1194

Collective Bargaining
Contract

1987 - 1990

Michigan State University LABOR AND INDUSTRIAL

EAST DETROIT

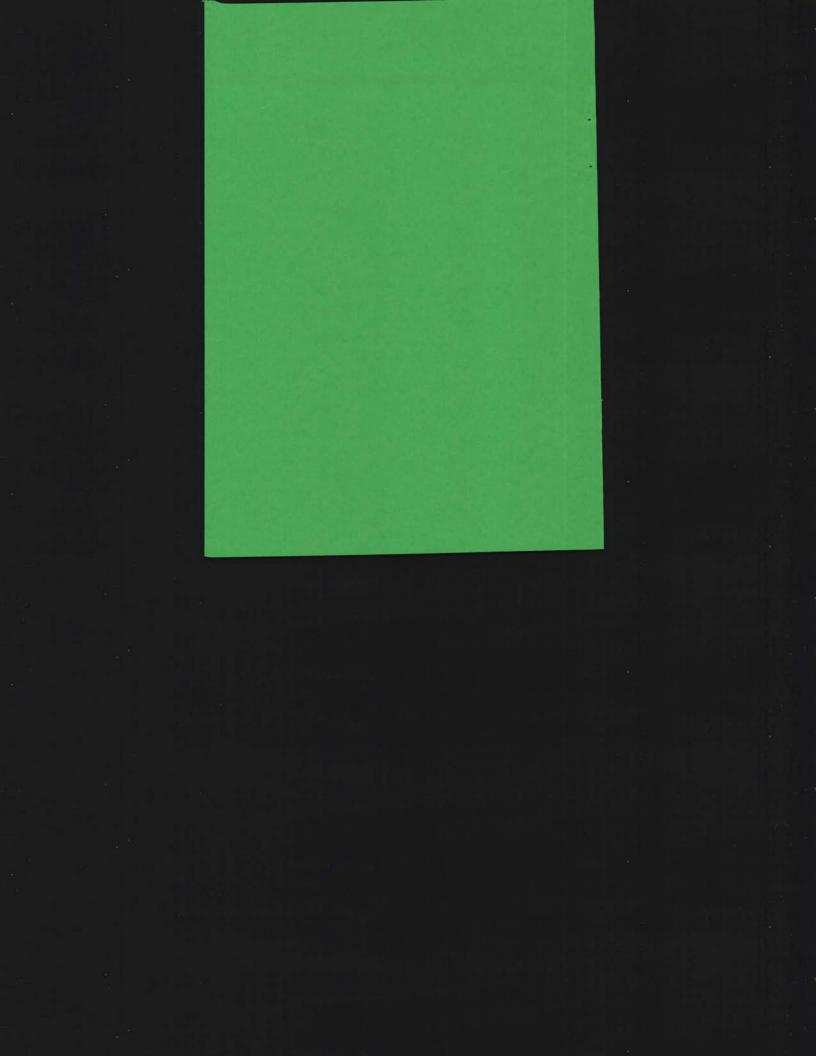
FEDERATION OF TEACHERS

AFT LOCAL 698

and

EAST DETROIT

**BOARD OF EDUCATION** 



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#### ARTICLE I PURPOSE & SCOPE

- 1.1 This agreement entered into this 7th day of September, 1987 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 East Detroit Federation of Teachers, hereinafter called "the Union" shall continue in force and effect until 11:59 p.m., September 3, 1990.
- 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 provision 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, or 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, 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-PAC from teachers' salaries upon written authorization of the teacher. Said authorization shall remain in continuous effect unless revoked by the teacher.

The authorization list shall be filed by the Union at the Employee Services Office by November 1. Deductions shall commence with the first payday following December 1 and continue for ten 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 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 the 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 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 agenda and the Superintendent's Report shall be provided for the Union President, the Negotiations Chairperson 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 (30) 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 Union Negotiating Chairperson 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 Negotiating Chairperson 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 Negotiating Chairperson 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 April 1 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;
  - 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.

- Material detrimental to the employer and employee relationship shall not be placed in mail boxes.
- A copy of material for general distribution shall be given to the Building Principal and Superintendent.
- All material placed in the mail boxes shall contain on it the identity of the sender.
- 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 additional 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 shall have the right to have a Union representative accompany him 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 file which is not confidential.
- 3.2 Tentative course 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. Interested candidates currently employed will be given the opportunity to transfer to these positions based on qualifications, experience and seniority in that order.

Vacancies which may occur as a result of these postings and subsequent transfers will be posted and filled in a like manner, However, a posting 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 candidates for posted positions from the current teaching staff, positions will be filled consistent with the recall provisions of 17.1 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 every building, 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;
  - 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 To assign sufficient staff to provide a minimum of two exposures per week per elementary child in art, music, and physical education, with the physical education teacher involved in grades kindergarten through six, inclusive.
- 3.5.6 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.
- 3.5.7 To employ two (2) permanent resource teachers in an effort to upgrade substitute teaching in special fields.
- 3.5.8 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.
- 3.5.9 To provide one room in each elementary building for teaching art, and one room in each elementary building for teaching vocal music.
- 3.5.10 To establish a program with appropriate budget to expose students to experiences that will enrich their

understanding and appreciation of art. Art shall be offered at the junior high level.

- 3.5.11 To provide students showing unusual interest and ability an opportunity to elect additional courses.
- 3.5.12 To provide the elementary band teacher with a teaching area suitable for teaching of instrumental music.
- 3.5.13 To provide a class day for students in special education comparable in length to the class day of regular students.
- 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, junior high and secondary level to serve on the Student Code Committee.
- 3.8 Attendance at conference, 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 conferences and conventions received by the administration in sufficient time so that teachers may make application and shall allocate to the teachers in each building a conference budget to be used for teachers attendance at educational conferences and conventions. Decisions relative to the spending of these monies shall be made by the building principal in consultation with the staff. The building principal shall make a monthly written statement of expenditures and uses.
- 3.9 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 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 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 counselor's year shall contain fifteen working days more than the normal teacher's. 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 six, inclusive, may have recess both morning and afternoon, if feasible within the physical structure and playground area.
- 3.18 Elementary teachers of art, music, physical education, and library may determine their classroom load and schedules in each building in consultation with the building principal. The final decision shall rest with the building principal. If a teacher determines that the building principal's decision is arbitrary, the teacher shall have recourse through the grievance procedure.
- 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 educations classrooms.
- 3.20 Children in elementary EMI Special Education classes shall have regular art, music, library and physical education 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. All teachers shall have a daily duty free lunch period.
- 3.22 Secondary teachers shall have a daily duty free preparation assignment equivalent to a normal class period.
- 3.22.1 Elementary teachers may use a minimum of 30 minutes a day as duty free preparation assignment during which their classes are scheduled for instruction for Art, Music, P.E. and Library.
- 3.23 All teachers shall report for work ten minutes before their first assignment and are required to be on duty five (5) minutes before it is scheduled to commence. 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 consent.
- 3.24 The maximum class size in East Detroit Schools shall be as follows:

 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 required to assume the duty of teaching a split grade class without his or 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.

## 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:
  - Any matter relative to pay, hours of employment and other conditions of employment;
  - Any matter involving the interpretation or violation of any of the provisions of this agreement;
  - 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 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 Three

In the event the grievant is not satisfied with the disposition of Step 2, he 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 degree, 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 conferred 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 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 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 in the grievance procedure without Union representation. The Board further agrees to provide the Union with 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:
  - Termination of services or failure to re-employ by the Board of any probationary teacher;

Placing by the Board of a non-tenure teacher on third year probation;

- 3. 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.);
- 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 own behalf;

4. To call others to give testimony in his behalf;

 To question, either personally or through counsel or his representative, any person giving testimony;

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 Grievance Chairperson 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 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 1987-88, 1988-89 and 1989-90 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 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 \$14.00 per class hour for 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.

Effective September 1988, the hourly rate shall be \$14.50 per hour.

Effective September 1989, the hourly rate shall be \$15.00 per hour.

5.5 Longevity: Teachers who have fifteen (15) years experience in the system shall receive \$1,250 each year, in addition to their contract salary. Teachers who have served more than twenty (20) years shall receive \$1,250 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 East Detroit.

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 \$14.00 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.

Effective September 1988, the new hourly rate

will be \$14.50 per hour.

Effective September 1989, the hourly rate will be \$15.00 per hour.

5.8 Teachers shall select one of the following options:

1. 26 pays

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 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 pro-

grams 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.

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

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

5.13 Teachers receiving year round supplements, as cited in Appendix B, shall be paid proportionately throughout the school year.

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. In the event the Athletic Director or a coach feels there is a cause for a change, he may request, in writing, a review of the change. This request shall be filed with the Athletic Director by May 1. The committee will review all requests and forward its recommendation to the Superintendent and Federation President.
- 5.15 All currently employed teachers shall receive military experience credit for honorable service on active duty in the Armed Forces of the United States. This credit will be granted retroactively for all 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 \$.20 per mile.

### ARTICLE VI INSURANCE

6.1 The Board shall pay the premium for hospitalization coverage for the teacher who is head of household and his 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 leave is due to illness of the employee or sabbatical leave.

The Board shall provide teachers with an optional group health plan as mandated by the Federal Health Maintenance Act of 1976. Premiums for said plan shall not exceed those prescribed above.

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
Duration
Special Services
Maternity

Emergency Medical
Intensive Care Unit
In-Hospital Medical
Medical Consultation
Surgical
Obstetrical
Lab & X-Ray
Radiation Therapy
Organ Transplant &
Kidney Dialysis in
Private Room or
Intensive Care
Catastrophic Major
Medical Expense

365 Days
Reasonable & Customary
Same as any other
disability
Reasonable & Customary
Full Charge

Best Semi-Private

Semi-Private

Prescription Drugs Other Deductible Benefit Percent Mental & Nervous In-Hospital Out-Patient

Maximum \$3.00 None 90%

Reasonable & Customary 75% Maximum; \$2,000 Annual Unlimited

Maximum

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

6.2 All members of the bargaining unit shall be required to have on file evidence of freedom of TB as required by State law.

The Board of Education will make providisions for a free TB skin test during the spring of the year.

To accommodate employees and comply with the three year regulation, TB skin tests will be offered in 1988, 1990 and every third year thereafter.

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 annunities.

Carriers will be limited to those having eight (8) 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 \$52 per employee per month as outlined. Coverage for Class I, II and III benefits shall be at 80% of reasonable charges.

Each member is entitled to maximum benefits of \$1,000 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), flouride 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.

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.

Peridontic Services - Covered expenses include surgical services, adjunctive peridontal services, treatment of gingivigis 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 regularly scheduled hours, and miscellanerous 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 prothesis 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 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 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 physician certi-

fying 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 severence 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 allowance shall be forfeited. In the event a teacher resumes his employ-

ment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.

- 7.9 In 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 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 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 personal 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.
- 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.

 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. Application for use of the bank prepared by the Union shall be available upon request from the

Employee Services Office.

7.13 If a teacher has exhausted his 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 benefited.

8.2 Sabbatical leave is given to professional personnel to permit them to improve their ability to render 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 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 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 active staff status for the period in which the leave is effective, payable when other staff salaries are paid with appropriate retirement deductions; 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 sabbitical 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 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 shall within two (2) years, repay to the Board the amount received by him during the sabbatical leave. If an employee does not remain in the East Detroit Public School system for two (2) years immediately following his sabbatical leave, he shall within two (2) years after leaving the system repay the Board the amount of money received by him 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 days of any accident, illness, or condition which prohibits him 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.
- 9.2.1 Leaves of absence granted for reason stated in 9.1 a., will be for the duration of the elected term of office.

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.

9.3 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.

Teachers granted leaves of absence extending into a new school year will be staffed and returned

consistent with the provisions of 17.1 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 June 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 daily pay for jury duty and his regular daily salary for each day in which the teacher reports for or performs jury duty and on which he 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 feels are pertinent to the report.

10.2 At least one report for first year probationary teachers shall be based on classroom observation by a member of the central administrative staff.

# ARTICLE XI CALENDAR

	C	ALENDAR									
11.1	School Calendar -	1987-88*									
	September 8	Staff Day									
	September 9	Students Return Elementary A.M. only									
	November 25	School closes at end of day for Thanks- giving recess									
	November 30	School reopens									
	December 18	School closes at end of day for Christmas recess									
	January 4	School reopens									
	February 25	School closes at end of day for Winter Break									
	February 29	School reopens									
	March 31	School closes at end of day for Easter recess									
	April 11	School reopens									
	May 30	Memorial Day recess									
	June 16	Elementary A.M. only									
	June 17	Staff day (Friday)									
		50									

1988-89\* School Calendar -Staff Day September 6 Students Return September 7 Elementary A.M. only School closes at end of day for Thanks-November 23 giving recess School reopens School closes at end of day for Christmas November 28 December 23 recess School reopens January 3 School closes at end of day for Easter March 23 recess School reopens
Memorial Day recess
Elementary A.M. only
Staff day (Friday) April 3 May 29 June 8 June 9

1989-90\* School Calendar -Staff Day Students Return September 5 September 6 Elementary A.M. only School closes at end of day for Thanks-November 22 giving recess November 27 School reopens School closes at end of day for Christmas December 22 January 8 School reopens School closes at end of day for Winter February 22 February 26 School reopens April 12 School closes at end of day for Easter recess April 23 May 28 School reopens Memorial Day recess June 14 Elementary A.M. only Staff day (Friday) June 15

<sup>\*</sup>Snow days to be as per State guidelines

11.2 The 1987-88, 1988-89 and 1989-90 school year shall consist of 184 teacher days of which 180 are student days, four (4) days are to be used for staff days. The two (2) staff days not scheduled above will be scheduled by Administration to take place such that one (1) day is scheduled prior to February 1 and one (1) day subsequent to February 1. Administration will attempt in scheduling the two (2) staff days above to provide time for K-12 cross district planning.

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 meetings per year.

There will be a minimum of one 2:10 p.m. dismissal each month in the elementary buildings. This time may be used for staff meetings and/or teacher planning.

Five (5) staff meetings.

Five (5) preparation periods.

### ARTICLE XII DRIVER EDUCATION

12.1 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 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.

- 12.2 A normal teaching assignment during the summer session shall consist of one hundred twenty (120) hours of employment per session.
- 12.3 A normal teaching assignment for the Fall, Winter, or Spring session shall consist of no less than sixty (60) nor more than seventy-two (72) pupil contact hours.
- 12.4 For safety purposes, no drivers education instructor shall be assigned more than eighteen (18) on the road students per session during the school year.
- 12.5 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.
- 12.5.1 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.

12.6 The salary schedule for Drivers Education shall be \$14.00 per hour.

Effective September 1988 the salary schedule for Driver Education shall be \$14.50 per hour.

Effective September 1989, the salary schedule for Driver Education shall be \$15.00 per hour.

# ARTICLE XIII ADULT EDUCATION

13.1 Employee records shall be maintained for all certified teachers employed by the Adult Education Department.

13.2 Seniority in Adult Education shall be the length of service from date of hire. Date of hire shall be the first day from which the employee is eligible for pay. In the event of identical dates of seniority, order of seniority shall be determined by draw.

Loss of seniority shall be as a result of dismissal, retirement or resignation. Temporary lapses in employment due to a low enrollment will not constitute a break in employment unless they are of a duration of four (4) consecutive semesters.

Seniority rights shall be limited to positions in Adult Education.

13.3 Staffing in Adult Education shall be on the basis of certification and seniority. Applicants from the K-12 bargaining unit shall have preference over applicants having no seniority in Adult Education.

Teachers who author or design unique or special credit programs offered in Adult Education shall be provided the opportunity of instruction over all other candidates.

- 13.4 Vacant and/or new positions in Adult Education shall be posted in every building on the Union bulletin board ten (10) days prior to the selection of the teacher to fill the position. Copies of the posting shall be sent to the Union President.
- 13.5 Payment of dues or representation fee to the EDFT shall be made no later than the 10th week of the semester if paid in cash. A payroll deduction option will be available through the Employee Services Office.
- 13.6 Certificated teachers employed in Adult Education refusing to pay dues or equivalent representation fees will be dismissed from employment in the district at the close of the semester forfeiting all future rights of employment and seniority accrued.
- 13.7 For each two semester hours or three term hours of graduate course work approved by the Director of Adult Education, an additional 10 cents per hour shall be added to the hourly rate to a maximum of 50 cents per hour.
- 13.8 The base rate for Adult Education shall be \$14.00 per hour.

Effective September 1988, the base rate shall be \$14.50 per hour.

Effective September 1989, the hourly rate shall be \$15.00 per hour.

## ARTICLE XIV HALFWAY II

- 14.1 Employment records shall be maintained for all teachers employed in Halfway II.
- 14.2 Seniority in Halfway II shall be the length of service from the date of hire. Date of hire shall be the first day from which the employe is eligible for pay. In the event of identical dates of seniority, order of seniority shall be determined by draw. Loss of seniority shall only be as a result of dismissal, resignation or retirement or lapses in employment due to low enrollment exceeding more than four (4) consecutive semesters. Seniority shall be limited to positions in Halfway II.
- 14.3 Hourly employment in the Alternate High School Completion Program (Halfway II) shall not be transferable as seniority for the K-12 bargaining unit. Years of experience (prorated) in the Alternate High School Completion Program will be granted on the salary schedule for teachers who are hired for the K-12 bargaining unit.
- 14.4 Anticipated vacancies for the ensuing school year relative to Halfway II shall be posted in every building on the Union bulletin boards in the Spring of each school year. Copies of the posting shall be sent to the Union President.
- 14.5 Staffing in Halfway II shall be on the basis of

certification and seniority.

Applicants from the K-12 bargaining unit shall have preference over applicants having no seniority in Halfway II.

Teachers who author and/or design unique or special programs offered in Halfway II shall be provided the opportunity of instruction over all other candidates.

- 14.6 Payment of dues or representation fee to the EDFT shall be made no later than the 10th week of the semester, if paid in cash. A payroll deduction option will be available through the Employee Services Office.
- 14.7 Certified teachers employed in Halfway II programs refusing to pay dues or equivalent representation fees will be dismissed from employment in the district at the close of the semester forfeiting all future rights of employment and seniority accrued.
- 14.8 The base rate for Halfway II shall be \$14.00 per hour.

Effective September 1988, the base rate shall be \$14.50 per hour.

Effective September 1989, the base rate shall be \$15.00 per hour.

## ARTICLE XV SUMMER SCHOOL

15.1 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.

15.2 Applicants shall be ranked according to their year of application. In selecting summer school staff, preference will be according to: seniority and teaching experience, academic background, certification, and interest in that order.

A teacher whose rank entitled him to be chosen for a summer school position but who is not selected, shall receive upon a written request, a written statement from the Superintendent or his designee listing the specific reasons why he was not appointed to the position.

- 15.3 As each new teacher is selected for summer school employment, his name shall be placed at the bottom of the list of those teachers who apply the following year.
- 15.4 If an applicant refuses a position, he shall be dropped from the list of applicants until such time as he shall re-apply.
- 15.5 No teacher shall be assigned more than two (2) different preparations per class period.
- 15.6 There will be 24 minutes of break time for teachers teaching a 4½ hour block plus five minutes of passing time. Twelve minutes of the break time may

be assigned duty time.

15.7 The salary for summer school shall be \$14.00 per hour.

Effective September 1988, the wage rate for summer school shall be \$14.50 per hour.

Effective September 1989, the wage rate for summer school shall be \$15.00 per hour.

### ARTICLE XVI DESIGNATION OF TERMS

- 16.1 Whenever the term "Principal" or "Immediate Supervisor" is used, it is to include the administrator of any work location, functional division or group.
- 16.2 Whenever the term "teacher" is used, it is to include any member of the Bargaining Unit.
- 16.3 The pronouns and relative words herein used are written in the masculine and singular only. Such words shall be read as if written, in the plural, feminine or neuter.
- 16.4 The term "day" when used in this contract shall, except where otherwise indicated, mean working school day.
- 16.5 Whenever the term "school" is used, it is to include any work location, functional division or group in which a grievance may arise.
- 16.6 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.

16.7 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.

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

16.9 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 senority roster after September 7, 1982 shall not accrue bargaining unity seniority as a consequence of Administrative service.

### ARTICLE XVII STAFFING

17.1 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:

 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.

17.1.1 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.

- 17.2 Teachers will be recalled according to seniority to the first position for which they are certified.
- 17.3 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.
- 17.3.1 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.

17.4 A teacher 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.

This request shall be kept on file in the office of the Superintendent or his designee and given consideration whenever vacancies occur.

																				25,387 26,601 25,387 26,601 26,541 27,231 27,231 28,447 27,824 29,664 29,664 29,664 29,759 30,328 29,759 30,328 30,452 31,686 31,142 32,594 31,142 32,75 32,861 34,095 33,800 35,038 34,742 35,038 34,742 35,038
	MA+30	22,624	23,289	23,952		24,565	24,565	24,565 25,173 25,716	24,565 25,173 25,716 26,390	24,565 25,173 25,716 26,390 26,999	24,565 25,173 25,716 26,390 26,999 27,606	24.565 25.173 25.716 26.390 26.999 27.606	24,565 25,173 25,716 26,390 27,606 28,271 28,371	24,565 25,173 26,3716 26,939 26,939 28,271 28,935	24,565 25,173 26,390 26,390 27,606 28,271 28,535 30,320	24,565 25,173 26,370 26,390 27,606 28,271 28,935 30,320 31,176	24,565 25,173 26,390 26,390 27,606 27,606 28,271 28,233 30,320 31,176	24,565 25,5173 26,390 26,390 27,699 28,271 28,235 28,335 30,320 31,176 32,036	24,565 25,716 26,390 27,606 28,530 28,530 30,320 31,176 31,176	24,565 25,173 26,390 26,390 27,606 27,606 30,320 31,176 32,918 32,918
APPENDIX A 1987-88	MA+15	22,214	22,877	23,541		24.152	24,152	24,152 24,762 25,305	24,152 24,762 25,305 25,978	24,152 24,762 25,305 25,978 26,487	24.152 24.762 25.305 25.978 26.487 27.194	24,152 24,762 25,305 25,978 27,194 27,186	24,152 24,762 25,305 26,487 27,194 27,860 28,524	24,152 25,305 25,978 26,487 27,194 28,524 29,218	24,152 24,762 25,978 26,487 27,194 27,860 29,524 29,507	24,152 25,062 25,078 25,978 26,487 27,869 29,218 30,764	24,152 24,152 25,308 25,978 27,194 27,186 29,21 30,764 31,676	24,152 25,378 25,378 26,487 27,194 27,860 29,507 30,764 31,657	24,152 25,378 25,378 27,180 27,180 29,018 31,627 33,567 33,568	24,152 25,308 25,978 27,194 27,194 29,207 31,627 33,567 35,508
AF	MA	21,801	22,465	23.130		23,740	23,740	23,740 24,351 24,894	23,740 24,351 24,894 25,566	23,740 24,351 24,894 25,566 26,178	23,740 24,351 24,894 25,566 26,178 26,783	23,740 24,351 24,894 25,566 26,178 26,783	23,740 24,351 25,894 26,178 26,178 27,448 28,113	23,740 24,351 24,894 25,566 26,178 26,178 28,113 28,806	23,740 24,351 25,566 26,178 26,783 27,448 28,113 28,806	23,740 24,351 25,566 26,178 26,783 27,448 28,113 28,806 30,354	23,740 24,3351 24,3351 22,556 26,178 22,783 22,448 28,113 30,354 31,215	23,740 24,331 24,331 22,564 25,566 26,178 26,178 27,448 28,113 28,806 29,495 30,354 31,215	23,740 24,351 24,351 26,178 26,178 27,483 28,113 28,806 29,495 30,354 31,215 33,096	23.740 24.831 24.834 25.566 26.178 26.178 27.448 30.354 30.354 31.155 33.165 33.096
	BA + 20	20,361	20,914	21,466		22,022	22,022	22,022 22,573 23,078	22,022 22,573 23,078 23,571	22,022 22,573 23,078 23,571 24.070	22,022 22,573 23,078 23,571 24,070	22,022 22,573 23,078 24,070 24,567 25,068	22,022 22,573 23,078 24,070 25,068 25,565	22,022 22,573 23,078 24,670 25,668 25,565 26,061	22,022 22,573 23,578 24,070 25,568 26,565 26,565	22,022 22,573 23,078 24,070 25,068 26,560 26,560 27,224	22,022 23,573 23,571 24,567 25,668 26,061 27,888	22,022 22,573 23,078 24,670 24,670 25,66 25,66 27,88 27,88 27,88 27,88	22,022 22,022 23,078 24,507 24,507 25,568 26,560 27,224 28,668 28,665 29,439	22,022 23,078 23,078 24,607 24,607 25,068 25,565 26,560 27,224 27,888 27,888 31,100
	BA	20,030	20,585	21,136	1	21,690	21,690	21,690 22,243 22,748	21,690 22,243 22,748 23,241	22,243 22,748 23,241 23,740	21,690 22,243 22,748 23,241 23,740 24,237	21,690 22,243 22,748 23,241 24,237 24,237	21,690 22,243 23,748 23,740 24,237 25,236	21,690 22,243 23,748 23,740 24,738 25,236 25,732	21,690 22,743 22,748 23,740 24,738 25,733 26,229	21,690 22,243 22,243 23,241 23,740 24,237 25,236 26,232 26,894	21,690 22,743 22,744 23,740 24,737 25,732 26,732 26,829 27,559	21,690 22,243 22,244 23,241 24,237 26,236 26,229 26,229 26,334 28,334	21,690 22,744 22,744 24,734 24,738 25,733 26,894 28,389 28,339 28,339	21,690 22,744 22,744 23,241 24,734 26,236 26,239 26,239 27,589 20,110
	Step	1.0	1.5	2.0		2.5	3.0	3.0 3.5	3.0 3.0 4.0 5.0	2.8.8.4. 2.0.8.0.4. 3.0.0.2.	2.0.8.4.4.8.3.0.8.5.0.8.5.0.8.0.8.0.8.0.8.0.8.0.8.0.8	28.8.4.4.8.8 20.8.0.8.0.8.0.8.0.8.0.8.0.8.0.8.0.8.0.8	28.8.4.4.8.8.8.6.6.6.6.6.6.6.6.6.6.6.6.6.	28.8.4.4.8.8.8.6.6.6.6.6.6.6.6.6.6.6.6.6.	26.6.4.4.6.6.6.6.6.6.6.6.6.6.6.6.6.6.6.6	2.6.6.4.4.8.8.8.6.6.6.6.6.6.6.6.6.6.6.6.6	7 6 6 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	7,6,4,4,4,4,6,6,7,7,8,8,7,7,7,9,9,7,9,9,7,9,9,9,9,9,9,9	7,6,6,4,4,6,6,6,7,6,8,8,9,6,6,6,6,6,6,6,6,6,6,6,6,6,6,6,6	7,6,4,4,4,6,6,7,7,8,8,9,9,7,7,7,7,7,7,7,7,7,7,7,7,7,7

	ED.D PHD	26,186	26.894	27,599	28,246	28.892	29,468	30,182	30,830	31,473	32,178	32,884	33,619	34,350	35,262	36.175	37,175	38,171	40,284	42,399
APPENDIX A 1988-89	ED.SPEC MA+60	24.877	25.582	26,288	26,936	27,581	28,159	28,872	29,521	30,164	30,868	31,574	32,310	33,042	33,952	34,865	35,862	36,861	38,976	41,089
	MA + 30	24,004	24,709	25,413	26,063	26,709	27,285	27,999	28,646	29,290	29,995	30,700	31,437	31,170	33.078	33,990	34.989	35.987	38,103	40,216
	MA+15	23.569	24.272	24.977	25,625	26.273	26.849	27.563	28.209	28.853	29.559	30.264	31,000	31,731	32,641	33,556	34.554	35,552	37,666	39,780
	MA	23,131	23.835	24.540	25.188	25.836	26,412	27.126	27.775	28.416	29,123	29.828	30.564	31,295	32,205	33,119	34.117	35,115	37,229	39,343
	BA + 20	21.603	22,190	22.776	23.365	23.950	24 486	25.008	25.538	26.066	26.597	27.124	27,651	28.181	28.884	29 589	30.413	31 235	32.997	34,758
	BA	21 251	21 741	22 426	23,013	23,600	24 136	24.658	25 188	25,716	26.247	26,776	27,302	27 829	28.534	29 240	30.062	30.886	32,647	34,408
	Step	1.0		2.0	2.5	30	3.5	4.0	4.5	200	2.5	0.9	5	7.0	7.5	0	000	00	50	10.0

					APPENDIX A 1989-90			
	Step	BA	BA+20	MA	MA+15	MA + 30	ED.SPEC	ED.D
		075 00	000			0180703800	MA + 60	PHD.
	1.0	27,548	22,920	24,541	25,006	25,469	26,394	27.783
	1.5	23,173	23,543	25,289	25,753	26,216	27.142	28 534
	2.0	23,794	24.165	26.037	26.501	26.963	27 891	20 282
	2.5	24,416	24.790	26.725	27.188	27 653	28 570	20.000
	3.0	25.039	25.411	27 412	27.876	28,338	20,07	20,509
	3.5	25,608	25 979	28 023	28 487	28,070	70,67	40,00
	40	26 163	ACS 3C	2000	1000	20,000	110,67	21,203
	5	201,02	20,334	78,780	79,744	701.67	30,633	32,024
	4.5	26,725	27,096	29,469	29,930	30,393	31.322	32.711
	5.0	27,284	27,656	30,150	30,613	31.077	32,004	33 303
	5.5	27,848	28,219	30,899	31,363	31.825	32.751	34 141
6	0.9	28,409	28,779	31.647	32,111	32,573	33,500	34 890
6	6.5	28,967	29,337	32,428	32.891	33,355	34 281	35,670
	7.0	29,527	29,900	33,203	33.667	34 132	35.058	36 445
	7.5	30,275	30,646	34,170	34.632	35.096	36,023	37.413
	8.0	31,024	31,394	35,139	35.603	36.064	36 900	38 381
	8.5	31,896	32,269	36,198	36,661	37 124	38,040	30,301
	0.6	32,770	33,140	37,257	37 720	38 182	30,100	2005.00
	9.5	34,639	35,010	39 500	30 064	40 428	41 253	40,300
	10.0	36,507	36,879	41,743	42.207	42,669	43.596	44 985
	The rate	of pay for teac	thers on a parti	al teaching co	ontract or partial	teaching assignı	The rate of pay for teachers on a partial teaching contract or partial teaching assignment within the school program is	ool program is
	as set for	as set forth in the Instructional Assignment Code No. Hours of Instruction	Instructional Assignmen No. Hours of Instruction	ment Code.		Instructional Code	Code	•
		_				.17		
		2+1 p	2+1 prep full benefits 3+1 prep full benefits	SS		.50		
		4+1p	prep full benefits	S		.83		

#### APPENDIX B

I	Percen of sal	
NON-ATHLETICHIGH 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
Shamettes		4.0
Newspaper		3.5
Yearbook		3.5
NON-ATHLETICJR. HIGH & ELEMEN	NTAF	RY
Band Director		7.0
Counselors		5.0
Vocal Music		4.0
Drama Coaches		4.0
Student Council		3.0
Elementary Safety Patrol		3.0
Elementary Service Squad		3.0

Sport         Wks.         W.         C.         A.         N.         E.         R.           Var. F.B.         17         5.1         .9         1.5         1.0         1.4         2.1           Asst. F.B.         16         4.8         .9         .0         1.0         .4         1.0           9th F.B.         12         3.0         .8         .5         1.0         1.2         .8           Asst. 9th F.B.         11         2.7         .8         .0         1.0         .2         .3           7/8th F.B.         10         2.5         .6         .5         1.0         1.0         .4           Asst. 7/8th F.B.         9         2.2         .6         .0         1.0         .2         .3           Asst. 7/8th F.B.         9         2.2         .6         .0         1.0         .2         .3           Var. B.B.         17         5.1         2.0         .0         .5         .5         .6         2.1         .3           Girls' Jv. B.B.         17         5.1         2.0         .5         .9         2.4         1           Girls' 9th B.B.         11         2.7         1.			APP	APPENDIX C	C				
Var. F.B.       17       5.1       .9       1.5       1.0       1.4       2.1         Asst. F.B.       16       4.8       .9       .0       1.0       .4       1.0         9th F.B.       12       3.0       .8       .5       1.0       .1.4       2.1         Asst. 9th F.B.       11       2.7       .8       .0       1.0       .4       1.0         Asst. 9th F.B.       10       2.5       .6       .5       1.0       .1       .3         Asst. 7/8th F.B.       9       2.2       .6       .5       1.0       .0       .4       .0         Var. C.C.       13       3.9       1.5       .5       .5       .5       .6       2.1         Var. B.B.       17       5.1       2.0       .0       .5       .9       2.4         Girls' Var. B.B.       17       5.1       2.0       .5       .9       2.4         Girls' J.V. B.B.       11       2.7       1.0       .0       .5       .3       1.0         Y/8th B.B.       11       2.7       1.0       .0       .5       .3       1.0         Girls' 7/8th B.B.       11       2.7	Sport	Wks.	W.	C.	Α.	ż	E.	R.	%
Asst. F.B. 16 4.8 .9 .0 1.0 .4 1.0 9th F.B. 11 2.7 8 .0 1.0 .2 3 3 3 4 5 4 5 1.0 1.2 8 3 4 5 1.0 1.2 8 3 3 4 5 1.0 1.2 8 3 3 4 5 1.0 1.0 4 4 1.0 2.5 6 .5 1.0 1.0 2 3 3 4 5 1.0 1.0 2.5 6 2.1 1.0 1.0 2 3 3 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0	Var. F.B.	17	5.1	6.	1.5	1.0	1.4	2.1	12.0
9th F.B.  Asst. 9th F.B.  Asst. 9th F.B.  11 2.7 8 0 1.0 1.2 .3  7/8th F.B.  Asst. 7/8th F.B.  9 2.2 .6 .5 1.0 1.0 .4  Asst. 7/8th F.B.  9 2.2 .6 .0 1.0 .2 .3  Var. B.B.  20 6.0 2.2 .0 .5 .9 2.4  Girls' Var. B.B.  11 2.7 1.0 .0 .5 .3 1.0  7/8th B.B.  Girls' 9th B.B.  11 2.7 1.0 .0 .5 .3 1.0  Girls' 9th B.B.  11 2.7 1.0 .0 .5 .3 1.0  Girls' 7/8th B.B.  11 2.7 1.0 .0 .5 .3 1.0  Girls' 7/8th B.B.  11 2.7 1.0 .0 .5 .3 1.0	Asst. F.B.	16	8.4	6.	0.	1.0	4.	1.0	8.1
Asst. 9th F.B. 11 2.7 .8 .0 1.0 .2 .3 7/8th F.B. 9 2.2 .6 .5 1.0 1.0 .4 Asst. 7/8th F.B. 9 2.2 .6 .0 1.0 .2 .3 .3 Var. C.C. 13 3.9 1.5 .5 .5 .5 .6 2.1 Var. B.B. 20 6.0 2.2 .0 .5 .9 2.4 Girls' Var. B.B. 17 5.1 2.0 .0 .5 .9 2.4 Girls' J.V. B.B. 11 2.7 1.0 .0 .5 .3 1.0 7/8th B.B. 11 2.7 1.0 .0 .5 .3 1.0 Girls' 9th B.B. 11 2.7 1.0 .0 .5 .3 1.0 Girls' 9th B.B. 11 2.7 1.0 .0 .5 .3 1.0 Girls' 7/8th B.B. 11 2.7 1.0 .0 .5 .3 .7	9th F.B.	12	3.0	∞.	.5	1.0	1.2	∞.	7.3
7/8th F.B.       10       2.5       .6       .5       1.0       1.0       .4         Asst. 7/8th F.B.       9       2.2       .6       .0       1.0       .2       .3         Var. C.C.       13       3.9       1.5       .5       .5       .5       .6       2.1         Var. B.B.       20       6.0       2.2       .0       .5       .9       2.4         J.V. B.B.       17       5.1       2.0       .0       .5       .9       2.4         Girls' Jv. B.B.       17       5.1       2.0       .0       .5       .9       2.4         Girls' Jv. B.B.       17       5.1       2.0       .0       .5       .9       2.4         9th B.B.       11       2.7       1.0       .0       .5       .3       1.0         Girls' 9th B.B.       11       2.7       1.0       .0       .5       .3       1.0         Girls' 7/8th B.B.       11       2.7       1.0       .0       .5       .3       1.0         7       10       .0       .5       .3       .7       .7       .7       .7       .7       .7       .7       .7       .7<	Asst. 9th F.B.	=	2.7	∞.	0.	1.0	2	£;	5.0
Asst. 7/8th F.B.       9       2.2       .6       .0       1.0       .2       .3         Var. C.C.       13       3.9       1.5       .5       .5       .5       .6       2.1         Var. B.B.       20       6.0       2.2       .0       .5       .9       2.4         J.V. B.B.       17       5.1       2.0       .0       .5       .9       2.4         Girls' Jv. B.B.       17       5.1       2.0       .0       .5       .9       2.4         Girls' Jv. B.B.       17       5.1       2.0       .0       .5       .9       2.4         9th B.B.       17       5.1       2.0       .0       .5       .9       2.4         Girls' 9th B.B.       11       2.7       1.0       .0       .5       .3       1.0         Girls' 7/8th B.B.       11       2.7       1.0       .0       .5       .3       1.0	7/8th F.B.	10	2.5	9.	3.	1.0	1.0	4.	6.0
B.B. 20 6.0 2.2 .0 .5 .9 2.4 1 3.8 B.B. 17 5.1 2.0 .0 .5 .9 2.4 1 3.8 B.B. 17 5.1 2.0 .0 .5 .9 2.4 1 3.8 B.B. 11 2.7 1.0 .0 .5 .3 1.0 B.B. 11 2.7 1.0 .0 .5 .3 1.0 B.B. 11 2.7 1.0 .0 .5 .3 1.0 B.B. 11 2.7 1.0 .0 .5 .3 7.7 1.0 .0 .5 .3 7.7 1.0 .0 .5 .3 7.7 1.0 .0 .5 .3 7.7 1.0 .0 .5 .3 7.7 1.0 .0 .5 .3 7.7 1.0 .0 .5 .3 7.7 1.0 .0 .5 .3 7.7 1.0 1.0 .5 .3 7.7 1.0 1.0 .5 .3 7.7 1.0 1.0 .5 .3 7.7 1.0 1.0 .5 .3 7.7 1.0 1.0 1.5 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0 1.0	7/8th	6	2.2	9.	0.	1.0	.2	ε:	4.3
20 6.0 2.2 .0 .5 .9 2.4 17 5.1 2.0 .0 .5 .1 .3 B.B. 17 5.1 2.0 .0 .5 .9 2.4 B.B. 17 5.1 2.0 .0 .5 .9 2.4 11 2.7 1.0 .0 .5 .3 1.0 B.B. 11 2.7 1.0 .0 .5 .3 1.0 h.B.B. 11 2.7 1.0 .0 .5 .3 1.0	Var.	13	3.9	1.5	3.	s.	9.	2.1	9.1
B.B. 20 6.0 2.2 .0 .5 .1 .3 B.B. 17 5.1 2.0 .0 .5 .9 2.4 B.B. 17 5.1 2.0 .0 .5 .1 .3 11 2.7 1.0 .0 .5 .3 1.0 B.B. 11 2.7 1.0 .0 .5 .3 1.0 h.B.B. 11 2.7 1.0 .0 .5 .3 .7	Var. B.B.	20	0.9	2.2	0.	.5	6:	2.4	12.0
B.B. 20 6.0 2.2 .0 .5 .9 2.4 B.B. 17 5.1 2.0 .0 .5 .1 .3 11 2.7 1.0 .0 .5 .3 1.0 B.B. 11 2.7 1.0 .0 .5 .3 1.0 h.B.B. 11 2.7 1.0 .0 .5 .3 .7	J.V. B.B.	17	5.1	2.0	0.	s.	Τ.	3	8.0
i.V. B.B. 17 5.1 2.0 .0 .5 .1 .3 1.0 3.   3.		20	0.9	2.2	0.	3.	6.	2.4	12.0
B. 11 2.7 1.0 .0 .5 .3 1.0 3.B. 11 2.7 1.0 .0 .5 .3 .7 3.4B.B. 11 2.7 1.0 .0 .5 .3 1.0 7/8th B.B. 11 2.7 1.0 .0 .5 .3 .7	>	17	5.1	2.0	0.	s.	Τ.	£.	8.0
3.B. 11 2.7 1.0 .0 .5 .3 .7 .9th B.B. 11 2.7 1.0 .0 .5 .3 1.0 .78th B.B. 11 2.7 1.0 .0 .5 .3 .7	9th B.B.	=	2.7	1.0	0.	s.	E.	1.0	5.5
9th B.B. 11 2.7 1.0 .0 .5 .3 1.0 7/8th B.B. 11 2.7 1.0 .0 .5 .3 .7	7/8th B.B.	Ξ	2.7	1.0	0.	s.	£.	7.	5.2
7/8th B.B. 11 2.7 1.0 .0 .5 .3 .7	Girls' 9th B.B.	Ξ	2.7	1.0	0.	5.	.3	1.0	5.5
		Ξ	2.7	1.0	0.	5.	ε:	7.	5.2

	AFI	ENDI	APPENDIA C (continued)	ontinue	(D)			
Sport	Wks.	W.	C.	Α.	ż	Э.	Α.	%
Var. Wr.	16	8.4	2.0	0:	1.0	1.3	1.4	10.5
J.V. Wr.	14	4.2	1.8	0.	s.	9.	6.	8.0
Jr. High Wr.	Ξ	2.7	1.0	5.	1.0	s.	1:1	8.9
Var. Sw.	17	5.1	1.7	5.	1.0	4.	1.8	10.5
Asst. Sw.	15	4.5	1.6	0.	3.	0.	4.	7.0
Girls' Var. Sw.	17	5.1	1.7	3.	1.0	4.	1.8	10.5
Var. V.B.	18	5.4	1.9	5.	5.	5.	1.0	8.6
J.V. V.B.	16	8.4	1.8	0.	3.	Τ.	4.	7.6
Jr. Hi. V.B.	Ξ	2.7	1.0	5.	5.	s.	4.	5.6
Var. Track	13	3.9	1.9	s:	1.0	1.3	1.4	10.0
	12	3.6	1.8	0.	1.0	s.	9.	7.5
Girls' Var. Track	13	3.9	1.9	5.	1.0	1.3	1.4	10.0
Girls' Asst. Var. Trk.	12	3.6	1.8	0.	1.0	3.	9.	7.5
Boys' J.H. Track	Ξ	2.7	∞.	3:	3.	'n	1.3	6.3

Sport	Wks.	M	C.	Α.	ż	E.	R.	%
Girls' J.H. Track	11	2.7	%.	3.	3.	ς:	1.3	6.3
Girls' Asst. Jr. Hi. Tr.	Ξ	2.7	∞.	0.	5.	5.	9.	5.1
Var. Ba.	13	3.9	1.9	0.	3.	4.1	1.5	9.2
J.V. Ba.	12	3.6	1.8	0.	s:	s.	1.0	7.4
9th Ba.	11	2.7	1.0	0.	s.	∞.	7.	5.7
Girls' Var. S.B.	13	3.9	1.9	0.	5.	1.4	1.5	9.2
Girls' J.V. S.B.	12	3.6	1.8	0.	5.	3.	1.0	7.4
Girls' Jr. Hi. S.B.	Ξ	2.7	1.0	0.	5.	∞.	7.	5.7
Var. Tennis	12	3.6	1.7	0.	3.	5.	9.	6.9
Girls' Var. Tennis	12	3.6	1.7	0.	5.	5.	9.	6.9
H.S. Ch. L.	30	4.5	4.0	s.	5.	.2	4	10.1
Jr. Hi. Ch. L.	26	3.4	1.3	s.	s.	.2	4.	6.3
Boys Soccer	13	3.9	1.5	0.	i,	1.5	2.1	9.5
Girls Soccer	13	3.9	1.5	0.	5.	1.5	2.1	9.5

#### APPENDIX C

#### I. Explanation of Factors Official Season

The official season of a sport designated by the athletic director determines the number of weeks involved. Double weeks were credited to those coaches who were expected to work double sessions before the opening of school in August. At the high school level, four weeks were granted prior to the first contest and one week at the end of each season; at the junior high level, three weeks prior to the first contest and one week at the end of each season.

#### II. Factor "W" (Weeks of Seasons)

Each week under Factor "W" equals .3 percent at the high school level, .25 percent at the junior high level, .15 percent for Varsity cheerleading and .13 percent for junior high cheerleading. The difference between high school and junior high school under this factor is the time of contests (night and Saturdays), and maturity of participants.

#### III. Factor "C" (Scheduled Contests)

Credit for each contest normally scheduled would be .1 percent. Request for additional contests, scrimmages, invitationals or tournaments would not affect this factor. Minor fluctuations in number of contests scheduled may occur from year to year. Credit for one contest only will be granted any sport involving state tournament competition -- regardless of how many additional contests are played.

#### IV. Factor "A" (Assistants)

A credit of .5 percent was given for each assistant under the direct responsibility of the head coach. The head coach is primarily responsible for the assignment, direction, and guidance of assistant coaches under him. Those coaches who handle both Junior Varsity and Varsity assignments are also given credit for an assistant.

#### V. Factor "N" (Number of Participants)

A coach would receive .5 for participants from 1 through 35 directly under his charge. This number would be based on the official eligibility list published at the beginning of each season.

#### VI. Factor "E" (Equipment)

The coach is responsible for submitting requisitions, taking inventory, securing, issuing, cleaning and storing of all equipment and uniforms in his charge. This factor range is from .0 percent to 1.5 percent.

Other variables in this factor are based on volume, handling, transportation, weight of equipment, sanitizing, repairing and reconditioning of equipment.

### VII. Factor "R" (Responsibility)

This factor range is from .0 to 3.0 percent. It involves specific responsibilities relating to the coaching of a particular sport. The following are the responsibility factors: 1. calling in contest scores, results, furnishing statistical information, media interviews; 2. scholarship information, preparation, interviews, campus visits, athletic counseling; 3. team sports vs. individual

coaching; 4. facility preparation for contests --scoreboard, nets, backboards, poles, microphone
bleachers, and floor prep.; 5. public, parent and spectator interest --- crowd control; 6. recordkeeping,
statistics, roster prep., charting, filing, correspondence; 7. team safety involvement --- training
room, injury first-aid treatment, taping, liability; 8.
scouting assignments; 9. offsite practice and games;
10. coaching clinics.

In Witness Whereof, the parties hereunto have caused this instrument to be executed the day and year first above written.

#### SCHOOL DISTRICT OF THE CITY OF EAST DETROIT, MACOMB COUNTY, MICHIGAN, BY:

Wayne O'Neil, President Joseph Croff, Vice President Marsha Minervini, Secretary Bettie Huebner, Treasurer Eugene Kaminski, Trustee Marguerite Humes, Trustee Antonio Nucci, Trustee

# THE EAST DETROIT FEDERATION OF TEACHERS AFT No. 698 BY:

Carl Rohloff, President Vickie Barrows, Negotiations Chairperson Alden Bernardi, Member Melvin Rebillot, Member Michael Toutant, Member William Rohloff, Member

## BOARD NEGOTIATIONS TEAM BY:

Charles Uhazie, Negotiations Chairperson Dr. John Gardiner, Member Robert Randlett, Member Raymond J. Berlin, Member



