

8/30/89

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University
— CONTRACT —**

— between —

**THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT
OF THE CITY OF INKSTER**

Wayne County, Michigan

— and —

**INKSTER FEDERATION OF TEACHERS
Local 1068
American Federation of Teachers
AFL-CIO**

1986-1989

Inkster Public Schools

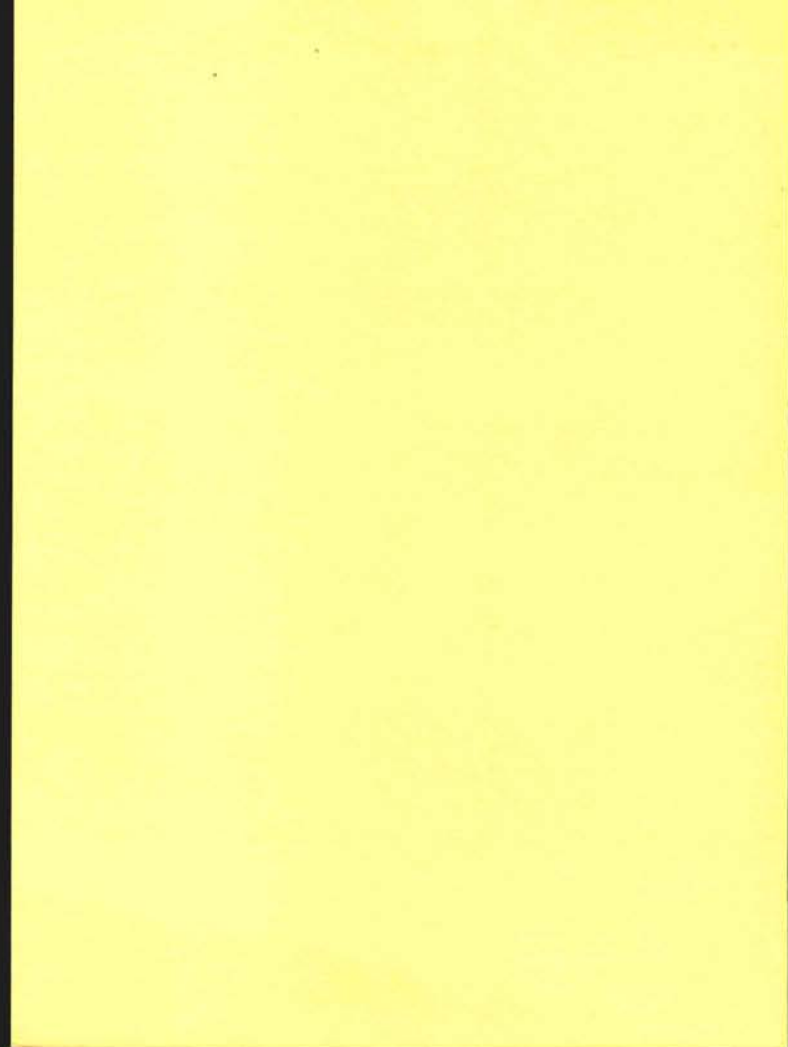


TABLE OF CONTENTS

ARTICLE NO.	TITLE	PAGE NO.
I	FEDERATION RECOGNITION	2
II	FAIR PRACTICES	4
III	CONDITIONS APPLICABLE TO ALL TEACHERS	10
IV	CLASS SIZE LIMITATION	13
V	SCHOOL DAY DEFINED	15
VI	POLICIES RELATING TO TEACHER FILES	16
VII	GRIEVANCE POLICY AND PROCEDURES	17
VIII	ASSIGNMENTS, TRANSFERS, PROMOTIONAL AND CHANGE OF STATUS POLICIES	21
IX	TRANSFERS	22
X	SENIORITY	24
XI	STAFF REDUCTION — RECALL	25
XII	LEAVE OF ABSENCE	26
XIII	SALARIES AND FRINGE BENEFITS	31
XIV	LIBRARIANS	37
XV	DISCIPLINE	37
XVI	OTHER WORKING CONDITIONS	40
XVII	PROMOTION OF HUMAN RIGHTS AND EFFECTIVE INTEGRATION	47
XVIII	AGENCY SHOP	49
	APPENDIXES	50

**AGREEMENT BETWEEN
THE INKSTER BOARD OF EDUCATION AND
THE INKSTER FEDERATION OF TEACHERS**

THIS AGREEMENT IS made this 19th day of August, 1986, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF INKSTER (hereinafter referred to as the "Board") and the INKSTER FEDERATION OF TEACHERS, LOCAL 1068, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Federation"). This contract will be for the 1986-1989 school year.

**ARTICLE I
FEDERATION RECOGNITIONS**

SECTION 1

A. The Board recognizes the Federation as the sole and exclusive bargaining representative for all personnel in the bargaining unit described as follows:

All certified teachers, counselors, department chairmen, special service teachers, psychological diagnosticians, and assistants, special education teachers, assigned substitute teachers, and daily substitute teachers, certified classroom teachers in the pupil adjustment program, summer school and adult education teachers, librarians, teacher-coordinators excluding:

Superintendent, Assistant Superintendent, Assistants to Superintendent, Secondary and Elementary School Principals, Director of Student Services, Director of Vocational Education, Director of Personnel and Community Relations, Coordinator of Special Education, Coordinator of Secondary and Elementary Education, Community Education Director, Director of Guidance, Business Administrator(s), Administrative Assistants(s) and Youth Officer(s).

Members of the bargaining unit who are involved in Federal and State programs shall be covered by all provisions of this contract with the exception of salary and fringe benefits,

which may be determined by Federal and State guidelines.

The term "classroom teachers" comprises the following teacher categories:

Teachers of pre-kindergarten classes; teachers of grades 1 through 6; teachers of grades above 6; teachers of child care centers; teachers of music, fine arts, health education; sewing, industrial arts, home economics, classes for children with retarded mental development, classes for the blind, sight conservation classes; classes for crippled children, health conservation classes; classes for tuberculous children; hospital classes; speech improvement and schools for the deaf, teachers in day academic junior and senior high schools; teachers of library in junior high and day high schools; teachers of swimming; teachers of swimming and health instruction in junior high and day high schools, physical education teachers, teachers of homebound children duly appointed to a regular program, teachers in adult education, teachers in subjects-trades, teachers of typing and commercial subjects in junior and senior high schools.

- B. The employee shall not be accompanied by an officer, executor, delegate, representative, agent, member of employee in any capacity of any organization other than the Federation, nor shall an organization other than the Federation argue a grievance in its own behalf.
- C. Members of the bargaining unit, who, during the school day participate in conferences or meetings referred to in this agreement or who participate in contract negotiations respecting a collective bargaining agreement shall be provided released time without loss of pay, equal to any time spent outside the school day in participating in such activities.
- D. The teachers retain the right to join ANY teacher organization, but membership in a teacher organization shall be required as a condition of employment.
- E. Nothing contained herein shall be construed to deny to any employee his rights under Act 336 of Public Acts of 1947 as

amended, or under the State Education Law or under applicable civil service laws and regulations.

F. In the event the Inkster Public Schools should become a part of a consolidated school district, the Board agrees that it will do everything within the existing legal framework to insure the continued recognition of the Federation as the bargaining agent for Inkster teachers. The Board further agrees that it will recognize and abide by all appropriate laws in effect at the time any consolidation may occur.

G. Definitions:

Whenever the term "principal" is used, it is to include the administrator of any work location or functional division or group.

Whenever the term "school" is used, it is to include any work location or functional division or group.

Whenever the term "teacher" is used, it is to include any member or members of the bargaining unit.

Whenever the "singular" is used, it is to include the plural.

Whenever the "masculine" is used, it is to include the feminine.

Whenever the term "Federation Building Representative" is used, it is to mean the elected representative of the Federation in the school or his alternate teacher designee.

ARTICLE II FAIR PRACTICES

SECTION 1

A. The Federation agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis, of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee organization.

- B. The Board must make available to the Federation any and all information, statistics, and records which are necessary to make intelligent decisions relevant to negotiations, or necessary for proper enforcement of the terms of this agreement, with the exception of the teacher personnel records, and in such case, these records will be released only upon written authorization of the teacher involved. The information will be in the form determined by the Board. The Board will not be required to do any research work for the Federation.
- C. The Board shall take no action violative of, or inconsistent with, any provision of this agreement or any policy or practice governing working conditions of teachers existing on the date of execution of this agreement, and as of such date, the Board agrees that it will not take any action effecting other working conditions of teachers provided for within the agreement, without prior negotiations with the Federation.
- D. The Board agrees that in all cases involving I.F.T. members, that due process shall be followed. This shall be construed to mean that an employee shall have the right of representation and the right to face and question any accuser, as well as any other legal rights involved in due process.
- E. The Board recognizes the concept of progressive discipline and agrees that it shall be utilized in all cases where appropriate. It is accepted that certain types of conduct may demand severe actions.

SECTION 2

- A. Teacher representation on any system-wide committee, agency, commission or other such body established by the Board shall be nominated by the Federation as stipulated below, and shall be fully compensated when working on curriculum or related programs.
 - 1. The Union, through discussion with its officers shall have the right to participate in the establishment, staffing and implementation of any system-wide committee established by the Board involving teacher participation; pro-

vided, however, that fifty percent (50%) of the membership of the teachers of any such committee shall be first determined by the Union, and the remaining teachers shall be appointed by the Board; and, provided further, that nothing in this provision shall prevent the Union from initiating discussion of the establishment of such committee. The Union shall have five (5) days, except in case of extreme emergency, after formal notification by the Board that such committee is to be established, to determine its committee membership. If the Union is unable to select its full representation within that time, the Board may appoint the remaining members of the committee. The responsibility of selecting the chairperson of the committee shall be performed by the members of the committee. Failure to select a chairperson in accordance with the rules of establishment of each committee shall result in the Board selecting the chairperson from the members of the committee. Teacher members of such committees shall be fully compensated when working on said committees during the school day. In the event action is to be taken by the Board, any additions, modifications, or deletions of the committee recommendations, with valid reasons therefore, shall be submitted to the committee with a copy to the Federation President.

Federation personnel shall have the right to participate in the annual establishment of an eligibility list of certificated personnel for fall hiring. The Board reserves the right to determine the final composition of said list and to select personnel not on the list as emergency situations arise. Federation personnel involved in the foregoing shall be designated according to grade level and/or subject area of interviewee(s).

- B. The Board agrees to continue its policy of not discriminating against any employee in hiring and placement on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of any employee organization.

- C. The Board shall deduct from each employee an amount equal to the current Federation dues. Such payments shall continue year to year, automatically.
- D. Whenever the payroll deduction slip for payment of Union Dues is received by the Central Office up to the last 10 days, deductions will begin the next pay.

SECTION 3

- A. School rooms shall be made available for Federation business meetings without cost.
- B. The President of the Federation shall receive one (1) day per week released time. Upon reasonable request, other Federation representatives shall be granted released time to take care of necessary Federation business.
- C. The Superintendent of Schools and the principals of each school, or their representatives, shall meet with representatives of the Federation at the request of the Federation at reasonable times with advance notice on matters of educational policy and development and on matters relating to the implementation of this agreement. Under certain circumstances, the Superintendent may designate one of the following to represent him:
 - (a) Assistant Superintendent
 - (b) Business Administrator, or
 - (c) Director of Special Services
- D. The principal of a school shall meet with the Federation Building Committee of that school upon the request of the Building Committee to discuss school operations and questions relating to the implementation of this agreement. Proposed changes in existing policies and procedures and new policies and procedures for that school shall be subjects for discussion at such meeting.
- E. Upon the request of the Federation, the Board shall permit a designated regular staff teacher of the Federation or off-duty teacher representative of the Federation to visit the schools to

investigate working conditions, teacher complaints or problems, or for any other purpose relating to terms and conditions of this agreement. He shall inform the principal at least one (1) school day in advance of his visit. Upon the representative's arrival, the principal or, in his absence, the acting administrator shall confer with the Federation representative in order to facilitate the purpose of his visit. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.

- F. Teachers who are elected or appointed to full time positions with the Inkster Federation of Teacher, the Michigan Federation of Teachers, or the American Federation of Teachers, will, upon proper application, be granted leaves of absence for the purpose of accepting those positions. The leave of absence shall be for a one (1) year period, without pay, and shall be renewed as often as necessary while the said teacher remains with the Federation in any full time capacity.
- G. The Federation shall be provided adequate bulletin board space in a place readily accessible to all teachers in each school for the posting of notices and other material relating to Federation activities.
 - 1. The bulletin board space allocated shall be identified with the name of the Federation, and the authorized representative of the Federation or his designee shall have the responsibility of posting materials on the bulletin board.
 - 2. During the period of time that is presently allotted for regular school announcements, there shall also be time allotted for announcements concerning Federation bulletins affecting the teaching staff.
 - 3. The Federation shall have the right to place material in the mail boxes of teachers. Placement will be made by the authorized representative of the Federation or his designee.
 - 4. In schools where there is no Federation representative, a teacher or regular staff member of the Federation will

inform the administrator or his designee of his presence, the purpose of his visit, and will present a letter of identification signed by the President of the Federation. When so identified, he will be accorded the rights of the authorized representative, under Section 3, subparagraph G-1 and G-3 above.

5. The Union shall give prior notice to the building administrator for meetings to be held in that building involving only those persons who are working in that building. The Union shall give twenty-four (24) hour notice to the administrator of the school for total Federation meetings. The authorized representative of the Federation shall have the right to schedule Federation building meetings in the building during lunch time and before and after the school day of the employees involved.
6. The Federation shall be given a place on the agenda of regularly scheduled staff meetings for brief reports and announcements.
7. The Federation will be provided with a mail box in each and every building within the school system, including the administration building, for the purpose of receiving Federation mail and materials.
- H. Copies of the public agenda of the regular Board meetings, in its entirety, shall be available to the Federation as soon as they are sent to members of the Board of Education.
- I. The school calendar for each school year shall be negotiated by the Federation and Administration. It shall be negotiated and published in detail at the earliest possible date.
- J. Monies forthcoming from the sale of milk, potato chips, student activities, etc., (Activity Fund) will be "posted" on the Federation bulletin board and school bulletin board. The posting will be accomplished on a quarterly basis.
- K. The Board shall cause the preparation of sufficient copies of the contract to be made for distribution by the Federation to each employee plus an additional twenty percent (20%). The Union will pay half the cost of printing contracts.

- L. The supply budget allocation for each school shall be made available to teaching personnel in each building — yearly.
- M. Teachers shall be given the same consideration as administrative and non-teaching personnel, when and if compensatory time is authorized by the Superintendent of Schools.

ARTICLE III

CONDITIONS APPLICABLE TO ALL TEACHERS

SECTION 1

- A. The term "non-teaching" duties comprises the following categories:
 - 1. Noon hour supervision. No designated area of corridor supervision, cafeteria supervision, preparation of bulletin boards located outside of the classroom, handling, distributing, storing and inventorying of books, supplies and equipment; collection of all monies, yard duty, supervision of and attendance at any events which occur outside of the defined pupil school day; clerical duties, monthly attendance reports, scoring of all standard tests, and supervision of the attendance at events occurring outside of the defined pupil school day which do not deal with presentation of programs growing out of the pupil's course of study. It is recognized that there will be functions in which teachers may participate freely and voluntarily as a part of their basic professional responsibility.
- B. Non-teaching aides shall be provided to handle all of the above non-teaching duties.
- C. Safety Patrol and Service Squad supervision will be voluntary in accordance with current practice.
- D. A teacher may refuse to accept placement of student teachers.

SECTION 2: School Facilities

- A. Adequate lunchroom, restroom, lavatory, and lounge facilities with refrigerator in the lounge for staff use shall be made available in all schools, if possible.

- B. Realizing the Board's recognition of the importance of hot lunch programs in our schools for our students, the Federation will continue to support such lunch programs. The Federation and the Board will work together developing and implementing a lunch program.
- C. Vending machines shall be installed in all lounges for teachers.
- D. Adequate supplies will be made available in teacher wash-rooms.
- E. Adequate workrooms for all teachers shall be provided.
- F. Every regular teacher shall have his own room, desk, locker, and an adequate filing cabinet. Teachers not assigned to a particular room shall have a desk, locker, and filing cabinet available for their use.
- G. Adequate assigned parking near the school of employment shall be provided for all teachers. Every reasonable effort shall be made to see that the snow and ice are removed from the parking lots, on a rotating basis by school, following inclement weather prior to the use of the parking lot.
- H. Every student shall have a working station in an assigned classroom.
- I. Office telephones shall be available to teachers for school business.
- J. Teachers shall not be required to work in unswept rooms.
- K. The Board agrees that all buildings shall meet city, county, and state requirements relative to temperature, lighting and health applicable to schools.

SECTION 3: Preparation Period Policies

- A. "Preparation periods" are those periods during which the teacher is not assigned to a scheduled classroom responsibility, and this period shall be self-directed by the teacher.
- B. All teachers shall be provided with five (5) forty-five (45) minute preparation periods per week. Any teacher who is not scheduled for (5) preparation periods per week shall be compensated at the hourly rates indicated in Article XVI —

Section 7. Thirty (30) minutes or less shall be considered one-half ($\frac{1}{2}$) hour; over thirty (30) minutes and up to forty-five (45) minutes shall be considered three-fourths ($\frac{3}{4}$) hour; over forty-five (45) minutes up to sixty (60) minutes shall be considered one (1) hour. Teaching during preparation periods shall be on a voluntary basis.

- C. No assignments, teaching or non-teaching, shall be given during the teacher's regularly scheduled preparation period, except in cases of extreme emergency. In the event a teacher is assigned during his preparation period, compensation shall be made as provided for in the contract.
- D. No teacher shall be required to take another teacher's students during the absence of the students' regular teacher. This shall mean not even a fractional portion of the students, except in cases of extreme emergency. In cases of extreme emergency, compensation shall be made as provided in Section 3-B.
- E. No administrator shall schedule any teacher for a substitute teaching assignment during his preparation period. No teacher's preparation period shall be used for substitute duty, except in cases of extreme emergency. Compensation for additional classes shall be \$11.00 per hour.
- F. Teachers shall not be required to be present when specialist teachers, such as teachers of art, music, physical education and librarian, are working with their pupils. This time is to be used for preparation by the teacher so relieved.
- G. Extreme emergency is understood to mean that a teacher is forced to leave school after beginning his normal teaching duties and, if after vigorous effort a sufficient supply of substitutes are available, then a classroom teacher can substitute during his preparation period. In the event a teacher substitutes, he can be compensated at the rate provided. Names of teachers will be obtained only from a roster taken in September and on a rotation basis.

SECTION 4: Teaching Periods

- A. "Teaching periods" are those periods in which the teacher is actively involved with the pupil in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.
- B. Junior high teachers shall have no more than 6 teaching periods. Senior high teachers not more than 5.
- C. All elementary school teachers shall be assigned not more than (5) hours of classroom teaching per day, or the equivalent.

SECTION 5: Lunch Period or Noon Period Policies

- A. The "lunch" or noon period is the period regularly designated during which the pupil and/or the teacher is served or consumes his mid-day meal.
- B. Every teacher shall have a duty-free lunch period coinciding with the pupil lunch period.

SECTION 6: Homeroom Periods

- A. "Homeroom periods" are those periods in which children assemble in the morning for administrative purposes.
- B. During the homeroom period all announcements will be made and attendance will be taken.
- C. The length of the homeroom period shall be of not more than fifteen (15) minutes duration.

ARTICLE IV

CLASS SIZE LIMITATION

SECTION 1

- A. Elementary, Middle and Senior High Schools
 - 1. In grades K-3, in all academic areas, not more than twenty-five (25) students per teaching period will be assigned per teacher, where workable. An acceptable reason for exceeding the maximum class size limitations as agreed to may be any of the following:

- a. There is not space available to permit scheduling of any additional classes in order to reduce class size.
 - b. Conformity to class size objective would result in placing additional classes on short time schedule.
 - c. Conformity to the class size objective would result in the organization of half classes.
 - d. Arrival of new students to the district and/or transfer of students within the system require individual classes to exceed maximum.
2. In grades 4-12, not more than thirty (30) students per teacher teaching period will be assigned, where workable, as described in Article IV, Section 1-A-1 above.
- B. Elementary Schools
1. Further class limitations shall include the following:
 - a. Special services: Speech correction and therapy visiting teacher, homebound pupils, physically handicapped, classes for exceptional children, Special A and Special C as regulated by State and Federal laws.
 - b. Music: The general classes will be class size for the elementary schools and will be left to the discretion of the teacher and principal.
 - c. Remedial Reading.
 - d. Split classes shall be no less than 3 students (preferably 5) below the contract maximum. If 2 limits apply, the smaller of the 2 shall prevail.
- C. Secondary Schools
1. Shop — The number of students shall be limited to the number of stations, when workable, as described in Article IV, Section 1-A-1 above.
 2. Music Special Classes (Chorus, Music Appreciation and Instrumental Music) will be left to the discretion of the instructor and the principal.

3. Homemaking — The number of students shall be limited to the facilities available, where workable as described in Article IV, Section 1-A-1 above.
 4. Special Services — Physically handicapped, classes for exceptional children, speech correction and therapy, school social worker, Special A and Special C, as regulated by State and Federal Laws.
 5. English — Not more than twenty-five (25) students per teaching period, where workable, as described in Article IV, Section 1-A-1 above.
 6. Specialized/Technical Courses — Any specialized subject area that requires specific designated work stations, the number of students assigned shall be limited to the number of stations, where workable, as described in Article IV, Section 1-A-1 above.
- D. The Federation and Board mutually recognize that the general subject of English should be accorded a teacher-student ratio lower than that of other academic subjects and the Board agrees to work toward that goal.
- E. Class size is to be determined by the number of students in a classroom per teacher hour, special provisions shall be made for experimental courses and special courses.

ARTICLE V

SCHOOL DAY DEFINED

- A. All staff shall remain fifteen (15) minutes after the Student day.

Grade Level	Teacher's Day A.M. - P.M.	Student's Day A.M. - P.M.
Elementary (1-5)	8:50-3:15	9:00-3:00
Fellrath (6-8)	8:20-3:15	8:30-3:00
Inkster High (9-12)	8:20-3:15	8:30-3:00

- B. The Administrator of a building may call a maximum of two (2) one (1) hour meetings a month. On these days, students shall be dismissed at 2:30 p.m. and the staff at 3:30 p.m. A notice shall be provided twenty-four (24) hours before the meeting, with an agenda prior to the meeting.
- C. In cases of emergency, the Superintendent shall announce the closing of school, when possible, one (1) hour before the earliest teacher reporting time. This should be made to the following stations: WCHB, WJR, WXYZ, CKLW, and WJBK.

ARTICLE VI

POLICIES RELATING TO TEACHER FILES

- A. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he read the material to be filed and does not necessarily indicate agreement with its content. In the event the teacher refuses to sign the material, the administrator involved will note the same and have the material placed in the personnel file anyway. An IFT officer shall witness the refusal and initial same.
- B. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.
- C. The teacher shall be permitted to reproduce any material in his/her file at the cost of \$.05 per page.
- D. The teacher shall be permitted to place in his/her file, any material which he feels is pertinent to his/her professional career, performance and qualifications.
- E. Communications of a non-professional nature (i.e., letters from parents) shall not be placed in a teacher's file.
- F. Upon request, the teacher shall have the right to see all material in his personnel file from the date of his appointment.

- G. A copy of the teacher's evaluation shall be given to the teacher.
- H. Any material, letters of reprimand or other information critical of the employee's work performance shall be removed from the file after three years, providing there is not a continuing issue.
- I. Any material filed improperly (without a signature) shall be surrendered to the teacher involved. No future material shall be filed regarding the same incident.

ARTICLE VII

GRIEVANCE POLICY AND PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

SECTION 1: Definition

- A. A "grievance" is a complaint by an employee in bargaining unit, or by the Federation in its own name, that a policy or practice as covered in the contract is considered improper or unfair; that there has been a deviation from, or the misinterpretation or misapplication of a practice or policy as covered in the contract; or that there has been a violation, misinterpretation or misapplication of any provision of any agreement existing between the parties hereto.
- B. Whenever the term "teacher" is used it is to include any member or members of the bargaining unit. Whenever the singular is used, it is to include the plural. Wherever "notice" is used, it is contemplated that such be written notice to all persons concerned.
- C. Wherever the term "school" is used, it is to include any other work location of functional division or group in which a grievance may arise.

**SECTION 2: Procedures for Adjustment of Complaints
or Grievances**

A. Informal Conference:

The teacher with a grievance, within five (5) school days, may first discuss the matter with the principal or his/her immediate supervisor, directly or accompanied by the Federation and/or other representative, as specified in Article I, Section 1, subparagraph B, with the objective of solving the matter informally (i.e., the discussion to be oral).

B. **Step 1:** In the event the matter is not resolved informally, or if the teacher desires, the grievance, stated in writing, may be submitted to the principal of the school in which the grievance arises within five days of the principal's verbal answer.

1. The grievance shall be lodged and thereafter discussed with the principal or supervisor:

- a. By a teacher accompanied by a Federation representative, if the Teacher so requests.
- b. Given all persons who participated in Step 1 and the representatives of the Federation an opportunity to meet and confer with all parties concerned, and render a written decision.
- c. By a Federation representative, in the name of the Federation.
- d. By a teacher in person, on his own behalf.

2. Within five (5) school days after receiving a grievance, the principal shall state his decision in writing, together with supporting reasons, and shall furnish one copy to the teacher, if any, who initiated the grievance, and two copies to the Federation representative.

C. **Step 2:** If the grievance is still not resolved after receiving the decision of the principal, the aggrieved party may, on his own or through the Federation, or the Federation in its own name, may appeal from the decision at Step 1 directly to the Superintendent of Schools, or his representative, within thirty (30) school days after receiving the written answer.

1. Within five (5) school days after delivery of the appeal, the Superintendent of Schools, or his representative, shall have:
 - a. Investigated the grievance.
 - b. Given all persons who participated at Step 1 and the representative of the Federation an opportunity to meet and confer with all parties concerned, and render a written decision.
 2. The Superintendent of Schools, or his representative, shall give to all parties concerned at least two (2) days prior notification of the conference.
- D. **Step 3:** Within twenty (20) school days after receiving the decision of the Superintendent, or his representative, the Federation may appeal the decision in writing to the Board of Education, which shall give the Federation opportunity to be heard within fifteen (15) school days after delivery of the appeal and shall communicate its decision in writing, together with supporting reasons, to the Federation within twenty (20) school days after delivery of the appeal.
- E. **Step 4:** If the Federation is dissatisfied with the decision of the Board of Education, the Federation, and only the Federation, may within twenty (20) school days:
- Submit any grievance under this agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association at the equal expense of both parties.
- The arbitrator's decision shall be binding upon both parties. The arbitrator shall confine his opinion and set forth his conclusions on the issues submitted to him on any matter within the definition of a grievance as defined in Section 1-A.

SECTION 3: Appearance and Representation

- A. In all steps of the grievance procedures, when it becomes necessary for individuals to be involved during the school

hours, they shall be excused with pay for that purpose.

- B. No teacher at any stage of this procedure will be required to meet with any administrator without Federation and/or legal representation.
- C. If a grievance arises outside the scope of a principal's authority, such as may occur in transfer cases, the person acting for the Federation may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Federation representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning at the appropriate step.
- D. If a grievance arises from the action of anyone other than the principal of a school, the Federation may present such grievance at the appropriate step of the grievance procedure.
- E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the lodging of an appeal at the next step of this procedure within the time allotted had the decision been given.
- F. No decision or adjustment of grievances shall be contrary to any provision of this agreement, except by mutual consent of the parties to this agreement.
- G. Upon request, principals shall make arrangements to allow reasonable time without loss of salary for Federation building representatives to investigate grievances.
- H. A grievance may be withdrawn at any time by the originating source.

ARTICLE VIII
ASSIGNMENTS, PROMOTIONAL AND
CHANGE OF STATUS POLICIES

SECTION 1: Definition, Assignments

A. The word "assignments" as used in this agreement shall mean "teaching assignments". Assignments shall be made in and consist of the following categories:

1. Date employment commences
2. Area of certification
3. School or schools
4. Grade level
5. Subject area
6. Department

Assignments shall be made by June 1st, and no reassignments shall thereafter be made without adequate written advance notice thereof to the parties affected thereby.

B. Secondary teachers shall be assigned not more than two (2) teaching preparations, except when extenuating circumstances exist and are made known to the teacher in writing as soon as possible.

C. The teacher may express in writing to the principal on or before April 1st his preference for a change of assignment in the following categories:

1. Grade Level
2. Subject area
3. School or schools
4. Department

D. Qualifications for an assignment shall be evaluated in each of the following areas:

1. Certification
2. Preparation

Preparation shall be considered to mean that the

applicant has a major and/or has demonstrated concentrated study in the subject area for which he is applying.

3. Experience
 4. Prior experience in the position within the system
 5. Seniority — See Article X
- E. In cases where equally qualified teachers express preference for an assignment which is vacant, seniority shall prevail.
 - F. The existing assignment policy based on (1) job criteria, (2) certification, (3) subject area, and (4) system seniority shall be the only determining factors in transferring teachers in any type of a school reorganization.
 - G. Any significant changes in job level, etc., shall allow the affected teacher to exercise bumping rights to a comparable position.
 - H. Any substitute teacher employed more than twenty-five (25) days, consecutively, in a regular vacant position for which he/she is qualified shall be given Probationary I Status upon completion of said days.

Any substitute teacher employed more than twenty-five (25) days, consecutively, in a position created by a regular teacher on leave, shall be compensated on Step 1 of the salary schedule.

SECTION 2: Compensated Extra-Curricular Duties

Compensated extra-curricular duties refer to activities which are scheduled outside of the defined teacher day as provided for in the salary schedule.

ARTICLE IX TRANSFERS

SECTION 1: Definition, Transfer

- A. The word "transfer" as used in this agreement is defined as the movement of a teacher from one teaching position in one school to a teaching position in a different school.

- B. Vacancies and qualifications for these vacant positions shall be posted for all employees within the system, in all buildings, for a period of five (5) school days before they are posted anywhere outside of the school system. See Article XI, Section 4-A.
- C. No teacher will be permitted to apply for a position before the official posting date of the vacancies.
- D. All transfers shall carry full rights of seniority.
- E. The teacher may indicate his interest in another position (transfer) in writing to the Superintendent's Office, so that he may be notified of vacancies which might occur or are occurring during school vacation periods.
- F. All teachers have the right to request a transfer. A teacher requesting transfer shall be placed on a list to be known as the transfer list, which should be established and maintained.
 - 1. Requests shall be kept on file for one (1) year.
 - 2. Requests which were not acted upon, if no vacancies occur, must be refiled each school year in order to remain active.
- G. A list of all vacancies for all available positions shall be posted and made available to all teachers in sufficient time to permit application. All teachers shall have a right to apply for available positions.
- H. There shall be a minimum notice of the vacancy of at least thirty (30) school days prior to the vacancy opening, where possible.
- I. New teachers will not be hired to fill specific vacancies until teachers already in the system have had an opportunity to apply. All applicants shall be evaluated according to the job criteria as stated in Article VIII, Section 1, subsection D and E above.
- J. System-wide Transfer
If a vacancy becomes available within the system, a transfer shall be made in accordance with Article VIII, Section 1,

sub-section D and E above, after which preference may be given to the teacher who first applies.

- K. Notice of vacancies occurring during the summer shall be sent to all teacher personnel.
- L. Whenever a new school building is opened, the number of vacancies in each classification shall be posted in all schools. Teachers desiring a transfer to the new building shall request a transfer in the same manner herein prescribed.
- M. Promotion
 1. The administration shall prepare an organizational chart and job description of all professional positions.
 2. A list of all vacancies and the qualifications for such positions must be made available in advance to the professional staff. There shall be a minimum notification of fifteen (15) school days prior to the filling of any vacancy.
 3. All eligible personnel applying for these vacancies must be notified and considered.
 4. If the academic or experiential requirements for an administrative position are changed, the Superintendent shall consult with the Federation prior to initiating said change.
 5. Outside applicants for any position can only be considered pursuant to the requirements set forth in Article VIII, Section 1, subsection D and E above.
 6. Notice of vacancies occurring during the summer shall be sent to all teaching personnel.
 7. Only the candidate who meets the job criteria as stated in the official announcement of the vacancy shall be appointed to the position in question.

ARTICLE X

SENIORITY

- A. Building seniority shall be the length of service in the school building.

- B. System seniority shall be the length of service in the system less any time on layoff or leave.
- C. Lists of system seniority shall be maintained and updated annually. Copies shall be posted in each building.
- D. A teacher who resigns shall forfeit all seniority.
- E. A teacher must resign his teaching position before accepting any non-teaching position in the Inkster Public Schools. Said teacher, however, may freeze all teaching seniority for a period not to exceed 5 years.

ARTICLE XI

STAFF REDUCTION AND RECALL PROCEDURE

- A. In the event a demonstrable need (declining enrollment, program changes, etc.) causes it to be necessary to reduce staff, the Superintendent shall meet with the IFT team to discuss the problem. If staff reduction is necessary, the following procedure shall be observed:
 - 1. Seniority in the district and certification issued by the State Board of Education shall be the prime factors in determining which employees shall be laid off.
 - 2. In the event of equal seniority, the decision shall be based on the following order of priority: who is currently holding the position, certification, prior experience, preparation.
 - 3. Staff members whose positions have been eliminated shall retain the right of transfer to a comparable position held by a lower seniority employee, for which they are certified.
 - 4. A teacher on leave shall be treated as if currently teaching. Seniority shall be counted up to the day of the beginning of the leave.
- B. Teachers shall be offered recall from lay-off according to system-wide seniority, providing they hold proper certification for the available positions. This shall be implemented by

simultaneously posting the position as per Article IX, Section 1-B and placing the laid-off teacher in the available slot. If a currently employed teacher wishes to transfer into the vacancy, the laid-off teacher shall move into the newly created slot while the posting process is repeated.

- C. Teachers on lay-off shall be given first priority on temporary positions utilizing the same criteria of seniority and certification as above. If no laid-off teacher has proper certification, the most appropriately certified, highest seniority employee shall be placed. These temporary positions shall be compensated at the teachers' appropriate step with full fringes if for a semester or greater, at contract salary (no fringes) if greater than 26 days, but less than a semester, and at the daily substitute rate if for less than 25 days.
- D. Teachers on lay-off shall be placed by seniority only, on the daily substitute list. No outside substitutes shall be called until an attempt has been made to call all laid-off teachers. No outside substitute shall work in a single spot for more than five (5) days without the spot being offered to a teacher on lay-off.
- E. Teachers on lay-off shall have their insurance (life and health) continued at Board's expense until the end of the 3rd month following the lay-off.

ARTICLE XII

LEAVE OF ABSENCE

SECTION 1: Granting and Areas of Leaves

- A. Leaves of absence, without pay, may be granted tenure employees for:
 - 1. Advanced professional or academic training.
 - 2. Travel in foreign countries.
 - 3. Maternity.
 - 4. Illness, recuperation and rest.
 - 5. Military leave.
 - 6. Peace Corps or any other government sponsored activity related to education.

7. Appointment to a position with American Federation of Teachers, Michigan Federation of Teachers, or Inkster Federation of Teachers.
 8. Other reasons which are deemed sufficient by the Board of Education.
- B. The Board of Education shall grant a leave of absence of one (1) year or one (1) semester, without pay but with increment, for completion of an advanced course of study in an educational institution of recognized rank upon request of the employee.
 - C. Leaves of absence shall be granted for periods of a full year, a full semester or for an unfinished portion thereof. An employee may request a leave for a maximum period of one (1) year. However, if extenuating circumstances arise, the Board may grant an additional leave of one (1) year upon written request of the employee.
 - D. Military leave of absence shall be granted for teachers involved in the Selective Service process, recalled pursuant to Public Law 56 or the 82nd Congress, in reference to reservists, or for voluntary enlistment. Every effort shall be made to place returning employees with physical handicaps.
 - E. Appointment to full-time positions:
 1. Teachers who are elected or appointed to full-time positions with the Inkster Federation of Teachers, The Michigan Federation of Teachers, or The American Federation of Teachers, will, upon proper application, be granted leaves of absence for the purpose of accepting those positions. Teachers granted such leaves of absence shall retain all insurance and other benefits except the premium payment thereof, and shall continue to accrue seniority for salary increments and other purposes as though they were in regular service. Upon return to service they shall be placed on the assignment which they left with all accrued benefits and increments that they would have earned had they been on regular service.

2. Teachers on such leaves of absence may be permitted to pay their regular contributions to all plans requiring such contribution. The Board agrees to recommend to the Public School Employees Retirement System that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes.
- F. Leave shall be granted to all teachers who adopt a child, if the request is initiated before the beginning of the school semester in question. The leave shall be without pay.
- G. Seniority shall continue while teacher personnel are on those leaves of absence defined in the contract.

SECTION 2: Sick Leave Pay

- A. A teacher shall receive 15 sick leave days annually. A teacher may accumulate unlimited sick leave days.
- B. All teachers will be paid one-fourth ($\frac{1}{4}$) of all unused accumulated sick leave days on retirement in good standing from the system after ten (10) years of service, and one-half ($\frac{1}{2}$) of all unused accumulated sick leave days after fifteen (15) or more years of service. All teachers using less than five (5) deductible leave days per year shall receive four (4) days sub pay as a bonus at the end of the school year. All benefits under the contract that expired August 31, 1980 shall be honored.
- C. Absences occasioned by an emergency illness in the immediate family shall be allowed full pay as in the case of personal illness. The immediate family includes: wife, husband, children, mother, father, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, or any relative or non-relative living or making his home in the household of the employee as a member of the family.
- D. Any illness absences of more than four (4) consecutive days must be verified by one's doctor.

SECTION 3: Funeral Leave, Non-Deductible

- A. Absence occasioned by attendance at a funeral of the immediate family shall not be construed as sick leave.

Funeral leave for the immediate family shall be five (5) school days. Any extension beyond five (5) school days will be deducted from Personal Business Leave Days. The immediate family shall be defined as under Section 2-C above.

- B. In the event the funeral of a staff member occurs on a school day, that school shall be dismissed for attendance at the funeral. One employee from each of the remaining buildings, and more where possible, shall be permitted to attend the funeral of a co-worker upon request.
- C. For the death of a relative not mentioned, and/or other member of the household, two (2) days will be granted for the funeral.
- D. For the death of a personal friend, one (1) day will be granted for the funeral.

SECTION 4: Sabbatical Leave

- A. The following shall constitute the qualifications and conditions of sabbatical leaves of absence.
 - 1. The teacher shall be eligible for sabbatical leave after seven (7) years of employment.
 - 2. The leave may not exceed two (2) semesters.
 - 3. The leave must be requested as early as possible before the beginning of the semester in which the leave will begin, and commence at the beginning of the school term.
 - 4. Temporary teachers will hold the positions of and for teachers on leave.
 - 5. The Board shall compensate one-half (½) of the salary that would normally be paid to the employee, as defined in the salary schedule.
 - 6. Upon completion of a sabbatical leave, the teacher is obligated to return to the District for assignment for a period of one (1) year, except for good cause.
 - 7. On the employee's return, he shall be placed in his former position with full seniority status and pay. Contracts, increments, and other benefits shall continue.

8. While on leave, retirement and federal income tax deductions, will be made and disbursed by the Central Office.
9. Applications will be considered by the Superintendent's Office on the basis of seniority.
10. The Board of Education has the right to limit the number of persons going on leave at one time.

SECTION 5: Personal Business Leave

- A. For the transaction of personal business, there shall be an annual allotment of two (2) days. Request for personal business days shall not require detailed explanation of reasons. Unused Business Leave shall revert to sick days for accumulation.

SECTION 6: Professional Business Leave

- A. Any day an employee is engaged in activity or business under the direction of the Board of Education, he shall not be regarded as absent, even though such activity may require the person's presence in a place other than that of his regular assignment. The following items might be considered examples:
 1. Attendance at institutes.
 2. Serving on educational committees or commissions, such as those established by Legislature or State Department of Public Instruction.
 3. Visiting days to other schools or school-sponsored trips.
 4. A teacher selected to attend AFT or MFT-sponsored conferences will be reimbursed whenever funds are granted by the Board for such attendance. Granting of funds will be determined as based upon conferences between the Federation representative and the Superintendent of schools.

SECTION 7: Holiday Provisions

- A. Holiday provisions will be negotiated when the school calendar is negotiated each year.

SECTION 8: Termination

A written notice of resignation shall be filed with the Superintendent at least twenty (20) school days in advance of its execution, except in cases of extenuating circumstances.

SECTION 9: Vacancy

The Superintendent can only declare a position of any teacher vacant, if that teacher has been absent from his/her position in the district without notification for a period in excess of five (5) working days except in the cases where the teacher is unable to communicate and no one else is available to do so.

A. Definitions:

Vacancy — A vacancy occurs when a teacher resigns or permanently leaves a position.

Temporary Position — A temporary position occurs when a teacher is on leave or out for a determined period of time.

ARTICLE XIII

SALARIES AND FRINGE BENEFITS

SECTION 1: Salaries

A. (Effective August 25, 1986)

Increment Payments

Full increments are granted to all teachers who have worked seventy-five (75%) or more of the school year.

Steps	Voc./Tech. Certified	Bachelor's Degree	Master's Degree
1	\$15,415	\$16,069	\$17,617
2	16,248	16,902	18,568
3	17,081	17,735	19,521
4	17,914	18,568	20,472
5	18,748	19,402	21,425
6	19,581	20,235	22,378
7	20,414	21,068	23,329
8	21,306	21,901	24,401
9	23,587	23,588	25,472
10		24,826	26,889
11		26,492	29,367
12		29,041	33,845

Additional Credit

A. Outside Experience	\$118
B. Military Service	\$237
C. Thirty Hours Beyond MA/MS	\$771
D. Second Masters	\$830
E. Specialist Degree	\$888
F. Doctorate	\$1,481

Advanced Degrees shall be determined by the number of hours/or its equivalent after each degree cited when the titles are not as listed.

Outside experience shall be credited for up to five (5) years. This shall apply to new hires only, beginning August, 1986. The current policy shall remain in effect for the present employees.

Longevity

A. 15 Years	\$178
B. 20 Years	\$414
C. 25 Years	\$652
D. 30 Years	\$888
E. 35 Years	\$1,125
F. 40 Years	\$1,363

Longevity will be paid in a separate check on the first pay day in December. Taxes and Social Security will be deducted.

B. (Effective August, 1987)

Steps	Voc./Tech. Certified	Bachelor's Degree	Master's Degree
1	\$16,802	\$17,515	\$19,202
2	17,710	18,423	20,239
3	18,619	19,332	21,278
4	19,526	20,239	22,315
5	20,435	21,148	23,353
6	21,343	22,056	24,392
7	22,251	22,964	25,429
8	23,224	23,872	26,597
9	25,709	25,710	27,765
10	—	27,060	29,309
11	—	28,877	32,010
12	—	31,655	36,891

Additional Credit

A. Outside Teaching Experience (Maximum 5 years)	\$ 128
B. Military Service	258
C. Thirty Hours Beyond MA	840
D. Second Masters	905
E. Specialist Degree	968
E. Doctorate	1,614

Longevity

A. 15 Years	\$ 194
B. 20 Years	451
C. 25 Years	710
D. 30 Years	968
E. 35 Years	1,226
F. 40 Years	1,486

C. (Effective August, 1988)

Steps	Voc./Tech. Certified	Bachelor's Degree	Master's Degree
1	\$18,313	\$19,091	\$20,930
2	19,303	20,081	22,061
3	20,294	21,071	23,193
4	21,284	22,061	24,323
5	22,274	23,052	25,455
6	23,264	24,041	26,587
7	24,253	25,030	27,718
8	25,314	26,021	28,991
9	28,023	28,024	30,264
10	—	29,496	31,947
11	—	31,476	34,891
12	—	34,503	40,211

Additional Credit

A. Outside Teaching Experience (Maximum 5 years)	\$ 140
B. Military Service	281
C. Thirty Hours Beyond MA	916
D. Second Masters	986
E. Specialist Degree	1,055
E. Doctorate	1,759

Longevity

A. 15 Years	\$ 211
B. 20 Years	492
C. 25 Years	774
D. 30 Years	1,055
E. 35 Years	1,336
F. 40 Years	1,620

D. Pay Advance

If a vacation begins prior to, but during the same week of a scheduled pay, the Board will distribute paychecks by the close of the last working day of that week for teachers.

E. Additional hours and/or degree programs must be earned at Institutions that are officially recognized and accredited by the Official State Educational Agency in which they are located, also by the Commission on Post-Secondary Institutions and the North Central Association of Colleges and Schools or its geographic counterpart. A teacher can qualify for additional credit if the University or college meets any of the above requirements.**F. Inkster High School Counselors shall work an additional week before and two (2) weeks after the opening and closing dates on the school calendar. They shall be compensated (in addition to their contract salary) at their normal rate.****SECTION 2: Fringe Benefits****A. Health Insurance — The Board shall provide fully paid Health Insurance with a selection of: HAP, HCN, Traditional Blue Cross with Master Medical Option 1 or another carrier with coverage equal or better than our current Blue Cross Program.**

- B. The Board shall provide a group life insurance policy in the sum of \$20,000 for each member of the bargaining unit for the school year '86-'87 and a group life insurance policy in the sum of \$25,000 for the school years '87-'89.
- C. The Board shall provide disability insurance for teachers.
- D. The Board shall provide \$2.00 Co-Pay Prescription for the employee and his family, beginning 1980-81. The Board will also provide (1981-82) Blue Cross Dental — CR-25-25-50, MB.600.
- E. The Board shall provide Optical for the employee and his family, beginning 1980-81.
- F. Extra Pay Schedule — The Board shall pay the extra pay schedule as it appears in the Appendix.
- G. Substitute Teachers — Substitute teachers shall be compensated at the rate of Forty-Five and 00/100 dollars (\$45.00) per day.
- H. Paraprofessionals — The Board shall provide a limited number of paraprofessionals. It shall be understood that the primary purpose of the paraprofessionals shall be to perform duties specifically geared to facilitating the work of the classroom teacher.
- I. **Early Retirement**
A teacher who has satisfied all of the requirements, as prescribed by the State of Michigan, for retirement will also qualify for the early retirement benefits as indicated below if he/she has been employed by the Inkster Public Schools for no less than the last ten (10) years preceding retirement. This provision applies only to teachers who actually retire under the "State of Michigan Educational (Public School) Retirement System," and who do not seek and acquire full-time employment in any public school system.

Age	Pay Per Year
55	\$3,000
56	\$3,000
57	\$3,000
58	\$2,000
59	\$2,000
60	\$1,000
61	\$1,000

- J. Payroll deductions are for the following purposes upon written authorization of the teacher:
1. U.S. Saving Bonds
 2. United Fund Contribution
 3. Teachers' Credit Union
 4. IFT Union Dues
 5. Tax Sheltered Annuities
 6. Detroit City Income Tax
 7. Other purposes approved by the Union and the Board
- K. Teachers shall have the option to have their salaries prorated for 20.5 or 26 pay periods by written authorization to the Board. The authorization must be presented to the Superintendent/Business Office no less than three (3) days after receipt of the salary statement and can only be altered in cases of termination, retirement or death.

SECTION 3: Information

- A. The Federation shall be provided salary statements for all employees of the District and complete financial data of the District.
- B. **Professional Dues**
Any teacher who is a member of the Inkster Federation of Teachers, or who has applied for membership may sign and deliver to the Union an authorization form to be processed by the Board.

Deductions for professional dues shall begin on a specific date mutually agreed upon by the Board and Union and will continue for ten (10) consecutive pay periods with equally distributed amount of payments deducted, unless otherwise changed by mutual agreement.

ARTICLE XIV

LIBRARIANS

- A. The school library shall be available to the pupils for library purposes to the maximum extent possible. A certified librarian shall staff the library, if available.
- B. Teachers of library shall not be given administrative assignments.
- C. Non-teaching aides shall be assigned to assist all librarians, if found necessary.
- D. The school Day of the librarian shall be equalized with that of other teachers in the school.
- E. The number of pupils in the library at any one time should be as regulated by the State. The number of students in any school library shall not exceed its capacity.

ARTICLE XV

DISCIPLINE

- A. Within the framework of the discipline and corporal punishment policy of the Board of Education, a consistent and reasonable discipline procedure shall be worked out within each unit by the school, principal department heads, counselors and classroom teachers.
- B. A teacher may exclude from his class any child who, in the teacher's opinion, is causing serious disruption. The teacher should confer with the principal or assistant principal or counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing at the time or within twenty-four (24) hours. The

teacher will re-admit the child after some adjustment has been made as per Student Code of Conduct, or following a conference with the principal or teacher and including at least two of the parties below:

1. Assistant Principal
2. A Counselor
3. School Social Worker, School Psychologist, Attendance Officer
4. The Child
5. A Parent of the child

The teacher shall be present unless he feels that his presence is not necessary. The teacher shall be informed as to the results of the conference and/or adjustments.

- C. Following such a conference one of several courses of action will be taken:
1. The child will be returned to the class with the understanding that he will correct his behavior.
 2. Depending on the seriousness of the infraction, the child may be returned to class while his case is being referred to one of the Special Services (School Social Worker, Psychological Clinic, Attendance Department).
 3. The child will be suspended by the principal.
- D. Examples of offenses for which teachers may exclude students from class:
1. Profanity or obscenity
 2. Fighting
 3. Gambling
 4. Smoking
 5. Class Skips
 6. Deliberate and open defiance of authority
 7. Inciting others to violence or disobedience
 8. Petty theft
 9. Petty vandalism

- E. Examples of offenses which require principals to notify police:
 - 1. Extortion of money or articles
 - 2. Possession of narcotics
 - 3. Arson or attempted arson (notify Fire Department)
 - 4. Use or possession of alcoholic beverage
 - 5. Serious theft
 - 6. Serious vandalism
 - 7. False reports of fire and bombs
 - 8. Possession of knife or other weapon
 - 9. Possession and/or sale of fireworks
- F. Suspension may result from any persistent disobedience that interferes with the well-being of other students or that prevents the teacher from carrying on normal class activities.
- G. Where a principal is unwilling or unable to support teachers in maintaining proper school discipline, the matter may be referred to Step 2 of the Grievance Procedure.
- H. Principal shall report to the Superintendent all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or appear to have been suffered or in which there appears to have been malicious intent. The report shall be in writing and shall be submitted within twenty-four hours of the commission of the assault.
- I. A child who assaults a teacher in any manner will be suspended (age and size of the offender will be taken into consideration).
- J. Teacher absence resulting from being assaulted while in the course of his employment is not to be charged against the teacher, and the teacher's regular gross earnings will be maintained. In addition, any non-reimbursed medical, optical, or dental bills shall be paid by the Board, providing Board policy and State Codes have been adhered to relative to discipline problems, less what the employee may draw from Workmen's Compensation and/or any other benefit provided by the Board.

- K. Whenever a Federation member is subjected to physical abuse by a student(s) the Board and administration shall assist said member in securing due process.

**ARTICLE XVI
OTHER WORKING CONDITIONS**

SECTION 1: Jury Duty Payment

- A. Teachers who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.
- B. A teacher who is required to appear in a court of record as a plaintiff, defendant, or witness under subpoena in a case connected with the teacher's employment, shall not suffer any loss of pay and no deduction from the teacher's accumulative leave days. The exception would be if the teacher is found guilty of a felony or abuse of a student in a court of law.

SECTION 2: Democratization Policies

- A. The teacher shall have complete academic freedom from interference in the conduct of class, including the grading of students, in his area of instruction.
- B. **Department Heads**
Duties and Responsibilities:
1. To help coordinate the work of the teachers within the department, with the aid of the principal.
 2. To assume responsibility for the preparation of curriculum guides for the department.
 3. To prepare and keep inventories of equipment and supplies within the department.
 4. To aid in the interviewing and orientation of new teachers for the department.
 5. To aid in the evaluation of the department.
 6. To serve as liaison person between the department and other instructional departments and divisions of the school system.

7. To assist in scheduling of classes.
8. Department heads shall be elected by the teachers within the department and the principal every three (3) years commencing with the ratification of this contract. A department head shall receive a fixed, annual salary differential as stipulated in Appendix A.

SECTION 3: Involvement in Federal and State Programs

- A. The bargaining unit shall have representation on all committees involving Federal programs and shall participate in how, where, and when all Federal monies are spent in the school district.
- B. Committees that plan new programs shall include department heads and teachers who have specialized in the subject area under consideration.

SECTION 4: Conferences

- A. School in-service conferences held during the school year shall be held on school time.
- B. If a parent desires a conference with a teacher, a request for same shall be made in advance by written or telephone communication. Private conference space shall be provided.

SECTION 5: Summer School and/or Programs

- A. Anticipated positions will be listed and described by the Superintendent. Such lists will be posted in all schools before the end of the day on which summer school is established.
- B. Whenever possible the teacher shall receive his choice of schools and/or subjects.
- C. Summer school personnel shall receive a statement describing classes to be taught and rate of compensation.
- D. Preference will be given classroom teachers who have taught in the system for two years or more and who are currently teaching the subject or grade-level.
- E. A teacher shall not serve more than four summers in any six years, unless no other qualified applicants are available.

- F. Teachers shall be notified within one week prior to start of summer classes and/or the establishment of additional new classes. In the event a class or classes are opened, preventing the one week's notice, the required one week's notice shall be waived.
- G. Seniority in summer school shall operate when it is necessary to reduce or obtain positions.

SECTION 6: Teacher-in-Charge

- A. The title of "Teacher-in-Charge" for a full time position is hereby eliminated.
- B. In case of vacancy of a principalship, an acting principal shall be appointed according to the Promotion Policy in the agreement, at the earliest possible date.
- C. If a principal cannot function in his usual capacity in the building for any day, a teacher in the building should be appointed to be the assistant in charge. Such teacher shall then be furnished a substitute teacher for his regular teaching duties so that he may devote his full time to the supervision of the building. This procedure shall be used only in those buildings where one administrator is normally present. Such appointment is subject to the following:
 - 1. The principal must appoint a tenure teacher.
 - 2. If no tenure teacher is in the building, non-tenure teachers may serve.
 - 3. The teachers may appoint a non-tenure teacher by vote of a simple majority.
 - 4. If rotation system applies, then the teachers may appoint by simple majority.
- D. In case of a vacancy of a principal for a full semester or a full year, because of illness, leave of absence or sabbatical, the position will be considered vacant for that period of time and will therefore be considered open to any applicants from within the system. The person selected to fill this vacancy will be compensated at the regular principal salary schedule.

SECTION 7: Summer Driver Education, Community Education and Summer School Salary Schedule

The Summer Driver Education, Community Education and Summer School Salary Schedule shall be:

	Non-Degree or Non-Certified	Degreed and Certified
'86-'87	\$11.00	\$12.00
'87-'88	11.50	12.50
'88-'89	12.00	13.00

Hourly Substituting will be at \$11.00 for all three years.

SECTION 8: Health, Safety and Welfare

- A. In the event the Superintendent authorized the dismissal of school because of conditions which threaten the health and safety of pupils such as tornadoes, boiler breakdown, water shortage, etc., both students and teachers shall be dismissed.
- B. For those cases where it is impossible for all students to leave the school, the principal in consultation with individual teaching staff members, shall work out the necessary and appropriate arrangements needed to secure the safety of the remaining students.

SECTION 9: Teacher Evaluations

A. Probationary Teachers

The Board reserves the right to evaluate probationary teachers, in accordance with the following conditions:

- 1. All monitoring or observations of the work of a probationary teacher shall be conducted openly and with knowledge of the probationary teacher. The use of eavesdropping, closed circuit television, public address, or audio systems and similar surveillance devices is strictly prohibited.
- 2. A probationary teacher will have an evaluation conference

- with the administrator of his or her school building prior to December 1st and March 1st of each probationary year.
3. Classroom visitations by the administrator will take place prior to any evaluation conference. Formal observations of the probationary teacher shall be for no less than a total of sixty minutes.
 4. By December 1st of each probationary year, the administrator will write a report on the probationary teacher's performance in the areas mutually agreed upon by the Board and Union. Copies of this report will be given to the probationary teacher and the Superintendent. This report is merely an information report and will not be filed in the probationary teacher's permanent records in the Administration Building.
 5. Prior to March 1st of each probationary year, if the administrator feels improvement is needed, the reasons therefore shall be set forth in specific terms as shall an identification of specific ways in which the probationary teacher is to improve, and of the assistance to be given by the administrator and/or other staff members.
 6. No evaluation shall interfere with the normal teaching and learning process.
 7. A probationary teacher may disagree with the evaluation of his/her performance as evaluated by the administrator, and may then submit a written response which will be attached to the file copy of the evaluation. If the administrator fails to file the teacher's written response, then the administrator's report becomes automatically null and void and the probationary teacher's performance is considered satisfactory. If the teacher disagrees with the evaluation and submits a written response the same must be signed by the administrator acknowledging receipt.
 8. If an improvement plan is required, the probationary teacher may request a re-evaluation by the administrator prior to implementation of the plan. The probationary teacher may request that the administrator remain involved to verify the completion of the plan.

9. A probationary teacher shall receive a copy of the final recommendation by the administrator regarding the tenure status two weeks before it is placed on the Board's agenda for action.
10. No probationary teacher shall be required to serve more than one probationary period of two years; however, a third year of probation may be granted by the Board of Education upon notice to the State Tenure Commission and the Union.
11. A joint committee of the Union and Administration shall develop an appropriate evaluation form for the area(s) to be evaluated.
12. The above-mentioned dates will be adjusted accordingly if a teacher is employed after the beginning of the school year.

B. Non-Probationary Teachers (Teacher Evaluations)

The Board reserves the right to evaluate non-probationary teachers in accordance with the following conditions:

1. All monitoring or observation of the work of a teacher shall be conducted openly and with knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, or audio systems and similar surveillance devices is strictly prohibited.
2. Formal observations shall be preceded by no less than a twenty-four (24) hour notice to the teacher.
3. Formal observations of the teacher shall be for not less than a total of thirty minutes.
4. The administrator shall prepare and submit a written report and recommendations to the teacher within five (5) working days of the final observation. The evaluation process may include more than one observation.
5. The administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendations.

6. In any area in which the administrator feels improvement is needed, the reasons therefore shall be set forth in specific terms as shall an identification of specific ways in which the teacher is to improve, and of assistance to be given by the administrator.
7. No evaluation shall interfere with the normal teaching and learning process.
8. A teacher may disagree with the evaluation on his/her performance as evaluated by the administrator, and may then submit a written response which will be attached to the file copy of the evaluation. If the administrator fails to file the teacher's written response, then the administrator's report becomes automatically null and void and the teacher's performance is considered satisfactory. If the teacher disagrees with the evaluation and submits a written response, the same must be signed by the administrator acknowledging receipt.
9. If an improvement plan is required, the teacher may request a re-evaluation by the administrator prior to implementation of the plan. The teacher may request that the administrator remain involved to verify the completion of the plan.
10. A teacher must be first formally evaluated by his/her immediate supervisor.
11. A teacher may be evaluated no more than once per year, unless the teacher requests otherwise. For any further evaluations, the teacher may request evaluation by others with a union observer present during observations.
12. A joint committee of the Union and Administration shall develop an appropriate evaluation form for the area(s) to be evaluated.

ARTICLE XVII
PROMOTION OF HUMAN RIGHTS AND
EFFECTIVE INTEGRATION

SECTION 1:

The Federation and the Board mutually recognize that the most significant social movement occurring in America today is the civil rights revolution. Furthermore, the Federation and the Board firmly believe that the educational leadership in this nation must become actively involved in eliminating all vestiges of racial segregation in the schools and the community. The parties to this agreement are in accord that in our interracial world affecting education must be integrated education. Recognizing that racial integration and desegregation are vitally necessary in producing good education, the Federation and the Board shall cooperate in implementing the following civil rights program.

SECTION 2: Textbook and Course Study Reform

- A. The Board shall purchase integrated elementary textbooks to be used as the basic reading text, at the earliest possible time.
- B. The Board shall provide textbooks and other curriculum material to each student in all American History classes which cover in depth the contribution of Blacks and other minority groups in each unit taught in such classes, at the earliest possible time.
- C. The Board shall provide supplemental reading materials dealing with Black and other minority group contributions, i.e., Jewish, Chinese, Indian, American, at the earliest possible time.
- D. Units shall be offered at all grade levels, in Black, Latin American, African and Asian History. These units shall be incorporated into the curriculum at the earliest possible time.

SECTION 3: Staff Integration

The Federation will continue to support the Board's action to meaningfully promote further staff integration. With vigorous efforts pursued by both the Federation and the Board, all staffs shall be integrated at the earliest possible time.

SECTION 4: DeFacto School Segregation

In order to eliminate student segregation the Federation will work together with the Board to implement programs which will racially balance the schools. To achieve this, a community action committee created by the Federation and the Board was to be established in September, 1967. This community action committee will consist of representatives from the Federation, the Board, Civil Rights groups, church leaders, and other community groups that are willing to participate.

SECTION 5: Achievement and Intelligence Test Revision

Currently our students are subjected to class-oriented achievement and intelligence-test programs. The Federation calls for a complete revision of the existing testing program which will take into account culturally DIFFERENT students.

SECTION 6: Social Reform

Recognizing that housing is one answer to eradication of racially segregated neighborhoods and schools, the Federation will, together with the Board, actively promote an open occupancy law for the City of Inkster.

SECTION 7: Federal Programs to Implement Integration and Desegregation

- A. Federal funds shall be utilized to implement all provisions of this agreement dealing with integration and desegregation.
- B. A joint committee consisting of representatives of the bargaining unit selected by the Federation and the Board and available community representation shall be established to plan the implementation of the Federal programs.
- C. Existing Federal funds available for integration and desegregation projects shall be applied for in order to implement and expedite fulfillment of all provisions of this agreement dealing with desegregation and integration.

SECTION 8: A Joint Civil Rights School Committee

A joint civil rights committee consisting of representatives of the

bargaining unit selected by the Federation and the Administration shall be established to implement the civil rights provisions of this agreement and to develop new programs dealing with civil rights issues in education.

ARTICLE XVIII
AGENCY SHOP

The Board and the Union, recognizing that the benefits of the collective bargaining contract accrue to all members of the bargaining unit regardless of whether such member belongs to the Union, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent.

All classroom teachers within the bargaining unit, as defined in Article II hereof, shall be free to join or not to join the Union, and there shall be no penalty or other disability for the failure of any member of the bargaining unit to join the Union.

Within thirty (30) days after employment, or of the execution of this agreement, whichever is later, all members of the bargaining unit who are not members of the Union shall have the opportunity to join the Union and execute an authorization permitting the deduction of dues and assessments of the Union. Thereafter, any member of the bargaining unit who has not joined the Union during this such period, or having joined, has not remained a member thereafter, shall pay to the Union a sum equal to the Union dues and assessments established by the Union for each school year and shall execute an authorization permitting the deduction of such sums. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

It is further understood that the employer shall require all persons not presently employed by it, but to be employed by it beginning on or after the effective date of this agreement, to execute an authorization permitting the deduction of the sums described in the next preceding paragraph by the employer from the first paycheck for each month.

The employer agrees to notify the Union of new employees hired, and of employees leaving the employment of the employer within this special unit. The employer agrees to transmit each month the sums deducted from the paycheck of the members of the bargaining unit for which it has received an authorization.

APPENDIX A

Sessions as defined as practice time held outside of school hours equal to one hour. These are spent in preparation for match, performance, game, concert or meet, used in the presentation of the school or school system in extra-curricula activities. All extra assignments, except those assignments covered by the State Tenure Act will be awarded on an annual basis with the following provisions: 1. The qualifications for the positions will be as stipulated in the posting. 2. An evaluation will be made by the building Principal and Superintendent, with input from the Athletic Director, if appropriate. 3. The evaluation instrument will be as it exists in the contract for Probationary Teachers with modifications to fit the respective position.

ACTIVITY	1986-87	1987-88	1988-89
A. HIGH SCHOOL			
1. Athletic Director	\$2,286	\$2,491	\$2,716
2. Head Coach	1,903	2,074	2,261
(Football, Basketball)			
3. Head Coach	1,143	1,245	1,358
(Baseball, Tennis, Wrestling, Swimming, Cross-Country)			
4. Assistant Coaches	1,143	1,245	1,358
(Football & Basketball)			
5. Marching Band	1,333	1,453	1,584
6. Play Director	732	798	870
7. Yearbook Advisor	380	415	452
8. Cheerleader Sponsor	571	623	679
9. Debate	380	415	452
10. Assistant Band	571	623	679

B. MIDDLE SCHOOL

1. Coordinator of Athletics	\$ 571	\$ 623	\$ 679
2. Coaches	953	1,039	1,133
3. (Football, Basketball)			
4. Coaches	571	623	679
5. (Baseball, Track)			
6. Marching Band Director	571	623	679
Cheerleader Sponsor	380	415	452
Play Director	291	317	346

C. OTHER ASSIGNMENTS

1. Assistant Coaches for Sports ... not mentioned above	\$ 762	\$ 831	\$ 906
2. Safety Patrol and	183	200	218
Service Squad			
3. Department Head	293	320	348
4. Inst. Music	293	320	348
(Elem. & Blanc: Vocal)			
5. Counselor	439	479	522
6. H.S. Instrumental Music	439	479	522
7. Special Education	439	479	522
8. Speech Therapy	439	479	522
9. School Social Worker	439	479	522
10. Vocational Education	439	479	522
11. Remedial Reading	439	479	522

Approved Mileage at twenty-two cents (.22) per mile; three (3) mile minimum credited.

APPENDIX B

1. The Board of Education, the Administration and the Federation shall work together toward general curriculum improvement throughout the system in the interest of providing a quality education to all students without regard to race, creed, color or social economic background.
2. Supplies
 - a. There should be an allotment for all teachers in the Fall for the purpose of purchasing supplies.
 - b. A current inventory of teaching supplies shall be maintained and made available to all teachers within the building.

APPENDIX C

1. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States except as limited by this agreement.
2. The direction of employees, including the right to plan, direct and control school district operations, hire, suspend or discharge for proper cause, or transfer, to make reasonable rules in the school district, to relieve employees from duty because of lack of work or other reasons, and the right to introduce new and improved methods or facilities, is vested exclusively in the Board of Education, as well as other traditional prerogatives of management not hereby or herein expressly made a subject of negotiation, provided that there should be no conflict with any provision of this agreement.
3. Under no circumstances will the Federation cause or authorize its members to cause nor will any member of the bargaining unit take part in any strike or slowdown in any school buildings or property of the Board or any curtailment of duties or restrictions or interference with the operations of the school district.
4. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Federation and the employees in the bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to laws by a 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 other provisions of the agreement shall continue in effect.
5. The Personnel Policy Manual of the school district will continue in effect and is part of this agreement, except as limited, altered or supplemented by this agreement, provided further that any provision in the policy manual that is inconsistent with the terms of this agreement are null and void. This manual shall be revised jointly every 3 years.

This agreement shall be in effect from August 19, 1986, to August 30, 1989, inclusive. At any time subsequent to April 1, 1989, either party to this agreement may give written notice of intent to open negotiations for a new contract. In the event such notification is given, bargaining between the parties hereto shall begin not later than twenty (20) days following such notification.

APPENDIX D

"In the event the Teacher Tenure Act is repealed, the Board agrees that it shall not dismiss employees without just cause and due process. Should the act be repealed, Section 38.101 through 38.105 of the Compiled Laws of Michigan, 1970, will become a part of this agreement. This process shall in no way limit a dismissed teacher from seeking redress through arbitration or the courts."

IN WITNESS WHEREOF, the parties hereto execute this agreement by and through their duly authorized representatives.

By _____ Charles Johnson, *Board President*

John Rucker, *Treasurer*

G. L. Hegeman, Jr., *Superintendent*

Edmond Beverly, *Assistant Superintendent*

Myron Thomas, *Board President*

THE INKSTER FEDERATION OF TEACHERS
LOCAL 1068, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

NORMAN D. ALRED, *President*
DELORES JAMES, *Vice-President*
ANITA COBB, *Treasurer*
PEARL MITCHELL
SHARON TAITE
ALONZO GLAZE
EVELYN THOMAS
THOMASENA HYMES

By _____

NOTES

