trustee

**THE EAST DETROIT FEDERATION OF
TEACHERS AFT NO. 698**

BY: Victoria Barrows, President
Dr. Gregory Knoblock
Executive Vice President
Keith Moore, Member
Gary Roehl, Member
William Rohloff, Member
Michael Toutant, Member

BOARD NEGOTIATIONS TEAM

BY: Raymond J. Berlin,
Negotiations Chairperson
David M. Scothorn, Member
Roy Shehab, Member
Dennis Wolinski, Member
Gerald LeCureux, Member
David M. Scothorn, Member

AGREEMENT

BETWEEN

**EAST DETROIT
BOARD OF EDUCATION**

and

**THE PARAPROFESSIONAL
CHAPTER EAST DETROIT
FEDERATION OF
TEACHERS**

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PREAMBLE

THIS AGREEMENT entered into this 27th day of August 1997, by and between the Board of Education of the School District of the City of East Detroit, Macomb County, hereinafter called "The Board" and the Teacher-Aide Chapter, East Detroit Federation of Teachers, hereinafter called "the Union" shall continue in force and effect until 11:59 p.m. September 6, 2000.

WITNESSETH

WHEREAS the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the East Detroit Federation of Teachers as the representative of the Teacher-Aide personnel with respect to hours, wages, and terms and conditions of employment.

ARTICLE I RECOGNITION

PURSUANT to and in accordance with all applicable laws of the State of Michigan, the Board hereby recognizes the East Detroit Federation of Teachers, Teacher-Aide Chapter, as the exclusive representative of all teacher-aides employed by the Board of Education of the School District of the city of East Detroit, in the K through 12 program, including all para-professionals, but excluding all other supervisory and administrative personnel.

ARTICLE II BOARD RIGHTS

THIS AGREEMENT is not intended to abrogate the statutory powers of the school district to make reasonable rules, policies, and regulations which it considers necessary or advisable for the safe, effective, and efficient operation of the school district insofar as said actions are not inconsistent with the specific provisions of this agreement.

Furthermore, the Board reserves unto itself the right to manage and direct all the operations and activities to the full extent authorized by law for the proper establishment, maintenance, and management of the public school system and to seek injunctive relief for violations of the provisions of this collective bargaining agreement.

ARTICLE III COMPENSATION

3.1 Hourly rates are as set forth in Appendix A.

The Board shall provide the option of twenty-one (21) or twenty-six (26) pays for all full time employees. Selection must be made prior to the first payroll or the 21 pay option will be used.

3.2 The following will be designated as paid holidays:

- Labor Day
- Thanksgiving Day
- One full day following Thanksgiving Day
- One full day preceding Christmas Day
- Christmas
- One full day following Christmas Day
- One full day preceding New Year's Day
- New Year's Day
- Good Friday
- Monday following Easter
- Memorial Day

3.3 Longevity will be limited to those presently employed. These employees will be grandfathered at six (6) years at \$350 who qualify as of September 1, 1987. All other longevity is dropped.

3.4 The Board shall provide for each member of the bargaining unit payroll deductions to purchase tax shelter annuities.

Carriers will be limited to those having ten (10) or more employee subscribers and providing direct billing to the district.

Deductions will be taken in either twenty-four or nineteen pays per year with no more than one adjustment quarterly.

3.5 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 25 cents per mile.

ARTICLE IV GRIEVANCE PROCEDURE

Any claim by the Union or member that there has been a violation, misinterpretation, or misapplication of the terms of this agreement shall be defined as a grievance and shall be resolved through the procedures set forth herein.

All time limits herein shall consist of work days. Time limits may be extended upon mutual consent by the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.

In handling and processing of a grievance, the following procedure shall apply.

Step 1

Any member who believes he has a grievance may present such grievance, on an informal basis, with his immediate supervisor. If the grievance is not resolved, the matter shall be

reduced to writing by the grievant and submitted to his supervisor. The grievance must be reduced to writing five (5) days from the time of the discussion between the grievant and his supervisor. In the event the grievance involved more than one grievant or is filed by the union, it must be filed with the appropriate supervisor who can remedy the alleged grievance. No grievance shall be processed unless it is presented at Step #1 within five (5) days of its occurrence or knowledge of its occurrence. The same restriction applies to a grievance filed by the Union.

Within three (3) days after the presentation of the written grievance, the supervisor shall give his answer in writing to the grievant.

Step 2

In the event the grievant is not satisfied with the disposition of his grievance at Step #1, within five (5) days after the date of the supervisor's answer, the grievant may appeal the grievance to the Superintendent or his designee. Such appeal shall be in writing. Within five (5) days after receipt of such request for an appeal, the Superintendent or his designee shall meet and confer on the grievance.

Within three (3) days upon conclusion of such meeting, the Superintendent or his designee shall present the Union with a written disposition of the grievance.

Step 3

In the event the grievant is not satisfied with the disposition at Step #2, he/she may appeal to the Board of Education within five (5) days after receipt of the disposition. The Board shall hear the grievance within twenty-one (21) days after receipt of the written appeal. The Board shall answer, in writing, within seven (7) days following the hearing. The decision of the Board will be final.

Step 4

- (a) The grievant individually or with the Union may, within ten (10) days after receipt of the written reply of the Board, request arbitration by written notice to the Board. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board and the teacher individually or with the Union within thirty (30) calendar days after written notice has been given to the Board. If the parties fail to agree as to the arbitrator, an arbitrator shall be selected by the American Arbitration Association.

- (b) The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and argument.

Fees and expenses for the arbitrator only shall be borne by the party losing the grievance. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record and makes copies available, at cost, to the other party. The Union President will be furnished a copy of all completed grievances.

- (c) In the event the provisions relative to arbitration shall at any time be held to be contrary to law by a competent court of jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided for doing so, then within ten (10) calendar days after receipt of the written reply of the Board, the Union may petition the Michigan Employment Relations Commission to forth-

with mediate the grievance pursuant to the power and authority conferred upon said Commission by the provisions of Michigan Public Act 336, 1947 as amended.

The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

Nothing contained herein shall be construed as limiting the right of any union member having a grievance from discussing and having it resolved informally, provided the Union be given the opportunity to be present at the hearings or meetings of such grievances and that the final decision is not inconsistent with the terms of this agreement.

ARTICLE V INSURANCE

5.1 Insurance Coverage

Coverage of benefits within this section shall be as follows:

- (a) Employees who work an average of at least six (6) hours per day will receive 100% coverage.

5.2 Hospital insurance, life insurance, optical in-

insurance, and dental insurance shall be provided to eligible members of the bargaining unit equal to that provided certified teaching personnel of the East Detroit Public Schools.

5.3 Work Schedule

Should an employee's daily work schedule be interrupted because of an emergency school closing, said employees will receive their regular rate of pay for up to two (2) days.

Any days beyond two (2) will be made up by adding days to the school calendar consistent with Michigan State Guidelines regarding school closing.

ARTICLE VI INDIVIDUAL SECURITY AND WORKING CONDITIONS

6.1 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 valuative material placed in the employee's file shall be provided to the employee.

6.2 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.

6.3 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.

6.4 Seniority

Seniority shall be determined on a school district basis. 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 ten (10) days of the date of notification

c. Retirement under Michigan Public School Employees Retirement Act

6.5 Lay-Off

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 hired after September 7, 1993, shall have transfer rights only within their classification.

Employees to be laid off for an indefinite period of time shall have at least ten (10) calendar days notice of the lay-off. 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.

6.6 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 ten (10) calendar days from the date of

mailing of notice of recall, he/she shall be considered to have terminated his/her employment.

6.7 Union Dues

Upon filing with the employer of a written request authorizing payroll deductions signed by the employee, the Board shall during the term of this Agreement and any extension or renewal thereof, deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union, from the pay of such employee.

6.8 Union Dues - Deductions

One-tenth (1/10) of the designated annual dues shall be deducted from an employee's salary commencing with the fourth pay period immediately following commencement of school in the fall and an equal sum for the nine (9) succeeding pays. Except as set forth in the preceding sentence, check-off deductions shall be deducted from the first pay of the employee in the month immediately following execution and filing of an Authorization for Payroll Deduction. Such fees accompanied by a list of employees from whom the Board has made deductions and the amount deducted from each shall be forwarded to the appropriate Union Treasurer no later than thirty (30) days after the first day of November and February of each year.

6.9 Collection of Past Dues

In the event a member of the bargaining unit received a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each month shall be made from such settlement or award.

6.10 Agency Shop

Each member of the bargaining unit shall be free to join or not to join the Union, and no member shall be penalized for not becoming a member of the Union. Following execution of this agreement, each full time member of the bargaining unit shall either:

6.10.1 Be a member of the Union and execute an authorization for payment of Union dues annually, or

6.10.2 Execute an authorization for payment annually or a service fee equal to the Union dues to be paid to the Union for benefits received by the member as a result of collective bargaining and other services in his/her behalf by the Union. Such authorization shall be executed within twenty (20) days following ratification of this Agreement by the Union and the Board.

6.10.3 If a member of the bargaining unit refuses to execute an authorization permitting deduction by the employer, he/she shall be dismissed from employ-

ment in the district at the close of the first semester.

6.10.4 Any member currently paying dues to the East Detroit Federation of Teachers, through another job classification, will be exempt from any further payment.

ARTICLE VII

7.1 Sick Leave

Each new employee covered by this Agreement shall accumulate one (1) day of leave allowance for each month the employee receives pay in their position for the first year of employment. Thereafter, each employee shall be advanced eleven (11) leave days per year. Leave days shall accumulate to a limit of one hundred and fifty (150) days.

Upon proper notice to the Superintendent or his designee, an employee's absence due to the following causes may be charged against accumulated sick leave allowance:

1. Personal Illness

(a) If the absence is for three (3) or more working days, a doctor's statement certifying illness may be required.

2. Family Illness

(a) Family illness for a period of not to exceed three (3) working days. May be a combination of paid and/or un-

paid leave consistent with the provisions of the Family Medical Leave Act (FMLA).

3. Personal Business

- (a) An employee may use four (4) sick days annually for any reason except outside employment, upon two (2) days prior notification in writing, on the approved district form.
- (b) Personal business will not be used on days immediately preceding and following a legal holiday as defined in Section 3.2.

7.2 Military Leave

Leave for National Defense in excess of two (2) weeks - a teacher absent from duty because of service in the Military Forces of the State of Michigan or the United States because he is inducted or enlists for one (1) period of enlistment shall be considered on leave without pay, but shall be entitled to all salary increments, except sick leave allowance, as if he/she were not absent from duty, providing he returns to duty within sixty (60) calendar days after release from such military services.

7.3 Funeral Leave

An employee 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 Designee.

Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and a relative living and making his/her home in the employee's household shall be included in the employee's "immediate family".

7.4 Jury Duty

An employee who serves on jury duty shall be paid the difference between their pay for jury duty and their regular pay. Such pays will not be deducted from their leave bank.

7.5 Unpaid Leave of Absence

Full time employees may be granted an unpaid leave, not to exceed one (1) year, upon written request. Said employee shall be placed in the same job classification upon the expiration of the leave, providing the employee indicates his intent to return to work at least sixty (60) days prior to the expiration of the leave.

7.6 Sick Bank

Full time employees covered by this Agreement will participate in the Teachers' Sick Bank

under the same terms and conditions as the teachers.

ARTICLE VIII DEFINITIONS

8.1 Definition of Full Time

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

8.2 Title I Paraprofessional

Title I Paraprofessionals work under the direction of the Reading consultants. Typical responsibilities include but are not restricted to the following:

1. Work with individual and small groups of students to tutor reading and related language skills.
2. Assists the classroom teachers with instruction of reinforcing material and/or skills as identified by the teacher.
3. guides independent study enrichment work and remedial work set up and assigned by the teacher.
4. Assist teacher in constructing learning materials as directed.
5. administers, scores and records such achievement and diagnostic tests as the teacher/reading consultant recommends for students.

6. Maintains program records as assigned.
7. Maintains open communication with parents, teachers, students and administration relative to programs.
8. Participates in the in-service training as assigned.

The Title I Paraprofessional must demonstrate excellent reading, writing and communication skills and demonstrated ability to work effectively with children and adults.

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

8.3 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 within the building
2. Works with students and faculty in utilizing media and technology resources.
3. Works directly with students relative to curriculum tasks and assignments.
4. Locate, process, maintain, repair and circu-

- late library collection (including AV library).
5. Keep the professional staff informed of materials available to enhance and supplement their instruction.
 6. Perform first line routine maintenance on all equipment. Schedule service and arrange for repairs as directed.
 7. Interact with building administration, teaching staff and students to develop innovative practices for the Media Center.
 8. Participate in in-service activities as assigned.

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

8.4 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 a sympathetic understanding of individual students, their needs, interests, and abilities.
3. Guides independent study, enrichment work, and remedial work set up and assigned by the teacher.
4. Checks notebooks, corrects papers, and supervises testing and makeup work, as assigned by the teacher.
5. Serves as the chief source of information and help to any substitute teacher assigned in the absence of the regular teacher.
6. Alerts the regular teacher to any problem or special information about an individual student.

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. Meet State and/or Federal guidelines relative to mandated qualifications. Demonstrated 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.

8.5 Special Education Paraprofessional

Special Education Paraprofessional assists certified special education personnel with the instruction, management and medical needs of students within an instructional setting.

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 teacher.
3. Establishes as fully as possible a supportive and sympathetic relationship with the student(s) without fostering or encouraging intense emotional involvement.
4. Serves as a resource person if and when requested, to the student personnel evaluation team conferring about one of the students to whom assigned.
5. Gives assistance relative to physical needs of the student as may be needed.
6. Serves as the chief source of information and help to any substitute teacher assigned in the absence of the regular teacher.
7. Alerts the special education teacher to any problems or special information about an individual student.
8. Special Education Paraprofessional shall have excellent communication skills and

demonstrated ability to work with children who may be physically, mentally or emotionally challenged.

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 Paraprofessional shall possess the appropriate qualities of character, physical ability and experience as determined by the Board of Education.

8.6 Instructional Paraprofessional

Instructional Paraprofessional assists certified instructional personnel in the instruction and management of students within an instructional setting. 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 a sympathetic understanding of individual students, their needs, interests and abilities.
3. Guides independent study, enrichment work and remedial work set up and assigned by the teacher.
4. Checks notebooks, corrects papers and supervises testing and makeup work as assigned by the teacher.
5. Serves as the chief source of information and help to any substitute teacher assigned in the absence of the regular teacher.
6. Alerts the regular teacher to any problem or special information about an individual student.

The Instructional paraprofessional must demonstrate excellent reading, writing and communication skills. The individual must have demonstrated ability to work effectively with children and adults. Instructional Paraprofessional shall also possess appropriate qualities of character and experience as determined by the Board of Education.

APPENDIX A
SALARY SCHEDULE 1997-1998

	Probationary Rate	Regular Rate
Paraprofessional	\$10.10	\$11.40
Grandfathered Vocational/Media (Employees hired prior to 1987)		\$14.70

SALARY SCHEDULE 1998-99

	Probationary Rate	Regular Rate
Paraprofessional	\$10.40	\$11.80
Grandfathered Vocational/Media (Employees hired prior to 1987)		\$15.20

SALARY SCHEDULE 1999-2000

	Probationary Rate	Regular Rate
Paraprofessional	\$10.70	\$12.10
Grandfathered Vocational/Media (Employees hired prior to 1987)		15.60

Adjustments to the above salary schedule for additional approved coursework will be made as follows.

1. If thirty (30) or more up to sixty (60) hours of approved credit has been taken and veri-

fied by the assistant superintendent of Employee Services, add twenty cents (\$.20) per hour.

2. If Associate Degree is earned or additional hours beyond sixty (60) hours are earned and verified by the assistant superintendent of Employee Services, add forty cents (\$.40) per hour.

All figures subject to the educational stipulations above are for full time only.

Salary improvements to the above schedule shall be equal to any percentage salary increase negotiated between E.D.F.T. and the East Detroit Board of Education for the life of this contract.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed the day and year first above written.

**PARAPROFESSIONAL CHAPTER, EAST
DETROIT FEDERATION OF TEACHERS**

BY: Victoria Barrows, President, EDFT
Dr. Gregory Knoblock,
Executive Vice President
Keith Moore, Member
Gary Roehl, Member
William Rohloff, Member
Michael Toutant, Member

**EAST DETROIT PUBLIC SCHOOLS,
MACOMB COUNTY, MICHIGAN**

BY: Eugene Kaminski, President
Craig Wodecki, Vice President
Corrinne Harper, Secretary
Antonio Nucci, Treasurer
Joseph Croff, Trustee
Karen DeGrande, Trustee
Bettie Huebner, Trustee

BOARD NEGOTIATING TEAM:

BY: Raymond J. Berlin, Negotiations Chairperson

