

Collective  
Bargaining  
Contract  
2006-07

East Detroit Federation  
of Teachers

and

East Detroit Board  
of Education

50020

08/31/2007

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ARTICLE I

**PURPOSE & SCOPE**

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1.1 This agreement entered into this December 21, 2006 by and between the Board of Education and the East Detroit Public Schools, Macomb County, MI, hereinafter called "the Board" and the East Detroit Federation of Teachers, hereinafter called "the Union" shall continue in force and effect until 11:59 p.m., August 31, 2007.

1.2 Negotiations shall be commenced with regard to a new contract not later than sixty (60) days prior to the expiration of the Agreement. No provisions of this contract shall be retroactive prior to the date of this contract unless otherwise specifically stated herein.

1.3 While this contract is in effect, the Board shall not be obligated to negotiate subjects waived by the Contract, claims based on oral agreements and matters not in the Contract that were covered by negotiations or within the contemplation of the parties.

1.4 This agreement shall supersede any rules, regulations, practices or policies of the Board which shall be contrary or inconsistent with its terms.

1.5 This agreement supersedes any Letter of Understanding or agreements entered into between the parties unless otherwise incorporated into this contract.

1.6 This agreement is not intended to abrogate the statutory power of the Board of the School District to make reasonable rules and regulations, to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, and to seek injunctive relief for violations of the provisions of this Collective Bargaining Agreement.

1.7 The board shall not interfere with the private lives, personal beliefs, academic and

professional freedom of teachers, providing the teachers' private lives, beliefs and exercise of academic and professional 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.

1.8 This agreement is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union, and the teachers in the Bargaining Unit, including any amendments that may hereafter be made during the life of the contract, and whenever the terms of this agreement shall at any time be held to be contrary to the law by a competent court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all provisions of this agreement shall continue in effect.

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

1.9 During the term of this contract, there shall be no strikes or picketing. Neither the Union nor its members shall sponsor picketing. Nothing contained herein shall be construed to limit, impair or affect the right of any public 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.

1.10 Neither the Board nor its agents shall discriminate against any teacher on the basis of religion, race, color, national origin, sex, height, weight, handicap, marital status, political activities or membership or participation in the activities of any employee organization.

1.10.1 The Union agrees to admit all teachers to its membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or prior



membership or past participation in the activities of any employee organization.

~~1.10.2 Membership in the Bargaining Unit 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 Unit except as required by the provisions of this Contract.

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

## ARTICLE II

### ~~RECOGNITION AND UNION RIGHTS~~

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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 alternative education, school nurses, the vocationally certified nurse, vocationally certified instructors, 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 Bylaws 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, checkoff 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 MFT- and/or EDFT/PAC from teachers' salaries upon written authorization of the teacher.~~

The authorization list shall be filed by the Union at the Administrative 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 thirty days prior to the beginning of each school year, the Union shall give written notification to the Administrative Office of the Board of the amount of its dues which are to be deducted in that school year under such authorization. The amount of deductions for such dues shall not be subject to change during that school year.

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

2.8 In the event a teacher receives a back pay settlement, or award for any calendar month for which there has not been a dues or agency fee deduction, 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

person shall be penalized for not becoming a member of the Union. Upon employment, each eligible candidate shall either:

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2.9.1 Be a member of the Union and execute an authorization for payment of Union dues, or execute an authorization for payment of an agency fee in accordance with prevailing law. These dues/fees shall be paid to the Union for benefits received by the member as a result of collective bargaining and other services on his/her behalf by the Union. Such authorization shall be executed within twenty-one (21) calendar days following the presentation of The Application for Continuous Membership. The employee may opt to make an advance direct payment to the Union in lieu of payroll deduction.

2.9.2 If a member of the Bargaining Unit refuses to execute an authorization permitting deduction by the employer, the service fee will be automatically deducted from the employee's salary.

2.9.3 If a current member no longer chooses to retain his/her membership in the Union, he/she has an annual window of time (21 calendar days from the official Staff Return Day) in which he/she may choose to sign an authorization for the withdrawal of the Agency Fee.

2.10 With notification to the employee of any monies owed either the Union or the school district, monies may be automatically deducted from the employee's salary.

2.11 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.

2.12 The Board shall provide to the Union, upon request, any and all information as required by law.

2.13 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.

~~2.14~~ 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.

2.14.1 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.

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

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

2.17 The Union President shall be released half time. The union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations.

2.17.1 If the Union President is from the secondary level, he/she shall be assigned two (2) teaching periods and one (1) preparation assignment. He/she shall be released for three (3) teaching periods exclusive of lunch. If the President is from the elementary level, he/she shall be assigned one-half day and shall be released one-half day exclusive of lunch.

2.17.2 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.

2.17.3 The Union President may, upon written notification to the Superintendent prior to April 15<sup>th</sup> staffing, reduce union release time for the ensuing school year.

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2.18 The Board shall provide exclusive, prominently placed, bulletin boards in each building, which may be used by the Union for posting notices of the following types:

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

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

2.18.1 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.

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

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

~~2.20 Special Conferences shall be arranged between the local president and Superintendent or his/her 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.

2.21 The Union may use a building without charge, provided there is no additional cost to the Board, for employee membership meetings and with the consent of the appropriate building principal providing such use does not interfere with the educational program of the Board. The union agrees to reimburse the Board for any damage.

### ARTICLE III

#### INDIVIDUAL SECURITY AND

#### WORKING CONDITIONS

3.1 Each teacher shall have the right to review the contents of his personnel files; he/she shall have the right to have a union representative accompany him/her in such review. All such reviews shall be made in the presence of the Superintendent or his/her designee. Confidential credentials from universities normally sought at the time of employment are specifically exempt from such reviews. A teacher shall be permitted to reproduce any material in his/her file which is not confidential.

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

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

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

Vacancies or new positions which occur after the opening of school will be posted for a period of five (5) business days. Tenured candidates currently employed will be given the opportunity to apply for these positions based on qualifications, experience and seniority in that order. Any position vacated by transfer of a previously staffed position, after the opening of school, will not be posted. Postings of newly created positions will not be generated after the fourth Friday of school. Vacancies for the secondary level known prior to the beginning of the second semester will be posted.

If there are no eligible candidates for posted positions from the current teaching staff,



positions will be filled consistent with the recall provisions of 15.2 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/her 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 layoff.

3.4.2 Teaching vacancies, of one period or less, which may occur during the course of the school year, i.e. special class offering during the normal school day, will be posted in the building, for building staff only on the union bulletin board, for a period of at least five school days. Candidates will have five school days to apply for the posted position. Every properly certified applicant shall be entitled to an interview. If all certified applicants are currently fulltime, then the district at it's option may hire part-time faculty.

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.

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*With regard to Section 3.5 through 3.5.15, the Board shall make a concerted effort to:*

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~~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 6-12

The Board of Education shall make a concerted effort to make the minimum standards set by the North Central Accrediting Association for teacher/pupil ratio.

3.5.5 In the secondary schools, to assign not to exceed three (3) different subject preparations per secondary teacher unless the teacher desires otherwise. Classes using different officially adopted textbooks shall be considered different preparations.

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

3.5.7 To provide adequate office space, adequate space for special service, confidential phone facilities, adequate staff, and sufficient secretarial help, class size and class loads to meet State Special Education standards.

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

~~3.5.9 To establish a program with an appropriate budget to expose students to experiences that will enrich their understanding and appreciation of art. Art shall be offered at the middle school level.~~

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

3.5.11 To assign an elementary special teacher not more than twenty-six (26) sections.

3.5.12 To not assign High School teachers a B-lunch for two consecutive years without the teacher's request or approval.

3.5.13 To give priority to applicants for the position of counselor with at least five (5) years teaching experience.

3.5.14 To limit substituting by Special Subject Teachers in a regular classroom to no more than twice per semester.

3.5.15 Administration shall insure that all elementary classrooms are covered with a substitute teacher before substitutes are placed in special subject classes.

3.6 Teachers may make recommendations relative to grading and evaluation methods to the Superintendent or his/her 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. Suggestions may be offered by the Assistant Superintendent of Instruction or an appropriate administrator.~~

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

3.9 Attendance at conferences, workshops, and conventions is desirable to maintain and improve professional competence and proficiency and to enhance the educational program of the School District. Teachers shall be encouraged to participate in such meetings. The Board will attempt to make available and post in all buildings a list of all educational 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.

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

3.11 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.

~~3.12 A teacher, with his/her consent, may be assigned a duty during his/her preparation period and/or during his/her lunch period.~~

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

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

3.15 Teachers in a school may make written evaluations of their principal and/or assistant principal(s). Such evaluations shall be identified as to the evaluator and shall be sent directly to the Superintendent of Schools by the person making the evaluation.

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

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

3.18 The elementary specials' schedule shall be constructed by a committee of two (2) special teachers selected by the Union President and two administrators selected by the Superintendent. Once completed, it shall be implemented as developed in all schools. Should conditions change such that a permanent deviation is necessary, approval by the committee is required.

3.19 The Board of Education will attempt to employ substitute teachers with training and/or experience in special education. To this end, selected substitutes may be required to receive appropriate inservice training in all aspects of East Detroit special education classrooms.

3.20 Children in elementary Special Education classes shall attend existing special classes unless

not deemed appropriate by IEPT.

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

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

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

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

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

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

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

3.22.2 Elementary teachers may use a minimum of fifty (50) minutes a day as duty free preparation assignment during which their classes are scheduled for special classes including but not limited to art, music, physical education or library.

3.22.3 Nurses shall have a 45 minute prep time at the end of the day for the purpose of completing their necessary paperwork and reports. They will remain, however, in their scheduled assignment during this time and will be available for emergencies. In addition, with approval, nurses will have the flexibility to schedule joint meetings during early release and record days when students are not in school.

~~3.23 All teachers report for work at their classroom, ten (10) minutes before their first assignment.~~

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

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

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

K-1 .....	25
2 .....	28
3-4-5.....	30
Split 1-3.....	22
3-5.....	25

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

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

- a. Transfer of student(s) to other section(s).
- b. If class overage is still present and limited to one (1) student, allocation of \$50.00 for purchasing of instructional materials by the teacher, with approval of building principal.
- c. If class overage is more than one (1) student, payment of \$15.00 per student overage, per week, to the teacher, with payment made semiannually.

~~3.25 Any change of an experimental nature involving the instructional program or organizational structure within a building which may affect working conditions as defined in the contract must be approved by 70% of the professional staff in the affected building.~~

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

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

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

3.26 The EDFT recognizes and endorses the fact that it is the professional responsibility of all teachers to participate in the annual evening open house and/or evening parent/teacher conference nights, not to exceed two (2) evening activities per school year in the secondary and (3) evening activities per year in elementary. Early dismissal will be scheduled the day of the evening activity in the elementary.

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

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

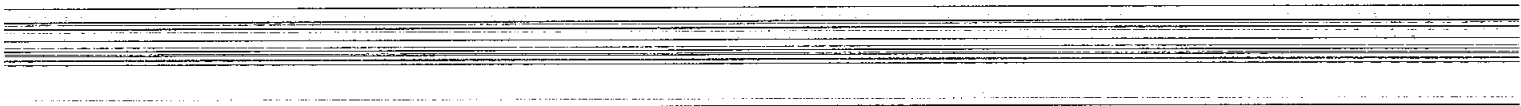
3.27 All teachers will develop lesson plans for his/her classes and have them available for review by their building administrator.

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

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

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





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**ARTICLE IV**  
**GRIEVANCES**

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

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

1. Any matter relative to pay, hours of employment and other conditions of employment;
2. Any matter or disagreement regarding the application or interpretation of this agreement.
3. Any unilateral change or addition in policy or practice by the Board which may affect wages, hours or other conditions of employment.

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

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

**PROCEDURE**

**STEP ONE**

If an employee or the Union has a complaint, it shall be addressed in one of the following ways;

- a. The employee may discuss it with the immediate supervisor individually;
- b. The employee may discuss it together with the Union representative and the immediate supervisor;
- c. With the immediate supervisor through the Union representative.

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

**STEP TWO**

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

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

### STEP THREE

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

(b) The decision of the arbitrator shall be final and binding on the parties. Guidelines for the proceedings shall be within the parameters established by AAA labor arbitration rules.

Fees and expenses for the arbitrator only shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses.

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

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

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

1. Termination of services or failure to re-employ by the Board of any probationary teacher.
2. Any complaint for which there is another remedial procedure, or a form established by law or by regulation having the force of law or by regulation including any matter subject to the procedure specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended M.S.A.(15.1971,etc.);
3. Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring were followed.

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

## ARTICLE V

### SALARY

- 5.1 The base salary schedule for 2006-07 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 professional teacher's certification to be counted in the twenty (20) semester hours; and the other (2) semester hours must be of graduate character in the field of education (i.e., in education, in psychology, or subjects which are taught on the level of the teacher's certificate). The work beyond the master degree must be of graduate character in the field of education taken in an accredited institution of higher education.
- 5.3 Movement from lane to lane shall be made at the beginning of each semester, when proper certification of work has been submitted to the Employee Services Office by October 14 or March 14.
- 5.3.1 Undergraduate work, approved in advance by the Superintendent shall be credited on the salary schedule.
- 5.4 A regular teacher shall be paid \$21.06 for substituting. In mutually agreed total or partial school programs necessitating rearrangement of students with the faculty intact (meaning that no teacher has left the school district), no additional compensation shall be paid.
- 5.5 **Longevity:** Teachers who have fifteen (15) years experience in the system (i.e. Years 16-20) shall receive \$1,600 each year, in addition to their contract salary. Teachers who have served more than twenty (20) (Years 21-25) years shall receive \$1,600 in addition to their contract salary. Teachers who have served more than twenty-five (25) years (Year 26 and higher) shall receive \$1,600 in addition to their contract salary.
- 5.6 **Outside credit:** At the time of initial employment, up to five (5) years outside credit may be

~~given for fully certified teaching experience outside the school district of the city of Eastpointe.~~

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

5.7 A teacher not covered by a supplemental contract shall be paid \$21.06 per hour if assigned for participation in or sponsoring of an approved activity after the normal school day where there is an admission fee charged.

5.8 Teachers shall select one of the following options:

1. 26 pays
2. 21 pays

They must inform the Administrative Services Office on forms provided within two weeks before school begins. Failure to comply defaults to the 21 pay schedule.

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

5.9 Vocational teachers involved in vocational programs which have a cooperative component will be employed for a minimum of ten (10) days beyond the normal school year. Additional days of employment will be paid at the teacher's daily rate.

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

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

5.11 Supplemental contracts shall be listed and calculated in accordance with Appendix B and C. Supplemental contracts will be awarded on the basis of qualifications, experience with the

~~sport or activity and seniority. Bargaining unit members will be given preference when qualifications and experience are similar.~~

~~In the event a non-bargaining unit member is selected over a bargaining unit member, the bargaining unit member shall have the right to appeal. Appeals will be made to a standing committee composed of two (2) administrators and three (3) bargaining unit member coaches. The decision of this committee will be final.~~

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

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

Supplemental contracts held by non-bargaining unit members during or prior to the 1988-1989 school year shall not be reposted unless in accordance with established policy.

Supplemental contracts for persons entering the field of coaching following the beginning of the 1975-1976 school year shall be based on the step level and salary lane according to actual years of paid coaching experience. No more than one (1) year of coaching experience may be earned in any one school year.

In the event that athletic programs must be consolidated, the coaching positions for each team shall be posted as a new position in accordance with the provisions of this contract.

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

Teachers receiving seasonal supplemental pay contracts shall be paid in total at the conclusion of the last scheduled activity.

5.13 A permanent advisory committee for equal opportunity in athletics will be established to review the formula factors and their application, to make recommendations for change, retroactive to the current contract year. This joint committee shall consist of three (3) members of the Bargaining Unit, two (2) of them whom are holders of athletic supplemental contracts, and three (3) administrators. The bargaining unit members will be appointed by the Union President annually. In the event the Athletic

~~Director or a coach feels there is a cause for a change, he/she may request, in writing, a review of the change. This request shall be filed with the Athletic Director by May 1. The committee will review all requests and forward its recommendation to the Superintendent and Federation President.~~

5.14 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.

5.15 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.

5.16 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.

5.17 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 35 cents per mile.

5.18 A severance payment will be paid to teachers for each year of service in the district provided the teacher is eligible for retirement and makes application to the Michigan School Employees Retirement System. Severance payment shall be \$400 for each year of service.

5.19 Teachers must mentor for full year to receive the full mentor stipend. If a teacher does not mentor for the entire year, they will be paid on a prorated basis.

~~5.20 Teachers will be allowed to provide input for the selection of the Department Leader. A Department Leader will be compensated for service at the rate of \$5,000 per year which includes three (3) additional days of service.~~

The District will provide a written job description for the Department Leader. To be eligible to be a Department Leader, the teacher must have a satisfactory evaluation as a teacher and, if applicable, as a Department Leader.



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**ARTICLE VI**

**INSURANCE**

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6.1 The Board shall pay the premium for health care coverage for the teacher who is head of household and his/her family, or the teacher not covered by a comparable hospitalization plan through his/her spouse. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended period is due to illness of the employee or sabbatical leave.

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

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

6.1.1 **OPTION 1:** The Board agrees to provide the following CORE PLAN (commencing March 1, 2007): Blue Cross/Blue Shield Flex Blue 2 Plan with a \$1250/\$2500 deductible. The employer/employee will be responsible for 80%/20% of that deductible per service. The plan will also have included the preventative health rider (RM100 & PC500M) and 24 visit for chiropractic (OCSM-24)

**OPTION 2 (Opt Out):** Employee chooses to "Opt Out" of insurance coverage. A "Plan Year" cash rebate of \$2400 will be paid to the employee (prorated at \$200 per month). Available only to those employees choosing to "opt out" of medical coverage. This option is available to employees providing adequate proof of outside insurance.

OPTION 2 is not available to an employee and his/her spouse, both of whom are employed in the district.

Each benefit description is intended as an easy-to-read summary. It is not a contract. For complete details of benefit terms, conditions, limitations, and exclusions please see your benefits contract.

**CORE PLAN: FLEXIBLE BLUE—PLAN 2**

Coverage: In-Network

Out-of-Network

*Preventive Services: (No deductible or copay in network)*

(Limited to \$500 per year per family member)

Health Maint Exam - incl Chest X-ray, EKG & Select lab procedures	100%, one per calendar yr	Not covered
Annual Gynecological Exam	Same	Not covered
Pap Smear Screening Lab & pathology svcs only	Same	Not covered
Well-Baby & Child Care	100%	Not covered
6 visits/yr thru age 12months		
6 visits/yr thru age 23months		
2 visits/yr age 24 thru 35 months		
2 visits/yr age 36 thru 47 months		
1 visit/yr age 48 months thru age 15		
Immunizations	100% thru age 16	Not covered
Fecal Occult	100%	Not covered
Blood Screening	One/calendar year	
Flex Sigmoidoscopy Exam	One/calendar year	
Prostate PSA Screening	One/calendar year	
Mammography Screening (One/calendar yr, no age restrictions)	Covered	Covered after co-pay/deductible

The following coverages are:

100% after In-network deductible

80% after Out-of-network deductible

*Physician Office Services*

Office Visits

Outpatient & Home Visits

Office Consultations

Urgent Care Visits

*Emergency Medical Care*

Hosp. Emergency Room for accidental injury

Ambulance Services (Medically necessary)

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*Diagnostic Services*

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Laboratory & Pathology Tests

Diagnostic Tests & X-rays

Therapeutic Radiology

Colonoscopy

*Maternity Services Provided by a Physician*

Pre- & Post-Natal Care (Includes care by certified nurse midwife)

Delivery & Nursery. (Includes delivery by certified nurse midwife)

*Hospital Care --Unlimited Days*

Semi-Private Room

Inpatient Physical Care,

General Nursing Care,

Hospital Services and Supplies

Inpatient Consultations

Chemotherapy

Note: Non-emergency svc must be rendered in participating hospital

*Alternatives to Hospital Care*

Skilled Nursing Care—limited in participating skilled nursing facilities only--Up to 90 days per calendar yr

Hospice Care—through a participating hospice program only (Limited to lifetime dollar maximum adjusted annually by State)

Home Health Care—medically necessary—by a participating home health care agency only

Home Infusion Therapy—medically necessary by participating providers only

*Surgical Services*

Surgery - including presurgical consultations, all related surgical services and medically necessary facility services by a participating ambulatory surgery facility.

Voluntary Sterilization

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*Human Organ Transplants*

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Specified Organ Transplants

100%

In designated facilities only, limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services.

Bone Marrow - when coordinated through BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies

Kidney, Cornea & Skin

*Mental Health Care & Substance Abuse Treatment*

Inpatient Mental Health &  
Substance Abuse Care

(Limited to a combined max of  
60 days per calendar yr with 120  
days lifetime per member

Outpatient Mental Health Care (limited to 120 visits per member  
per calendar year)

Outpatient Substance Abuse Treatment (limited to annual state dollar amount that combines outpatient and residential substance abuse.)

*Other Services*

Outpatient Diabetes

Management Program

Allergy Testing & Therapy

Chiropractic Spinal Manipulation (Up to 24 visits per calendar year)

Outpatient Physical, Speech & Occupational Therapy (outpatient physical therapy is not covered at non-participating facilities)

Durable Medical Equipment

Prosthetic & Orthotic Appliances

Private Duty Nursing

*Deductible, Copays and Dollar Maximums*

Deductible

\$1,250 member,

\$2500/member,

\$2500/family per

\$5000/family per

calendar year

calendar year

(no 4<sup>th</sup> quarter carry-over)

NOTE: If a PPO provider refers you to a non-network provider, all covered services obtained from that

non-network provider will be subject to applicable out-of-network cost sharing. If you receive care from a non-participating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Copays

Fixed Dollar Copays	None
Percent Copays	None

Copay Dollar Maximums

Fixed Dollar Copays	Not applicable
Percent Copays	Not applicable

Dollar Maximums \$1 million lifetime per covered specified organ transplant and a separate \$5 million lifetime per member for all covered services & as noted above for individual services

**Prescriptions:**

\$10 generic/\$10 brand formulary/\$20 brand nonformulary/\$10 mail order and Lifestyle Rx \$20 generic/\$40 brand. If an employee opts for brand name medication when a generic prescription is available, the employee shall pay the difference between the generic and brand.

6.2 **Optical Coverage:** The Board shall provide each teacher with optical insurance equivalent to B Standard Plan with MD Rider and two OD locations of the Co/op Optical Service. This plan will include:

- a. Complete eyeglass examination every 12 months by a Co/op optometrist, an affiliated ophthalmologist (subject to \$10 copay) or an affiliated optometrist subject to \$10 copay). Note: Affiliate ophthalmologists perform diagnostic exams only, and do not give contact lens exams or dispense contact lenses or glasses)
- b. Medical referrals are subject to a \$10 copay and must be the result of an eligible eye exam from Co/op Optical Vision Designs for a previously undiagnosed condition, and must

occur within 60 days of that examination.

~~c. Once every 24 months based on eligibility, prescription lenses (in plastic) to include:~~

- Single vision
- Bifocal thru D35mm
- Trifocal thru 7x28
- Prism, if required
- Tint: Plastic, any single color up to 30%

d. One frame with a \$58 retail value or a \$58 allowance towards any frame of choice OR

e. A \$125 allowance towards a contact examination, lenses, and professional follow-up care (in lieu of eyeglass services). \$55 will be applied toward exam and \$70 toward lenses.

6.3 **Life Insurance:** The Board shall provide each teacher with \$35,000 group term life insurance with double indemnity. The Core Medical Insurance policy includes a \$5,000 MEBS Member Basic Term Life Insurance policy and a \$2,000 Dependent Basic Term Life Insurance policy.

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

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

Deductions will be taken in either twenty-four (24) or nineteen (19) pays per year with no more than two (2) adjustments annually.

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

If a member chooses a "50% of reasonable charges option" or chooses to "opt out" of the dental coverage, a \$150 or \$350 payout respectively will be contributed by the employer toward the

member's uninsured health care reimbursement account (UHCRA).

Each family member is entitled to annual maximum benefit of \$1,500 every plan year.

#### CLASS I

Preventive includes regular examination, x-rays, treatment for pain relief, cleaning and flouridation, and children's space maintainers.

#### CLASS II

Restorative includes fillings and crowns, root canals, treatment of gums and bones, surgical extractions, adjustments and relining of existing dentures and related general anesthesia.

#### CLASS III

Construction of dentures and bridges includes removal and replacement.

## ARTICLE VII

### LEAVE DAYS

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7.1 Eleven (11) leave days shall be granted to a teacher for each year of this contract. A teacher may use his/her annual leave allowance for any reason, except outside employment, upon two days written notice whenever possible upon approved forms to the Superintendent of Schools, except the days immediately preceding and following a legal school holiday (legal school holiday shall be defined in the Annual School Calendar) and during the first and last week of a semester. Reasonable limitation may be placed upon requests for leave in excess of three consecutive days. The leave days will be advanced, however, they are earned at the rate of two leave days in the first month and one leave day per month after that. A teacher not completing the school year will not earn the full eleven (11) days and if their usage of the days exceeds the amount earned, he/she will be deducted pay for the unearned days. A first year teacher shall be advanced five leave days in September and six additional leave days in the beginning of the second semester.

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

7.2 Unused sick leave allowance shall accumulate to a maximum of one hundred and fifty (150) days and be designated as "accumulated sick leave allowance". When leave is exhausted, such employee shall not accrue any more days unless working. All absences will be charged to the employee's annual "leave allowance", unless such absences exceed eleven (11) days per year at which time they will be charged to the "accumulated sick leave allowance".

7.3 Upon proper notice to the Superintendent of Schools or his/her designee, a teacher's absence due to the following causes may be charged against accumulated sick leave allowance:

1. Personal injury or illness

- (a) In cases where a pattern of absences has been established, a doctor's statement certifying illness or injury may be required.



~~(b) If illness is of a serious or contagious nature, a certificate from his/her physician certifying recovery shall be required.~~

~~2. Serious illness or serious injury of a member of the teacher's immediate family for a period not to exceed three working days. Spouse, child, parent, grand-parent, 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 A teacher will be paid one half of their daily rate of pay for each day accumulated in excess of 150 but not used. Payments will be made by July 31<sup>st</sup>.

7.5 In the event of death, accumulated sick leave allowance beyond one hundred and fifty (150) days as described in Section 7.4 shall be paid at one-half of the teacher's current daily salary to the teacher's estate or beneficiary.

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

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

7.8 In the case of absence, members of the bargaining unit shall report their absence by means of the Substitute Answering Service. Failure to give proper notice when a substitute has been placed on



have at least 15 days accrued.

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5. Maximum withdrawal from the sick bank shall be one hundred and eighty (180) days for any one illness or injury or complications thereof.

6. A teacher withdrawing sick leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.

7. Applications for withdrawal from the sick bank shall be submitted to a review committee consisting of three (3) persons selected by the Union. This committee shall review and approve or disapprove all requests for withdrawal.

8. Applications for use of the bank prepared by the Union shall be available upon request from the Administrative Services Office. Completed application, with appropriate medical documentation, must be returned to the Administrative Services Office. Upon receipt, they will be recorded and forwarded to the EDFT Sick Bank Committee for consideration.

7.12 If a teacher has exhausted his/her accumulated sick leave, the Board shall consider the merits of the teacher's situation and may, on the basis of the teacher's employment and service record, advance sick leave allowance. Otherwise, absences in excess of the teacher's accumulated sick leave allowance, or for reasons other than those herein before specified, shall result in loss of pay.

7.13 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/her designee. "Immediate Family" shall be defined in 7.3(2).

7.14 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

### LEAVES OF ABSENCE

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

- (a) Service in a Government Agency or service to the American Federation of 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.

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

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

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

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

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

~~returned consistent with the provisions of 13.1 providing that the Superintendent or his/her designee is in receipt of a written request, no later than March 1<sup>st</sup> of the leave year, from the teacher indicating their intent to return. Failure on behalf of the teacher to give written notification will be interpreted as abandonment of position.~~

8.4 Re-employment before the expiration of a leave should be requested through the Administrative Services Office. A teacher returning from said leave shall have priority over new applicants.

8.5 A teacher who is subpoenaed to court or serves on jury duty shall be paid the difference between his/her daily pay for jury duty and his/her regular daily salary for each day in which the teacher reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. The jury duty check should be cashed by the teacher and a copy of the check or check stub should be forwarded to the payroll office.

8.6 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.

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

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**ARTICLE IX**

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**PROBATIONARY TEACHERS**

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

9.2 First year probationary teachers will be required to attend five (5) days of curriculum orientation prior to the opening of school. Teachers hired during the school year will be required to attend the curriculum orientation the following year.

9.3 Mentor Teachers:

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

2. A mentor teacher will work with only one (1) probationary teacher annually.

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

4a. Bargaining unit members who volunteer as a mentor shall receive one percent (1%) of their base salary. Teachers must mentor for a full year to receive the full stipend. If a teacher does not mentor for the entire year, they will be paid on a prorated basis. This shall be payable in June at the

conclusion of the school year.

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4b. Should the number of mentor teachers required exceed the number of bargaining unit applicants, the positions will be offered to retired teachers and/or retired administrators who possess the qualifications. Retirees receive 1% of their last salary while employed by the East Detroit Public Schools.

5a. The following detailed topics can be found in the "East Detroit Public Schools Mentoring and Induction Handbook" which is available to any member upon request by contacting the Assistant Superintendent of Instruction. Topics include the Michigan Mentor Law, mentor posting/selection, mentor/mentee matching, mentor incentives, mentor/mentee training, role definitions, professional development, contacts/visitations, activity log information, program evaluation, funding, and suggested year one/two/three strategies.

5b. Any changes in the content of this handbook will be a collaborative effort between the union and the Board of Education.

## ARTICLE X CALENDAR

10.1

### District School Calendar\* 2006-2007

August 29	Staff Returns – Full Day District P.D. (Day #1)
30	Staff Only – Full Day District P.D. (Day #2)
31	Staff Only – Full Day – Bldg./Staff Day
September 1-4	Labor Day Recess
05	Students Report – Half Day AM/Staff Day PM Both AM & PM Kdg. attends
	21 H.S. Bldg. P.D.–Half Day-10:30 Dismissal
November 03	No School for El & M.S. AM Bldg. P.D. Day

(PM Records Day #1)

<del>07</del>	<del>No School – District P.D. (Day #3)</del>
<del>22</del>	<del>Half Day – All Schools</del>
	(Comp time for parent/teacher conferences)
	AM Kdg. attends
23-24	No School – Thanksgiving Recess
27	School Reopens
Holiday Recess	Dec. 22-Jan. 2
January 03	School Reopens
15	No School – Martin Luther King, Jr. Holiday
26	No School – El & M.S.
	AM Bldg. P.D. (PM Records Day #2)
February 16-19	No School – Winter Break
20	School Reopens
March 12	No School - Staff Only –Full Day District P.D. (Day #4)
30	No School for El-AM Bldg. P.D. (PM Records Day #3)
April 04	Half Day – El Parent/Teacher Conference
05	No School El & M.S. AM Bldg. P.D. – PM comp time for Parent/Teacher conferences--H.S. – 11:52 Dismissal (comp time)
06-13	No School – Spring Break
16	School Reopens
May 11	No School - Staff Only -Full Day District P.D. (Day #5)
25	No School – El & M.S. Bldg. P.D.--Senior's Last Day
28	No School – Memorial Day Recess
June 08	No School – El & M.S. Bldg. PD Day – AM (PM Records Day #4)
12-14	H.S. Exams – 10:20 Dismissal
14	Last Day of School El – 10:15 Dismissal
	Half Day – M.S. (Records Day #3)
15	Staff Day (No Students)

- P.D. = Professional Development
- El = Elementary
- M.S. = Middle School
- H.S. = High School

\* Additional Professional Development Days, full and half, are yet to be scheduled. These could total as few as 30 hours and no more than 51 hours. *All* are scheduled *within* the *existing* instructional days.

\*\* Snow days to be per State guidelines



~~10.2 The 2006-07 school year shall consist of 187 teacher days of which 180 are instructional days. Two (2) days will be utilized as staff days. Five (5) days will be utilized as professional development days.~~

10.3 Secondary staff meetings will be held the 3<sup>rd</sup> Wednesday of each card marking period beginning promptly 15 minutes after the end of the school day. The staff meeting will not exceed 45 minutes in duration. These are mandatory meetings. The principal, if necessary, can call emergency staff meetings.

There will be a eight (8) sixty (60) minute early dismissals in the elementary buildings. They will be scheduled as follows:

- 1 Open House
- 2 Halloween & Christmas
- 5 Building meetings and teacher planning  
(2 teacher/3 principal)

There will be seven (7) half-day early dismissals in the elementary buildings. They will be scheduled as follows:

- 5 Three (3) afternoon Parent/Teacher Conferences & two (2) Compensation Times
- 2 First and last day with students

10.4 Elementary teachers shall receive one-half (1/2) day at the end of each card marking period for the purpose of grading report cards and record keeping. Middle School teachers shall receive one-half (1/2) Records Day at the end of the 1<sup>st</sup>, 2<sup>nd</sup>, and 4<sup>th</sup> marking periods.

10.5 Preparation periods will be used for preparation of lessons, marking school records, parent conferences, administrative conferences and team collaboration. Teachers are not to leave the building without administrative approval.

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ARTICLE XI

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SUMMER SCHOOL

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11.1 All summer school teaching positions shall be posted in every building on the Union bulletin boards by April 1 of each year. Copies shall be sent to the Union President.

Teachers interested in summer school teaching positions shall file their application with the Administrative Services Office by April 15<sup>th</sup> of each year.

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

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

11.4 There will be twenty-four (24) minutes of break time for teachers teaching a four (4) and one-half (1/2) hour block plus five (5) minutes of passing time. Twelve (12) minutes of the break time may be assigned duty time.

11.5 The salary for summer school shall be \$21.06 per hour.

## ARTICLE XII

### DESIGNATION OF TERMS

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

12.2 Whenever the term "teacher" is used, it is to include any member of the Bargaining Unit.

12.3 The term "day" when used in this contract shall, except where otherwise indicated, mean working school day.

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

12.5 The term "contract year" shall mean a twelve month period commencing on the first Tuesday immediately following the first Monday in September of each year.

12.6 A "preparation period" is a period in which the teacher is not assigned to a regular program responsibility. A "teaching period" is a period in which the teacher is actually teaching students.

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

12.8 "Seniority" shall be defined as continuous years of employment in the district effective with the first day of employment. This effective date will be the day, month and year the employee was eligible for pay in a regular contracted position. In the event of identical seniority dates, the order of seniority shall be determined by a draw.

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

~~When a tenured teacher returns to the Unit from District administrative service, only service in the Bargaining Unit will count towards seniority in times of staffing and layoffs. The salary in the position to which the teacher is assigned shall be the same as if the teacher had been continuously employed in the newly assigned position.~~

Seniority is lost only when there has been a severance of employment to the district, i.e. resignation, employment elsewhere, failure to return from approved leave. Layoff does not constitute severance of employment. Seniority shall be lost when a bargaining unit member has been laid off for five (5) years.

12.9 "School Improvement Study Session" (S.I.S.S.) is a committee composed of the Superintendent and Federation President each of whom will select five (5) representatives from administration and the union respectively to address concerns relative to the educational program.

## ARTICLE XIII

### STAFFING

13.1 The Administration will develop a proposed educational program for the forthcoming year, identifying the staffing needs for each building, prior to April 15<sup>th</sup>. 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.

These proposed staffing recommendations will be presented to the Board for approval at their next regularly scheduled meeting. Staff will be notified of their tentative assignments by their building administrator the day after Board approval.

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

1. Beginning with the first name on the seniority list, each individual will be assigned in accordance with the following priorities:

- (a) Current assignment; if not available, then
- (b) Another grade/department in the same building or other building
- (c) If no vacancy remains in any grade/department for which the teacher is certified; the teacher will be laid off.

2. 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 Administrative Services Office of the District. The teacher must have at least an academic minor or equivalent in the area of assignment and meet Highly Qualified status under the ESEA Federal regulation when required.

13.2 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 Administrative Services and/or Instruction Office will aid applicants in their search for a job sharing in

another building.

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

The Assistant Superintendent of Administrative Services and job sharers will agree upon attendance at staff meetings, parent/teacher conferences, professional development meetings, substituting, and similar non-instructional commitments.

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

Schedule is subject to approval by the building principal and the Superintendent or his/her designee.

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

13.4 Any bargaining unit position vacated for more than thirty (30) days by transfer or unpaid leave of absence, shall be filled by a 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.

A person assigned to a temporary position for 150 days the teacher may be given a contract terminating in June of their teaching year. They will be entitled to all benefits of the contract with the exception of seniority rights. They will not become part of the seniority roster. Any re-employment will

~~be at the discretion of administration. Failure to re-employ will not be subject to the grievance procedure or just cause provision of the contract.~~

13.5 A teacher on lay off, upon application, shall be placed on the substitute teacher roster. Except as required by law, a substitute teacher 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.

13.6 Tenured teachers may express to the Superintendent or his/her 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.

#### **ARTICLE XIV**

#### **NURSES**

14.1 Nurses are to be placed in the appropriate "degree lane" and at that salary "step" on the Certificated Seniority Roster determined by their seniority date. This date will determine proper placement for annual staffing. Severance and longevity will be based upon this seniority date. All other benefits of employment are consistent with the bargaining unit.

14.2 The District will provide a written job description for the Nurse Leader position. The Nurse Leader will be compensated for his/her service at the rate of \$5000 per year.

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**APPENDIX A**

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**2006-07**

Retroactive to September 1, 2006

<b>STEP</b>	<b>BA</b>	<b>BA + 20</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>Ed. Spec. MA + 60</b>	<b>Ed.D./ Ph. D.</b>
1.0	37,355	37,971	40,657	41,426	42,193	43,726	46,027
1.5	39,539	40,174	43,152	43,944	44,734	46,312	48,690
2.0	40,600	41,235	44,428	45,221	46,010	47,592	49,966
2.5	41,662	42,301	45,602	46,393	47,185	48,766	51,137
3.0	42,724	43,359	46,775	47,566	48,355	49,934	52,308
3.5	43,697	44,328	47,816	48,608	49,397	50,981	53,347
4.0	44,643	45,277	49,110	49,900	50,690	52,270	54,647
4.5	45,602	46,236	50,285	51,072	51,850	53,446	55,816
5.0	46,556	47,192	51,447	52,237	53,029	54,609	56,980
5.5	47,518	48,151	52,725	53,517	54,306	55,886	58,255
6.0	48,475	49,108	54,002	54,793	55,580	57,164	59,534
6.5	49,428	50,060	55,336	56,124	56,915	58,494	60,868
7.0	50,384	51,020	56,656	57,448	58,242	59,822	62,188
7.5	51,660	52,292	58,305	59,092	59,886	61,467	63,840
8.0	52,940	53,572	59,960	60,753	61,538	63,121	65,493
8.5	54,426	55,063	61,768	62,557	63,347	64,924	67,303
9.0	55,917	56,548	63,576	64,364	65,153	66,733	69,109
9.5	59,108	59,741	67,401	68,194	68,987	70,564	72,931
10.0	62,293	62,929	70,176	70,956	71,733	73,291	75,625
10.5			70,878	71,666	72,450	74,024	76,381
11.0			71,580	72,375	73,168	74,757	77,138

Effective September 1, 2007, \$537 will be added to Step 11, beginning with MA and moving to Ph.D.



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**APPENDIX A (continued)**

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

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

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

High School	.17
Middle School	.15

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

Employees working less than fulltime, but at least .5 shall have prorated benefits. Employees working less than half-time shall not be eligible for benefits. Employees currently half-time and receiving full benefits are grandfathered for this year only.

**APPENDIX B**

<b>NON-ATHLETIC: HIGH SCHOOL</b>	<b>Percentage</b>	<b>of salary</b>
Activities Sponsor .....		10.0
Band Director .....		9.0
Drama Coach* .....		8.0
Vocal Music .....		6.0
Counselors .....		5.0
Forensics Coach* .....		4.5
Debate Coach* .....		4.5
Class Advisor-FR/SP/JR** .....	4.0	
Newspaper .....		3.5
Yearbook .....		3.5
National Honor Society .....		3.0
Health Occupations Students of America .....	3.0	

**NON-ATHLETIC: MIDDLE SCHOOL & ELEMENTARY**

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

\*These supplemental will be paid at the conclusion of the activity

\*\*Class Advisors will follow the class through freshman, sophomore and junior years. The Advisor after completion of the three-year cycle will begin a new three-year cycle with the next freshman class. The Student Activities Sponsor will advise the 12<sup>th</sup> grade.

**APPENDIX C**

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

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

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

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

**APPENDIX D**

Athletic Activity	Percent
Varsity Football . . . . .	11.0
Assistant Football (4) . . . . .	8.0
9th Grade Football . . . . .	7.0
Assistant 9th Grade Football . . . . .	6.0
7/8th Grade Football . . . . .	5.0
Assistant 7/8th Grade Football . . . . .	4.0
Var. Cross Country . . . . .	11.0
Var. Basketball . . . . .	11.0
J.V. Basketball . . . . .	8.0
9th Grade Basketball . . . . .	7.0
8th Grade Basketball . . . . .	5.0
7th Grade Basketball . . . . .	5.0
Varsity Wrestling . . . . .	11.0
J.V. Wrestling . . . . .	8.0
7/8th Grade Wrestling . . . . .	5.0
Varsity Swim . . . . .	11.0
Assistant Swim . . . . .	8.0
Varsity Volleyball . . . . .	11.0
J.V. Volleyball . . . . .	8.0
9th Grade Volleyball . . . . .	7.0
8th Grade Volleyball . . . . .	5.0
7th Grade Volleyball . . . . .	5.0
Varsity Track (2) . . . . .	11.0
Assistant Track (2) . . . . .	8.0
7/8th Grade Track (2) . . . . .	5.0

**APPENDIX D (continued)**

Athletic Activity	Percent
Varsity Baseball .....	11.0
J.V. Baseball .....	8.0
9th Grade Baseball .....	5.0
Varsity Softball .....	11.0
J.V. Softball .....	8.0
9th Grade Softball .....	5.0
7/8th Grade Softball .....	5.0
Varsity Tennis .....	9.0
J.V. Tennis .....	6.0
Varsity Soccer .....	10.0
J.V. Soccer .....	7.0
Sideline Cheerleading – Fall	
High School. .... 4.0	
Middle School. ....2.0	
Sideline Cheerleading - Winter	
High School. .... 6.0	
Middle School. ....	4.0
Boys Bowling..... 9.0	
Girls Bowling..... 9.0	
Competitive Cheerleading..... 9.0	
Boys Golf..... 9.0	

All non-district employees coaching at the high school level receive 1% less per sport. All non-district employees who are 7/8 grade head coaches receive 4%. All non-district employees who are

~~7/8 grade assistant coaches receive 3%. All non-district employees coaching cheerleading at all levels will receive 5% less per season.~~

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

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**APPENDIX E**

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**Instructional Hours**

Elementary School Summary

161 Full Days	161 x 371 =	59731 min =	995.52 hrs
2 Half Days (1st/last w/students)	2 x 183 =	366 min =	6.10 hrs
5 Half Days (3 afternoon PTCs & 2 Comp)	5 x 183 =	915 min =	15.25 hrs
4 Half Days (Records)	4 x 183 =	732 min =	12.20 hrs
1 Early Dismissal (OpenHouse)	1 x 311 =	311 min =	5.18 hrs
2 Early Dismissals (Halloween/Christmas)	2 x 311 =	622 min =	10.36 hrs
5 Early Dismissals (2 Tchr/3 Princ)	5 x 311 =	1555 min =	25.92 hrs
180 Student Days		64232 min =	1070.54 hrs
<u>5 Professional Development</u>	5 x 360 =	<u>1800 min =</u>	<u>30.00 hrs</u>
185 Instructional Days		<b>66032 min =</b>	<b>1100.53 hrs</b>
<u>2 Staff Days</u>			
187 Working Days			

**APPENDIX E (continued)**

Middle School Summary

173	Full Days	173 x 364 =	62972 min =	1049.53 hrs
3	Half Days (Records 1st,2nd,&4th Quarters)	3 x 180 =	540 min =	9.00 hrs
3	Half Days (1 PTC, 2 Comp for Open House & PTC)	3 x 180 =	540 min =	9.00 hrs
1	Half Days (1st day w/students)	1 x 180 =	180 min =	3.00 hrs
180	Student Days		64232 min =	1070.53 hrs
<u>5</u>	Professional Development	5 x 360 =	<u>1800 min =</u>	<u>30.00 hrs</u>
185	Instructional Days		<b>66032 min =</b>	<b>1100.53 hrs</b>
<u>2</u>	Staff Days			
187	Working Days			

Each Middle School Principal may schedule not more than two (2) meetings per month during the Team Preparation Period.

High School Summary

163	Full Days	163 x 372 =	60636 min =	1010.60 hrs
1	Late Entry	1 x 296 =	296 min =	4.93 hrs
1	Half Day (1st day w/students)	1 x 262 =	262 min =	4.37 hrs
4	Half Days (2 PTC & 2 Comp)	4 x 262 =	1048 min =	17.47 hrs
5	MEAP Testing Days	5 x 220 =	1100 min =	18.33 hrs
6	Semester Exam Days	6 x 165 =	990 min =	16.50 hrs
180	Student Days		64332 min =	1072.20 hrs
<u>5</u>	Professional Development	5 x 360 =	<u>1800 min =</u>	<u>30.00 hrs</u>
185	Instructional Days		<b>66132 min =</b>	<b>1102.20 hrs</b>
<u>2</u>	Staff Days			
187	Working Days			

**APPENDIX E (continued)**



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Kellwood School Summary

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133 Full Days	133 x 390 =	51870 min =	864.50 hrs
34 Half Days	34 x 260 =	8840 min =	147.33 hrs
13 Half Days	13 x 260 =	3380 min =	56.33 hrs
180 Student Days		64090 min =	1068.17 hrs
<u>5</u> Professional Development	5 x 360 =	<u>1800 min =</u>	<u>30.00 hrs</u>
185 Instructional Days		<b>65890 min =</b>	<b>1098.17 hrs</b>
<u>2</u> Staff Days			
187 Working Days			

## APPENDIX F

### Instructional Days

#### ELEMENTARY SCHOOL DAY

##### Full Day

Staff Entry	8:20 a.m.			
Student A.M.	8:30 a.m.	-	11:33 a.m.	183 + 5 = 188 minutes
Lunch	11:33 a.m.	-	12:23 p.m.	(50) minutes
Student P.M.	12:23 p.m.	-	3:26 p.m.	183 + 0 = <u>183 minutes</u>
Total Instructional Full Day:				<b>371 minutes</b>

##### Half Day

Staff Entry	8:20 a.m.			
Student A.M.	8:30 a.m.	-	11:33 a.m.	183 + 0 = 183 minutes
Total Instructional Half Day:				<b>183 minutes</b>

##### Half Day

##### *.5 PD or PD Elementary Only*

Staff Entry	8:20 a.m.			
Morning Instructional or 3 hr PD	8:30 a.m.	-	11:30 a.m.	180 + 0 = 180 minutes
Teacher Lunch	11:30 a.m.	-	12:20 p.m.	(50) minutes
Afternoon PD	12:20 p.m.	-	3:20 p.m.	180 + 0 = <u>180 minutes</u>
Total Instructional PD Day:				<b>360 minutes</b>
				<b>6 hours</b>

##### Early Dismissal

Staff Entry	8:20 a.m.			
Student A.M.	8:30 a.m.	-	11:33 a.m.	183 + 5 = 188 minutes
Lunch	11:33 a.m.	-	12:23 p.m.	(50) minutes
Student P.M.	12:23 p.m.	-	2:26 p.m.	123 + 0 = <u>123 minutes</u>
Total Instructional Full Day:				<b>311 minutes</b>

**APPENDIX F (continued)**

MIDDLE SCHOOL DAY

<b>Full Day</b>				
Staff Entry	8:00 a.m.			
Team Prep	8:05 a.m.	-	8:21 a.m.	
1st Period	8:30 a.m.	-	9:22 a.m.	52 + 4 = 56 minutes
2nd Period	9:26 a.m.	-	10:18 a.m.	52 + 4 = 56 minutes
3rd Period	10:22 a.m.	-	11:14 a.m.	52 + 4 = 56 minutes
(Lunch/Advisory)				
4th Period	11:18 a.m.	-	12:10 p.m.	26 + 4 = 30 minutes
(Lunch/Advisory)				
5th Period	12:14 p.m.	-	1:06 p.m.	52 + 4 = 56 minutes
(Lunch/Advisory)				
6th Period	1:10 p.m.	-	2:02 p.m.	52 + 4 = 56 minutes
7th Period	2:06 p.m.	-	3:00 p.m.	54 + 0 = <u>54 minutes</u>
Total Instructional Full Day:			<b>364 minutes</b>	

<b>Half Day</b>				
Staff Entry	8:00 a.m.			
Morning Instructional or 3 hr PD	8:20 a.m.	-	11:20 a.m.	180 + 0 = 180 minutes
(Morning Student schedule to be determined)				
Teacher Lunch	11:20 a.m.	-	12:00 p.m.	
PD	12:00 p.m.	-	3:00 p.m.	180 + 0 = <u>180 minutes</u>
			<b>360 minutes</b>	
			<b>6.00 hours</b>	

**APPENDIX F (continued)**

HIGH SCHOOL DAY

**Full Day**

Staff Entry	7:20 a.m.		
1st Period	7:30 a.m. -	8:28 a.m.	58 + 5 = 63 minutes
2nd Period	8:33 a.m. -	9:29 a.m.	56 + 5 = 61 minutes
3rd Period	9:34 a.m. -	10:35 a.m.	61 + 5 = 66 minutes
4th Period	(Lunch A)	10:40 a.m. -	11:10 a.m.
	(Class BC)	11:15 a.m. -	12:20 p.m.
	(Class A)	10:40 a.m. -	11:10 a.m.
	(Lunch B)	11:15 a.m. -	11:45 a.m.
	(Class C)	11:50 a.m. -	12:20 p.m.
	(Class AB)	10:40 a.m. -	11:45 a.m.
	(Lunch C)	11:50 a.m. -	12:20 p.m.
5th Period	12:25 p.m. -	1:21 p.m.	56 + 5 = 61 minutes
6th Period	1:26 p.m. -	2:22 p.m.	56 + 0 = <u>56 minutes</u>
Total Instructional Full Day:			<b>372 minutes</b>

**Half Day**

**.5 PD or PD High School Only**

Staff Entry	7:20 a.m.		
Morning Instructional or 3 hr PD	7:30 a.m. -	10:30 a.m.	180 + 0 = 180 minutes
	(Morning Student schedule to be determined)		
Teacher Lunch	10:30 a.m. -	11:30 a.m.	
PD	11:30 a.m. -	2:30 p.m.	180 + 0 = <u>180 minutes</u>
			<b>360 minutes</b>
			<b>6.00 hours</b>

**APPENDIX F (continued)**

**Early Release (P/T, P/T Comp, 1st Day w/ Students)**

Staff Entry	7:20 a.m.		
1st Period	7:30 a.m. -	8:09 a.m.	39 + 5 = 44 minutes
2nd Period	8:14 a.m. -	8:53 a.m.	39 + 5 = 44 minutes
3rd Period	8:58 a.m. -	9:40 a.m.	42 + 5 = 47 minutes
4th Period	9:45 a.m. -	10:24 a.m.	39 + 5 = 44 minutes
5th Period	10:29 a.m. -	11:08 a.m.	39 + 5 = 44 minutes
6th Period	11:13 a.m. -	11:52 a.m.	39 + 0 = <u>39 minutes</u>
Total Instructional Half Day:			<b>262 minutes</b>

**Late Entry**

Staff Entry	7:20 a.m.		
1st Period	8:46 a.m. -	9:28 a.m.	42 + 5 = 47 minutes
2nd Period	9:33 a.m. -	10:14 a.m.	41 + 5 = 46 minutes
3rd Period	10:19 a.m. -	11:05 a.m.	46 + 5 = 51 minutes
4th Period	(Lunch A)	11:10 a.m. - 11:40 a.m.	
	(Class BC)	11:45 a.m. - 12:50 p.m.	65 + 0 = 65 minutes
	(Class A)	11:10 a.m. - 11:40 a.m.	30 + 0 = 30 minutes
	(Lunch B)	11:45 a.m. - 12:15 p.m.	
	(Class C)	12:20 p.m. - 12:50 p.m.	30 + 5 = 35 minutes
	(Class AB)	11:10 a.m. - 12:15 p.m.	65 + 0 = 65 minutes
	(Lunch C)	12:20 p.m. - 12:50 p.m.	
5th Period	12:55 p.m. -	1:36 p.m.	41 + 5 = 46 minutes
6th Period	1:41 p.m. -	2:22 p.m.	41 + 0 = <u>41 minutes</u>
Total Instructional Late Entry:			<b>296 minutes</b>

**APPENDIX F (continued)**

**Final Exams**

Staff Entry	7:20 a.m.	
1st, 3rd, & 5th Periods	7:30 a.m.	-8:50 a.m. 80 + 5 = 85 minutes
	9:00 a.m.	-10:20 a.m. 80 + 0 = <u>80 minutes</u>
<b>Total Instructional Final Exam Day:</b>		<b>165 minutes</b>

**MEAP Testing**

Staff Entry	7:20 a.m.		
MEAP Testing	7:30 a.m.	- 9:55 a.m.	Juniors & Retesting Seniors Only
1st Period	10:00 a.m.	- 10:35 a.m.	35 + 5 = 40 minutes
4th Period	(A, as above)	10:40 a.m. - 11:10 a.m.	
	(B)	11:15 a.m. - 11:45 a.m.	65 + 0 = 65 minutes
	(C)	11:50 a.m. - 12:20 p.m.	
2nd Period		12:25 p.m. - 12:50 p.m.	25 + 5 = 30 minutes
3rd Period		12:55 p.m. - 1:20 p.m.	25 + 5 = 30 minutes
5th Period		1:25 p.m. - 1:50 p.m.	25 + 5 = 30 minutes
6th Period		1:55 p.m. - 2:20 p.m.	25 + 0 = <u>25 minutes</u>
<b>Total Instructional MEAP Day:</b>			<b>220 minutes</b>

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**APPENDIX F (continued)**

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**KELLWOOD SCHOOL DAY**

**Full Day Schedule**

Staff Entry	7:50 a.m.	
1st Period	8:00 a.m.-8:55 a.m.	55+ 5 =60 min.
2nd Period	9:00 a.m.-9:55 a.m.	55+ 5 =60 min.
Seminar	10:00 a.m.-10:30 a.m.	30+ 5 =35 min.
3 <sup>rd</sup> Period	10:35 a.m. – 11:30	55+ 5 =60 min.
4th Period /Lunch	11:35 a.m. -1:00 p.m.	55+ 5 =60 min.
5th Period	1:05 a.m.- 2:00 p.m.	55+ 5 =60 min.
6th Period	2:05 p.m.-3:00 p.m.	55= <u>55 min.</u>
Total Instructional Full Day:		<b>390 min.</b>

**Friday Half Day Schedule**

Staff Entry	7:50 a.m.	
Block Schedule	8:00 a.m. – 12:00 p.m.	<b>240 min.</b>

**Half Day**

Staff Entry	7:50 a.m.	
1st Period	8:00 a.m.- 8:40 a.m.	40 + 5 = 45 minutes
2nd Period	8:45 a.m.- 9:20 a.m.	35 + 5 = 40 minutes
3rd Period	9:25 a.m.- 10:00 a.m.	35 + 5 = 40 minutes
4th Period	10:05 a.m.-10:40 a.m.	35 + 5 = 40 minutes
5th Period	10:45 p.m.-11:20 a.m.	35 + 5 = 40 minutes
6th Period	11:25 a.m.-12:00 p.m.	35 <u>35 minutes</u>
Total Instructional Full Day:		<b>240minutes</b>

**District-Wide PD Day Schedule (All Buildings)**

Staff Entry	7:55 a.m.
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Professional Dev't	8:00 a.m.	-	11:00 a.m.	180 + 0 = 180 minutes
Teacher Lunch	11:00 a.m.	-	12:00 p.m.	
Professional Dev't	12:00 p.m.	-	3:00 p.m.	180 + 0 = 180 minutes
Total Instructional PD Day:				<b>360 minutes</b> <b>6 Hours</b>



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

EAST DETROIT PUBLIC SCHOOLS  
MACOMB COUNTY, MICHIGAN

BY: Paul Seibert, President  
Tom Gancos, Vice President  
Jon Gruenberg, Secretary  
Jeff Allen, Treasurer  
Penny Freelon, Trustee  
Corrinne Harper, Trustee  
David Robb, Trustee

THE EAST DETROIT FEDERATION OF TEACHERS,  
AFT Local 698

BY: Dara Knill, President  
Terry DeSmet, Executive Vice President  
Lincoln Stocks, Member  
John Costandi, Member  
Laurie Hillebrand, Member  
Michael Mayer, Member

BOARD NEGOTIATIONS TEAM

BY: Gary Collins, Board Attorney  
Lois Johnson, Ed.D., Assistant Superintendent  
Joann Lelekatch, Director of Instruction  
Sue Lenz, Principal  
Gerry St. Onge, Asst. Principal  
Paul Szymanski, Member

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**AGREEMENT**

**BETWEEN**

**EAST DETROIT  
BOARD OF EDUCATION**

**and**

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

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~~make reasonable rules, policies, and regulations which it considers necessary or advisable for the safe, effective, and efficient operation of the school district insofar as said actions are not inconsistent with the specific provisions of this agreement.~~

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

### ARTICLE III COMPENSATION

3.1 Hourly rates are as set forth in Appendix A. The Board shall provide the option of twenty-one (21) or twenty-six (26) pays for all full time employees. Selection must be made prior to the first payroll or the 21 pay option will be used.

3.2 The following will be designated as paid holidays:

Labor Day

Thanksgiving Day

One full day following Thanksgiving Day

One full day preceding Christmas Day

Christmas Day

One full day following Christmas Day

One full day preceding New Year's Day

New Year's Day

Good Friday

Monday following Easter

Memorial Day

~~3.3 **Longevity:** Members of the bargaining unit who have ten (10) years experience in the system shall receive \$1000 each year, in addition to their contract salary. Members who have served twenty (20) years shall receive an additional \$1000 each year in addition to their contract salary.~~

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

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

Deductions will be taken in either twenty-four or nineteen pays per year with no more than two adjustments annually.

3.5 Travel mileage will be paid to those members of the bargaining unit who regularly use their personal automobile in the performance of the duties (exclusive of travel to and from their residence). Said reimbursement will be at the rate of 35 cents per mile.

#### **ARTICLE IV GRIEVANCES**

Any claim by the Union or member that there has been a violation, misinterpretation, or misapplication of the terms of this agreement shall be defined as a grievance and shall be resolved through the procedures set forth in Article IV of the East Detroit Federation of Teachers' Contract.

#### **ARTICLE V INSURANCE**

**5.1 Insurance Coverage**

Coverage of benefits within this section shall be as follows.

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

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

**5.3 Work Schedule**

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

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



## ARTICLE VI

### INDIVIDUAL SECURITY AND WORKING CONDITIONS

#### 6.1 Personnel File

Upon request, employees shall have the right to examine their personnel file. Employees shall be permitted to reproduce any material in their file. Copies of all evaluative material placed in the employee's file shall be provided to the employee.

#### 6.2 Posting of Job Openings

Whenever any vacancy within the bargaining unit arises, the employer shall publicize the same by notifying each employee at least ten (10) calendar days before the vacancy is filled. In the event of an emergency, the employer may fill a vacancy on a temporary basis.

#### 6.3 Duties

Duties of the members of the bargaining unit shall be limited to performing those tasks that supplement the instructional process under the direction of a certified staff member.

#### 6.4 Seniority/Probationary Period

Seniority shall be based on the member's date of hire into the bargaining unit. Every new hire and re-hire shall be considered a probationary employee for the initial sixty (60) working days of their employment. Such probationary employees shall receive a written evaluation of their performance no later than sixty (60) working days subsequent to the date of hire. During such probationary period the employee shall have no rights under this agreement. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee with seniority retroactive to the date of hire. An employee's seniority shall terminate when:

- a. An employee resigns or is discharged
- b. The employee fails to return from recall within fifteen (15) business days of the date of notification
- c. Retirement under Michigan Public School Employees Retirement Act

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## 6.5 Evaluation Criteria

Paraprofessionals will be evaluated and goals for improvement will be written by the appropriate administrator, in collaboration with the paraprofessional.

6.5.1 Paraprofessionals will be observed for purposes of evaluation three (3) times per year during their first four (4) years of service to the district. Building administrators will collaborate on the evaluations with the Assistant Superintendent of Instruction or his/her designee. Paraprofessionals will be evaluated by a building administrator and/or the Assistant Superintendent of Instruction or his/her designee every three (3) years thereafter.

6.5.2 Building Administrators/Assistant Superintendent of Instruction or his/her designee will collaborate on Individual Development Plans with the paraprofessionals during the first four (4) years of employment.

6.5.3 Paraprofessionals must meet the criteria set forth in applicable state and federal laws in terms of education, qualification, experience, etc.

6.5.4 Paraprofessionals are required to follow the collective bargaining agreement between the East Detroit Board of Education and the East Detroit Federation of Teachers

## 6.6 Lay-Off

Whenever it becomes necessary to reduce the working force, employees will be laid off on the basis of seniority and specific job qualifications. Employees whose positions have been eliminated shall have the right to transfer to positions within the bargaining unit for which they are qualified, providing the person holding such position has less seniority.

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

Employees to be laid off for an indefinite period of time shall have at least fifteen (15) business days notice of the layoff. The Union President shall receive a list from the employer of the

~~employees being laid off on the same date the notices are issued to the employees.~~

**6.7 Recall**

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

**6.8 Union Dues**

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

**6.9 Union Dues Deductions**

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

**6.10 Collection of Past Dues**

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

6.11 **Agency Shop**

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

Upon employment, each eligible candidate shall either:

6.11.1 Be a member of the Union and execute an authorization for payment of Union dues annually, or execute an authorization for payment of an agency fee in accordance with prevailing law. These dues/fees shall be paid to the Union for benefits received by the member as a result of collective bargaining and other services on his/her behalf by the Union. Such authorization shall be executed within twenty-one (21) calendar days following the presentation of the Application for Continuous Membership. The employee may opt to make an advance direct payment to the Union in lieu of payroll deduction.

6.11.2 If a member of the Bargaining Unit refuses to execute an authorization permitting deduction by the employer, the service fee will be automatically deducted from the person who refuses either to become a Union member, approve deduction of a service fee, or pay the service fee on a schedule that is approved by the Union.

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## ARTICLE VII

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### LEAVES

#### 7.1 Sick Leave

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

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

##### 1. Personal Illness

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

##### 2. Family Illness

Family illness for a period of not to exceed three (3) working days. May be a combination of paid and/or unpaid leave consistent with the provisions of the Family Medical Leave Act (FMLA).

##### 3. Personal Business

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

#### 7.2 Military Leave

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

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7.3 **Funeral Leave**

An employee shall be allowed three (3) working days as funeral leave days, not to be deducted from sick leave, for a death in the employee's immediate family. Additional days may be granted with prior approval from the Superintendent or his/her designee.

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

7.4 **Jury Duty**

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

7.5 **Unpaid Leave of Absence**

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

7.6 **Sick Bank**

Full time employees covered by this Agreement will participate in the Teachers' Sick Bank under the same terms and conditions as the teachers.

**ARTICLE VIII  
DEFINITIONS**

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## 8.1 Definition of Full Time

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

## 8.2 Academic Support Paraprofessional

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

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

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

## 8.3 Media Center Paraprofessional

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

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

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

#### 8.4 Vocational Education Paraprofessional

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

1. Works with individual students or small groups of students to reinforce learning of material or skills initially introduced by the teacher.
2. Assists the teacher in devising special strategies for reinforcing material or skills based on understanding of individual students, their needs, interests, and abilities.
3. Guides independent study, enrichment, and reinforcement work set up and assigned by the teacher.
4. Checks notebooks, corrects papers, and supervises testing and makeup work, as assigned by the teacher.
5. Serves as resource person to any guest teacher in the absence of the classroom teacher.
6. Informs the classroom teacher of any problem or special information about students.
7. Demonstrates appropriate reading, writing, and communication skills.
8. Works effectively with special population students.
9. Utilizes and maintains program specific career/technology equipment.

The Vocational Education Paraprofessional must have certified education and/or work experience directly related to the Career and/or Technology Program for which they are assigned. The



~~paraprofessional must also meet State and/or Federal guidelines relative to mandated qualifications. The individual will demonstrate ability to communicate and work effectively with students. The individual shall possess the appropriate qualities of character and experience as determined by the Board of Education.~~

## 8.5 Special Education Paraprofessional

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

1. Works with students in class with curriculum tasks and assignments, guiding and helping, but not teaching.
2. Under supervision of teacher, works with the student to reinforce and master material initially introduced by teacher.
3. Establishes, as fully as possible, a supportive and working relationship with the student(s).
4. Maintains behavior management procedures and follows classroom routines.
5. Serves as a member of the IEPT (Individual Educational Plan Team) when appropriate.
6. Gives assistance relative to physical needs of student(s), as needed.
7. Serves as a resource person to any guest teacher in the absence of the classroom teacher.
8. Informs the special education teacher of any problems or special information about students(s).
9. Demonstrates appropriate reading, writing, and communication skills.
10. Works effectively with special needs children.

It is the intent of the East Detroit Public Schools to have all special education paraprofessionals certified utilizing the Macomb Intermediate School District classes and standards. Administration will pay hourly rate, mileage, and tuition for any current employees to attend. Every special education paraprofessional hired after the 1996-97 school year will be required to attend certification classes. Other paraprofessionals may request approval to attend.

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

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## 8.6 General Performance

In addition to specific job classification responsibilities, all paraprofessionals will:

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

APPENDIX A

SALARY SCHEDULE

2006-07

	Probationary Rate	Regular Rate
Paraprofessional \$12.66	\$14.32	
Grandfathered Vocational/Media (Employees hired prior to 1987)		\$18.45

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

1. If thirty (30) or more up to sixty (60) hours of approved credit has been taken and verified by the Assistant Superintendent of Administrative Services, add twenty cents (\$.20) per hour.
2. If Associate Degree is earned or additional hours beyond sixty (60) hours are earned and verified by the Assistant Superintendent of Administrative Services, add forty cents (\$.40) per hour.

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

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

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

EAST DETROIT PUBLIC SCHOOLS  
MACOMB COUNTY, MICHIGAN

BY: Paul Seibert, President  
Tom Gancos, Vice President  
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