

**C O L L E C T I V E  
B A R G A I N I N G  
A G R E E M E N T**

**BETWEEN**

**INKSTER PUBLIC SCHOOLS**

**AND**

**INKSTER FEDERATION OF TEACHERS**

**LOCAL 1068**

**AMERICAN FEDERATION OF TEACHERS**

**AFL-CIO**

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## **STIPULATION OF AGREEMENT**

STIPULATION OF AGREEMENT made and entered into this 28<sup>th</sup> day of August, 2009 by and between the negotiating committees for the Board of Education (the "Board") of the School District of the City of Inkster (the "District"), and the Inkster Federation of Teachers, Local 1068, American Federation of Teachers, AFL-CIO (the "Federation" or the "Union");

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at revisions to the 2006-2009 Collective Bargaining Agreement;

WHEREAS, the negotiating committees for the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. This Agreement is subject to ratification by the members of the Union and the Board of Education of the District.
2. The respective negotiating committees agree to recommend this Stipulation for ratification.
3. A copy of this original document has been furnished to representatives of the Union.
4. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.
5. Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the respective negotiated agreement.
6. The negotiated terms are as follows:

## **ARTICLE I – FEDERATION RECOGNITION**

A. The Board recognizes the Federation as the sole and exclusive bargaining representative for all personnel in the bargaining unit who have been hired as employees of the School District of the City of Inkster. The bargaining unit shall consist of all certified instructional personnel, including:

- certified teachers
- teachers of pre-kindergarten classes
- teachers of grades kindergarten through 12
- teachers of music
- teachers of fine arts
- teachers of health education
- teachers of sewing
- teachers of industrial arts
- teachers of home economics
- teachers of swimming
- physical education teachers
- teachers of homebound children duly appointed to a regular program
- teachers in subject-trades
- teachers of typing and commercial subjects
- teachers of computer skills
- teachers of culinary arts
- Reserved Officer Training Corps (ROTC) instructors
- Dean of Students
- alternative education teachers
- remedial education teachers
- career education teachers
- teachers of dance/drama
- counselors
- social workers
- speech therapists
- psychological diagnosticians/assistants
- school psychologists
- vocational education teachers
- special education teachers
- certified classroom teachers in the pupil adjustment program
- summer school and adult education teachers
- librarians / media specialists
- teacher-coordinators

The following positions shall be excluded from the bargaining unit:

- Superintendent
- Assistant Superintendent
- Assistants to Superintendents
- Director of Education
- Secondary and Elementary School Principals
- Directors of Student Services
- Director of Vocational Education
- Director of Personnel and Community Relations
- Coordinator of Elementary and Secondary Education
- Community Education Director, Director of Guidance
- Business Administrators
- Administrative Assistant(s)
- Youth Officer(s)
- Subcontracted Personnel

Members of the bargaining unit who are involved in Federal and State programs shall be covered by all provisions of this contract with the exception of salary and fringe benefits which may be determined by state and Federal guidelines.

- B. The employee shall not be accompanied by an officer, executor, delegate, representative, agent, member or employee in any capacity of any organization other than the Federation, nor shall an organization other than the Federation argue a grievance in its own behalf.
- C. Members of the bargaining unit, who, during the school day, participate in conferences or meetings referred to in this agreement or who participate in contract negotiations respecting a collective bargaining agreement shall be provided non-deductible released time without loss of pay
- D. Nothing contained herein shall be construed to deny to any employee his rights under Act 336 of Public Acts of 1947 as amended, or under the State Education Law or under applicable civil service laws and regulations.
- E. In the event the Inkster Public Schools should become a part of a consolidated school district, the Board agrees that it will do everything within the existing legal framework to insure the continued recognition of the Federation as the bargaining agent for Inkster teachers. The Board further agrees that it will recognize and abide by all appropriate laws in effect at the time any consolidation may occur.
- F. Definitions:

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

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

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

Whenever the “singular” is used, it is to include the plural.

Whenever the “masculine” is used, it is to include the feminine.

Whenever the term “Federation” is used, it is representative of the local bargaining unit.

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



## **ARTICLE II – BOARD’S RIGHTS**

- A. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States except as limited by this agreement.
- B. The direction of employees, including the right to plan, direct and control school district operations, hire, suspend or discharge for proper cause, or transfer, to make reasonable rules in the school district, to relieve employees from duty because of lack of work or other reasons, and the right to introduce new and improved methods or facilities, is vested exclusively in the Board of Education, as well as other traditional prerogatives of management not hereby or herein expressly made a subject of negotiation, provided that there should be no conflict with any provision of this agreement.
- C. Under no circumstances will the Federation cause or authorize its members to cause nor will any member of the bargaining unit take part in any strike or slowdown in any school buildings or property of the Board or any curtailment of duties or restrictions or interference with the operations of the school district.
- D. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Federation and the employees in the bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision(s) shall be void and inoperative; however, all other provisions of the agreement shall continue in effect.

## ARTICLE III – FAIR PRACTICES

### SECTION 1: BOARD RESPONSIBILITIES

- A. The Federation agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.
- B. The Board must make available to the Federation any and all information, statistics, and records which are necessary to make intelligent decisions relevant to negotiations, or necessary for proper enforcement of the terms of this agreement, with the exception of the teacher personnel records, and in such case, these records will be released only upon written authorization of the teacher involved. The information will be in the form determined by the Board. The Board will not be required to do any research work for the Federation.
- C. The Board shall take no action in violation of, or inconsistent with, any provision of this agreement or any policy or practice governing working conditions of teachers existing on the date of execution of this agreement, and as of such date, the Board agrees that it will not take any action effecting other working conditions of teachers provided for within the agreement, without prior negotiations with the Federation.
- D. The Board agrees that, in all cases involving Federation members, due process shall be followed. This shall be construed to mean that an employee shall have the right of representation and the right to face and question any accuser, as well as any other legal rights involved in due process.
- E. Progressive Discipline
1. Except for offenses which on first commission justify dismissal or cannot justify continued employment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that the severity of the infraction should determine the degree of discipline to be imposed.
  2. The following steps shall constitute the progressive discipline plan:
    - Warning
    - Verbal reprimand
    - Written reprimand
    - Suspension without pay
    - Termination of employment (due process)
- F. It is recognized that discipline of teachers, including warnings and verbal reprimands, is not to be administered in the presence of students.

## SECTION 2: TEACHER REPRESENTATION

- A. Teacher representation on any system-wide committee or other such body established by the Board shall be nominated by the Federation as stipulated below, and shall be fully compensated when working on curriculum or related programs. This shall not require additional payment where teachers are receiving a stipend for duties that include such responsibilities.
1. The Union, through discussion with its officers, shall have the right to participate in the establishment, staffing, and implementation of any system-wide committee provided that (50%) of the membership of teachers of any such committee shall be first determined by the Union, and the remaining teachers shall be appointed by the Board; and, provided further, that nothing in this provision shall prevent the Union from initiating discussion of the establishment of such committee. The Union shall have five (5) days, except in case of extreme emergency, after formal notification by the Board that such committee is to be established, to determine its committee membership. If the Union is unable to select its full representation within that time, the Board may appoint the remaining members of the committee. The responsibility of selecting the chairperson of the committee shall be performed by the members of the committee. Failure to select a chairperson in accordance with the rules of establishment of each committee shall result in the Board selecting the chairperson from the members of the committee. Teacher members of such committees shall be fully compensated when working on said committees during the school day. In the event action is to be taken by the Board, any additions, modifications, or deletions of the committee recommendations, with valid reasons therefore shall be submitted to the committee with a copy to the Federation President. Federation personnel shall have the right to participate in the annual establishment of an eligibility list of certificated personnel for fall hiring. The Board reserves the right to determine the final composition of said list and to select personnel not on the list as emergency situations arise. Federation personnel involved in the foregoing shall be designated according to grade level and/or subject area of interviewee(s).
- B. The Board agrees to continue its policy of not discriminating against any employee in hiring and placement on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of any employee organization.

## SECTION 3: FEDERATION RIGHTS

- A. School rooms shall be made available for Federation business meetings without cost.
- B. The President of the Federation shall receive release time. If the President of the Federation is a secondary teacher, the release time shall be the last two periods of the day, not to exceed one-fifth (1/5) of the workday; if the President of the Federation is an elementary teacher, the release time shall be one (1) day per week at a time scheduled in collaboration with the

Superintendent to minimize cost and disruption. Upon reasonable request and with the advance approval of the Superintendent, other Federation representatives shall be granted release time to take care of necessary Federation business.

- C. The Superintendent of Schools and the principals of each school, or another administrator, shall meet with representatives of the Federation at the request of the Federation at reasonable times with advance notice on matters of educational policy and development and on matters relating to the implementation of this agreement.
- D. The principal of a school shall meet with the Federation Building Committee of that school upon the request of the Building Committee to discuss school operations and questions relating to the implementation of this agreement. Proposed changes in existing policies and procedure and new policies and procedures for that school shall be subjects for discussion at said meeting.
- E. Upon the request of the Federation, the Board shall permit a designated regular staff teacher of the Federation or off-duty teacher representative of the Federation to visit the schools to investigate working conditions, teacher complaints or problems, or for any other purpose relating to terms and conditions of this agreement. He shall inform the principal at least one (1) school day in advance of his visit. Upon the representative's arrival, the principal or, in his absence, the acting administrator shall confer with the Federation representative in order to facilitate the purpose of his visit. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.
- F. Teachers who are elected or appointed to full-time positions with the Inkster Federation of Teachers, the American Federation of Teachers Michigan, or the American Federation of Teachers, will, upon proper application, be granted leaves of absence for the purpose of accepting those positions. The leave of absence shall be for a one (1) year period, without pay, and shall be renewed as often as necessary while the said teacher remains with the Federation in any full-time capacity.
- G. The Federation shall be provided adequate bulletin board space in a place readily accessible to all teachers in each school for the posting of notices and other material relating to Federation activities.
  - 1. The bulletin board space allocated shall be identified with the name of the Federation, and the authorized representative of the Federation or his designee shall have the responsibility of posting materials on the bulletin board.
  - 2. During the period of time that is presently allotted for regular school announcements, there shall also be time allotted for announcements concerning Federation bulletins affecting the teaching staff.

3. The Federation shall have the right to place material in the mail boxes of teachers. Placement will be made by the authorized representative of the Federation or his designee.
  4. In schools where there is no Federation representative, a teacher or regular staff member of the Federation will inform the administrator or his designee of his presence, the purpose of his visit, and will present a letter of identification signed by the President of the Federation. When so identified, he will be accorded the rights of the authorized representative, under Section 3, Subparagraph G.1 and G.3 above.
  5. The Union shall give prior notice to the building administrator for meetings to be held in that building involving only those persons who are working in that building. The Union shall give twenty-four (24) hour notice to the administrator of the school for total Federation meetings. The authorized representative of the Federation shall have the right to schedule Federation building meetings in the building during lunch time and before and after the school day of the employees involved.
  6. The Federation shall be given a place on the agenda of regularly scheduled staff meetings for brief reports and announcements.
  7. The Federation will be provided with a mailbox in each and every building within the school system, including the administration building, for the purpose of receiving Federation mail and materials.
- H. Copies of the public agenda of the regular Board meetings, in its entirety, shall be available to the Federation as soon as they are sent to members of the Board of Education.
- I. The school calendar for each school year shall be negotiated by the Federation and Administration. It shall be negotiated and published in detail at the earliest possible date.
- J. Documents indicating the amount of money raised during school-related fundraising activities will, upon request, be made available to the union.
- K. The Board shall cause the preparation of sufficient copies of the contract to be made for distribution by the Federation to each employee plus an additional twenty percent (20%). The Union will pay half the cost of printing contracts.
- L. The supply budget allocation for each school shall be made available to teaching personnel in each building – yearly. Each teacher’s classroom supply allocation shall be provided the first week of each school year.
- M. Teachers shall be given the same consideration as administrative and non-teaching personnel when and if compensatory time is authorized by the Superintendent of Schools.

## ARTICLE IV – CONDITIONS APPLICABLE TO ALL TEACHERS

### SECTION 1: NON-TEACHING DUTIES

- A. The following non-teaching duties shall not be assigned to teachers, and teachers shall not be required to perform the following duties: noon hour supervision, grounds or yard duty, designated area of corridor supervision, cafeteria supervision, scoring of standardized tests, monthly attendance reports, collection of moneys, and clerical tasks other than those directly related to a teacher's job.

It is recognized that certain other activities and functions are either integral to or directly related to the functions of a teacher in a smoothly-running, student-oriented school with limited resources, that teachers may participate in such activities and functions as a part of their basic professional responsibility.

The Inkster Federation of Teachers, the Superintendent or designee, and principals will jointly develop a procedure for supervision of students during passing and dismissal times. After this procedure has been established, teachers shall not receive discipline without following the progressive discipline standards. Teachers may also participate in activities and functions which may include preparation of bulletin boards, and voluntarily attending functions and events outside the defined student day (such as concerts, plays, athletic events, open house, etc.)

- B. Safety Patrol and Service Squad supervision will be voluntary in accordance with current practice.
- C. A teacher may refuse to accept placement of student teachers.

### SECTION 2: SCHOOL FACILITIES

- A. Adequate lunchroom, restroom, lavatory, and lounge facilities with a refrigerator in the lounge for staff use shall be made available in all schools, if possible.
- B. Realizing the Board's recognition of the importance of hot lunch programs, the Federation and the Board will work together developing and implementing a lunch program.
- C. Adequate supplies will be made available in teacher washrooms.
- D. Adequate workrooms for all teachers shall be provided.
- E. Every teacher shall have his/her own room, desk, locked drawer, and an adequate filing cabinet. Teachers not assigned to a particular room shall have a desk, locked drawer, and filing cabinet available for their use.

- F. Adequate assigned parking near the school of employment shall be provided for all teachers. Every effort shall be made to see that the snow and ice are removed from the parking lots following inclement weather prior to the use of the parking lot.
- G. Every student shall have a working station in an assigned classroom.
- H. Office telephones shall be available to teachers for school business.
- I. Teachers shall not be required to work in unswept rooms.
- J. The Board agrees that all buildings shall meet city, county, and state requirements relative to temperature, lighting, safety, and healthy working conditions applicable to each school. Conditions that are unhealthy for students are also unhealthy for teachers.
- K. Teachers shall have a telephone available in each room. Federation officers shall be permitted to use email to distribute notices of concern to the Union. The Board will continue to upgrade the district's technology as funding permits.

### SECTION 3: SUPPLIES

- A. There should be an allotment for all teachers in the fall for the purpose of purchasing supplies.
- B. A current inventory of teaching supplies shall be maintained and made available to all teachers within the building.
- C. The District shall provide teachers with adequate materials and supplies for the instruction of their specific content area.
- D. The District and the Union will form a committee which will evaluate the material and supply needs for the specific content areas for the following school year.

### SECTION 4: PREPARATION/PROFESSIONAL DEVELOPMENT POLICIES

- A. "Preparation/Professional Development periods" are those periods during which the teacher is not assigned to a scheduled classroom teaching responsibility.
- B. All teachers shall be provided with five (5) forty-five (45) minute minimum preparation/professional development periods per week as described below.
- C. While it is recognized that the five 45-minute preparation periods per week are generally to be teacher self-directed for the purposes of planning and preparation, it is also understood that meetings with principals, Individualized Educational Planning Committee (IEPC) meetings, and other occasionally scheduled meetings are an appropriate use of this time.

- D. Except as described above in paragraph C, no assignments, teaching or non-teaching, shall be given during the teacher's regularly scheduled preparation/professional development period, except in cases of extreme emergency. In the event a teacher is assigned during his preparation/professional development period other than as provided above in paragraph C, compensation shall be made as provided for in the contract.
- E. No teacher shall be required to take another teacher's students during the absence of the students' regular teacher. This shall mean not even a fractional portion of the students, except in cases of extreme emergency. In cases of extreme emergency, compensation shall be made at the rate of \$30 per hour.
- F. No administrator shall schedule any teacher for a substitute teaching assignment during his/her preparation/professional development period. No teacher's preparation/professional development period shall be used for substitute duty, except in cases of extreme emergency. Compensation for additional classes shall be paid at the rate of \$30 per hour.
- G. Teachers shall not be required to be present when specialist teachers, such as teachers of art, music, physical education and library, are working with their pupils. This time is to be used for preparation/professional development by the teacher so relieved.
- H. Extreme emergency is understood to mean that a teacher is forced to leave school after beginning his normal teaching duties and, if after vigorous effort, a sufficient supply of substitutes is not available, then a classroom teacher can substitute during his preparation period. In the event a teacher substitutes, he shall be compensated at the rate provided. Names of teachers will be obtained only from a roster taken in September and on a rotation basis.
- I. The equivalent of four (4) workdays of release time will be granted to special education teachers, social workers, speech and language teachers, and school psychologists for the purpose of completing paperwork, planning IEPCs, and evaluating students, with said release time to be scheduled with the approval of the Director of Special Education.

**SECTION 5: TEACHING PERIODS –  
TEACHER WORK DAY, STUDENT LEARNING DAY**

- A. "Teaching periods" are those periods in which the teacher is actively involved with the pupil in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.

**SECTION 6: LUNCH PERIOD OR NOON PERIOD POLICIES**

- A. The "lunch" or noon period is the period regularly designated during which the pupil and/or the teacher is served or consumes his mid-day meal.



B. Every teacher shall have a duty-free lunch period coinciding with the pupil lunch period.

#### SECTION 7: HOMEROOM PERIODS

A. "Homeroom periods" are those periods in which children assemble in the morning for administrative purposes.

B. During the homeroom period all announcements will be made and attendance will be taken.

C. The length of the homeroom period shall be of not more than thirty (30) minutes duration.

## ARTICLE V – SCHOOL YEAR AND SCHOOL DAY DEFINED

### SECTION 1: SCHOOL YEAR

- A. School Year: The school year for teachers will consist of 182.5 total workdays, as delineated in the Calendar appended to this Agreement. The instructional year for students will consist of 172 total days, as delineated in the Calendar appended to this Agreement.

### SECTION 2: SCHOOL DAY

A. School Day:

1. The normal school day shall be approximately six hours and fifty-five minutes per day Monday through Friday, for students. The teacher work day shall not exceed seven hours and twenty-five minutes, which includes reporting time prior to the start of the student school day. All parties also recognize that teaching is a profession that may demand teacher time and attention outside the normal school day. A sample teacher workday schedule is appended to this Agreement. The student day shall begin at 7:45 for the high school and middle school, and at 8:15 for the elementary schools and pre-kindergarten.
2. The Administrator of a building may call a maximum of two (2) one (1) hour building meetings a month. A notice shall be provided twenty four (24) hours before the meeting, with an agenda prior to the meeting.
3. Those periods for which teachers are not assigned to a classroom shall be referred to as preparation/professional development periods. The use of professional development periods for purposes related to teacher functions, as described in Article IV, shall not require additional compensation or time off. This shall not be construed to modify or eliminate the contractual limitations on the use of “preparation/professional development periods” for substitute duty.
4. Special Subject Teachers (K-12). Full-time special subject teachers work the same length school day as their colleagues. They also receive a 30 minute duty-free lunch and a total of at least 45 minutes of preparation time daily. If their student contact time does not equal that of regular classroom teachers, they may be assigned other duties.

### SECTION 3: EMERGENCIES

In cases of emergency, the Superintendent shall announce the closing of school, when possible, one (1) hour before the earliest teacher reporting time. This should be made to the following stations: WCHB, WJR, WXYZ, CKLW, and WJBK, UPN and FOX2.

## ARTICLE VI – CLASS SIZE LIMITATION

### SECTION 1: EXCEPTIONS

The class size limitations below shall apply except as follows: There shall be no distinctions among subject areas with regard to maximum class size, except for reading. The limitation of twenty-five (25) students per class in Article VI Section 2.A.1 shall apply to grades K-2, and the thirty (30) per class limit shall apply to grades 3-12. Staffing ratios shall not apply. The special services, remedial reading and split class limitations shall apply as shall limitations based upon facilities or work stations set forth below. The Board shall explore and consider the feasibility of the state's program that encourages districts to limit primary class sizes to seventeen (17).

### SECTION 2: CLASS SIZES

#### A. Elementary, Middle and Senior High Schools

1. In grades K-2, in all academic areas, not more than twenty-five (25) students per teaching period will be assigned per teacher, where workable. An acceptable reason for exceeding the maximum class size limitations as agreed to may be any of the following:
  - a. There is not space available to permit scheduling of any additional classes in order to reduce class size.
  - b. Conformity to class size objective would result in placing additional classes on a shortened time schedule.
  - c. Conformity to the class size objective would result in the organization of half classes.
  - d. Arrival of new students to the district and/or transfer of students within the system require individual classes to exceed maximum.
2. In grades 3-12, not more than thirty (30) students per teacher per teaching period will be assigned, where workable, as described in Article VI, Section 2.A.1 above.
3. When class size exceeds the above maxima and no other adjustments are feasible, the Board shall pay the teacher a stipend for class size excesses as follows: Number of additional students x (times) number of hours with additional students x (times) one dollar (\$1). The above prorated stipend will be paid for as long as maxima are exceeded. Class size overage stipends will be paid before the first paycheck of the following school year.

## B. Elementary Schools

1. Further class limitations shall include the following:
  - a. Special services: Speech correction and therapy visiting teacher, homebound pupils, physically handicapped, and classes for exceptional children. Special Education sections as regulated by State and Federal laws.
  - b. Music: The general classes will be the class size for the elementary schools and will be left to the discretion of the teacher and principal.
  - c. Remedial Reading.
  - d. Split classes shall be no less than three (3) students (preferably 5) below the contract maximum. If two (2) limits apply, the smaller of the two (2) shall prevail.

## C. Secondary Schools

1. Shop: The number of students shall be limited to the number of stations, where workable, as described in Article VI, Section 2.A.1 above.
  2. Music: Special Classes (Chorus, Music Appreciation and Instrumental Music) will be left to the discretion of the instructor and the principal.
  3. Homemaking: The number of students shall be limited to the facilities available, where workable, as described in Article VI, Section 2.A.1 above.
  4. Special services: Physically handicapped, classes for exceptional children, speech correction and therapy, school social worker, Special A and Special C, as regulated by State and Federal Law
  5. Specialized/Technical Courses: Any specialized subject area that requires specific designated work stations, the number of students assigned shall be limited to the number of stations, where workable, as described in Article VI, Section 2.A.1.
- D. Class size is to be determined by the number of students in a classroom per teacher hour. Special provisions shall be made for experimental courses and special courses.

## ARTICLE VII – SELECTION AND ASSIGNMENT OF STAFF

### SECTION 1: SELECTION AND ASSIGNMENT OF STAFF

- A. The Board, through its Superintendent, and together with the principal of each school, will select and assign teaching personnel. In considering such assignments, the Board shall be guided by the best interests of the students and the school, and shall consider such factors as area of certification, prior teaching experience and performance (including but not limited to experience and performance in the specific curricular area or grade level under consideration), seniority, “No Child Left Behind” requirements, and potential disruption of classes and schools.
- B. Should a vacancy arise in the District, it shall be posted for no less than fourteen (14) calendar days on staff lounge and workroom bulletin boards within the school year, and mailed to the Union President during vacations. There shall be no other procedures, requirements, or limitations on the filling of vacancies, initial and subsequent assignments, transfers, promotions, layoffs and recalls, and any other change of status of teaching personnel, except as set forth below.
- C. The Administration, at its option and discretion, may place a newly hired teacher on the salary schedule from Step 1 to Step 8.

### SECTION 2: PROCEDURES REGARDING ASSIGNMENTS AND TRANSFERS

- A. “Assignments” shall mean “teaching assignments,” and shall consist of the teacher’s school or schools, grade level or levels, subject area(s), and department(s).
- B. The word “transfer” as used in this Agreement shall mean the movement of a teacher from one teaching position in one school to a teaching position in another school; or from one grade level or subject area to another within a school.
- C. All bargaining unit vacancies shall be posted as set forth above in Section 1. All teachers shall have the right to apply for any vacant bargaining unit position. However, no teacher will be permitted to apply for a position before the official posting date for the vacancy.
- D. Effective as of the 2006-07 school year, teachers shall be notified of their assignments for the following school year, in writing, no later than June 1. In the event of any change or reassignment, teachers shall be given written notice as early as possible.
- E. A teacher may express in writing to the principal, on or before April 1st, his or her preference for a change of assignment in any of the following categories: grade level, subject area, school or schools, or departments. Teachers requesting transfer to another school shall also provide written notification to the Superintendent of their request. Requests for transfer are not guaranteed, but shall be evaluated based on position openings and availability, performance and experience, seniority, and the programmatic needs of the school(s). A

teacher's request for transfer to another school may also be subject to approval by the principal of the school to which the teacher desires to transfer.

- F. Changes in assignments or involuntary transfers may be made based on the factors set forth in Section 1, above. An involuntary transfer shall not be made for arbitrary or capricious reasons and shall be made only after a meeting between the bargaining unit member, a representative of the Federation, and a representative of the District, at which time the bargaining unit member will be notified of the reason for the transfer. The teacher may have a Federation representative present at such meeting.
- G. The Inkster Board of Education and the Inkster Federation of Teachers acknowledge that a teacher who is required as of the end of the 2005-06 school year to be "highly qualified" (as defined by the Michigan Department of Education) for his/her teaching assignment and is not "highly qualified" for his/her teaching assignment shall be assigned to a vacancy for which he/she is "highly qualified." They further agree that if there is no vacancy for which said teacher is "highly qualified," said teacher shall be treated under Article VII Section 3 of this Agreement as if his/her current position had been eliminated.

### SECTION 3: PROCEDURES REGARDING STAFF REDUCTION AND RECALL

- A. In the event a demonstrable need (declining enrollment, financial exigency, program changes, etc.) causes it to be necessary to reduce staff, the Superintendent shall meet with representatives of the Federation to discuss the problem. If staff reduction is necessary, the following procedures shall be observed:
  - 1. The primary considerations in determining which teachers shall be laid off shall be the certification and qualifications of the teachers for the positions available, as set forth in state law. Seniority shall govern if qualifications are equal.
  - 2. In addition, a teacher who is selected to be laid off shall have the right to apply for a transfer to any vacancy for which he or she is certified. Such transfer requests shall not be arbitrarily or capriciously denied.
  - 3. A tenured teacher on leave shall be treated as if currently teaching. Seniority shall be counted up to the day of the beginning of the leave.
  - 4. Teachers shall be provided a minimum of thirty (30) calendar days written notice prior to layoff. If statutory notice requirements are applicable, they shall be included.
  - 5. Tenured teachers on lay off shall be offered recall to available positions for which they are highly qualified, in the order in which they have been laid off (i.e., first laid off - first recalled), subject to the requirements of state law. Non-tenured teachers may be offered recall to available positions for which they are highly qualified, in the discretion of the District. Recall rights shall extend for a period of time equal to the teacher's service in

the District, up to a maximum of five (5) years from the date of the teacher's separation from the District.

6. Teachers on lay-off shall be given first priority on temporary positions for which they are highly qualified, in the order in which they have been laid off. This right to be offered temporary position(s) shall extend for a period of time equal to the teacher's service in the District, up to a maximum of five (5) years from the date of the teacher's separation from the District. Laid-off teachers are obligated to keep the District informed of any change in their address.
7. Teachers on lay-off shall be placed at the top of the daily substitute list.

#### SECTION 4: REPEAL OF TENURE ACT

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

## **ARTICLE VIII – SENIORITY**

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



## ARTICLE IX – LEAVE OF ABSENCE

### SECTION 1: GRANTING AND AREAS OF LEAVES

- A. Leaves of absence, without pay, may be granted tenure employees for:
1. Advanced professional or academic training.
  2. Travel in foreign countries.
  3. Parental.
  4. Illness and recuperation.
  5. Maternity leave.
  6. Leaves covered by and in accordance with the Family Medical Leave Act (FMLA).
  7. Military leave.
  8. Peace Corps or any other government sponsored activity related to education.
  9. Appointment to a position with the American Federation of Teachers, the American Federation of Teachers Michigan, or Inkster Federation of Teachers.
  10. Other reasons which are deemed sufficient by the Board of Education.
- B. The Board of Education shall grant a leave of absence of one (1) year or one (1) semester, without pay but with increment, for completion of an advanced course of study in an educational institution of recognized rank upon request of the employee.
- C. Leaves of absence shall be granted for periods of a full year, a full semester or for an unfinished portion thereof. An employee may request a leave for a maximum period of one (1) year. However, if extenuating circumstances arise, the Board may grant an additional leave of one (1) year upon written request of the employee.
- D. Military leave of absence shall be granted for teachers involved in the Selective Service process, recalled pursuant to Public Law 56 of the 82nd Congress, in reference to reservists, or for voluntary enlistment. Every effort shall be made to place returning employees with physical handicaps.

E. Appointment to full-time positions:

1. Teachers who are elected or appointed to full-time positions with the Inkster Federation of Teachers, The American Federation of Teachers Michigan, or The American Federation of Teachers, will, upon proper application, be granted leaves of absence for the purpose of accepting those positions. Teachers granted such leaves of absence shall retain all insurance and other benefits except the premium payment thereof, and shall continue to accrue seniority for salary increments and other purposes as though they were in regular service. Upon return to service they shall be placed on the assignment which they left with all accrued benefits and increments that they would have earned had they been on regular service.
2. Teachers on such leaves of absence may be permitted to pay their regular contributions to all plans requiring such contribution. The Board agrees to recommend to the Public School Employees Retirement System that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes.

F. Seniority shall continue while teacher personnel are on those leaves of absence defined in the contract.

## SECTION 2: LEAVE PAY

- A. A teacher shall receive eleven (11) sick leave and three (3) personal leave days annually. A teacher may accumulate unlimited leave days.
- B. All teachers will be paid one-fourth (1/4) of all unused accumulated leave days on retirement in good standing from the system after ten (10) years of service, and one-half (1/2) of all unused accumulated leave days after fifteen (15) or more years of service. Effective as of the 2006-07 school year, under normal circumstances, teachers will notify the Superintendent of their intention to retire no later than April 15. Any bargaining unit member with less than 100 accumulated sick leave days as of June 30, 2000 shall be capped at 100 unused accumulated leave days for the purposes of payout. Every bargaining unit member as of June 30, 2000 with more than 100 accumulated leave days shall be frozen with the amount they have accumulated as of that date. This shall not prevent bargaining unit members from accruing or using such days in excess of 100. All teachers using less than five (5) deductible leave days per year shall receive four (4) days sub pay as a bonus at the end of the school year. Under this clause, upon the retirement in good standing of a teacher who was employed by the District as of June 30, 2000, the District shall determine the number of accumulated leave days the teacher had as of June 30, 2000. If the teacher had more than 100 days as of June 30, 2000, then upon retirement the teacher shall be paid for the days he or she had as of that date (June 30, 2000) as provided in the first sentence of this paragraph. If the teacher was employed as of June 30, 2000 but had 100 or fewer days as of June 30, 2000, or if the teacher was not employed until after June 30, 2000, then the teacher shall be paid as provided in the first sentence, but for no more than 100 accumulated days.

- C. Absences occasioned by an emergency illness in the immediate family shall be allowed full pay as in the case of personal illness. The immediate family includes wife, husband, children, mother, father, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, grandchildren or any other relative or non-relative making his home in the household of the employee as a member of the family.
- D. Any absences of more than three (3) consecutive days must be verified by one's doctor. While it will not be necessary for the Employer to require a doctor's note for all absences, the Employer reserves the right to require a doctor's note for the following reasons:
- to prevent possible abuse of sick leave (i.e., to prospectively require a doctor's note after a pattern of absence has been established);
  - to determine whether the employee is medically able to return to work; or
  - to determine the employee's fitness for continued service.

### SECTION 3: FUNERAL LEAVE, NON-DEDUCTIBLE

- A. Absence occasioned by attendance at a funeral of the immediate family shall not be construed as deductible leave. Funeral leave for the immediate family shall be five (5) school days. Any extension beyond five (5) school days will be deducted from Leave Days. The immediate family shall be defined as under Section 2.C above.
- B. In the event the funeral of a staff member occurs on a school day, that school shall be dismissed for attendance at the funeral. One employee from each of the remaining buildings, and more where possible, shall be permitted to attend the funeral of a co-worker upon request.
- C. For the death of a relative not mentioned, and/or other member of the household, two (2) days shall be granted for the funeral, said days to be deducted from the employee's accrued Leave Days.

### SECTION 4: SABBATICAL LEAVE

- A. The following shall constitute the qualifications and conditions for sabbatical leaves of absence.
1. The teacher shall be eligible for sabbatical leave after seven (7) years of employment.
  2. The leave may not exceed two (2) semesters.
  3. The leave must be requested as early as possible before the beginning of the semester in which the leave will begin, and commence at the beginning of the school term.

4. Temporary teachers will hold the positions of and for teachers on leave.
5. The Board shall compensate one-half (1/2) of the salary that would normally be paid to the employee, as defined in the salary schedule.
6. Upon completion of a sabbatical leave, the teacher is obligated to return to the District for assignment for a period of one (1) year, except for good cause.
7. On the employee's return, he/she shall be placed in his/her former position with full seniority status and pay. Contracts, increments, and other benefits shall continue.
8. While on leave, retirement and federal income tax deductions will be made and disbursed by Central Office.
9. Applications will be considered by the Superintendent's Office on the basis of seniority.
10. The Board of Education has the right to limit the number of persons going on leave at one time.

#### SECTION 5: PROFESSIONAL BUSINESS LEAVE

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

#### SECTION 6: HOLIDAY PROVISIONS

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

## SECTION 7: RESIGNATION

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

## SECTION 8: VACANCY

- A. Definitions:

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

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

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

**ARTICLE X – SALARIES AND FRINGE BENEFITS**

**SECTION 1: SALARIES**

**A. Salary Schedules:**

1. Salaries will be in accordance with the schedules appended to this Agreement.
2. Non-certified teachers will be paid a maximum of \$34,650 and will not be placed on the salary schedule until certified. The District shall have sole discretion whether to grant such teacher prior service credit upon their becoming certified.
3. Curriculum coordinators shall receive an annual stipend of \$1,750, MEAP coordinators shall receive an annual stipend of \$2,500, and Academy coordinators shall receive an annual stipend of \$4,000. There shall be no increases in these stipends during the remainder of the contract term.

**B. Additional Credits**

Pay for additional credits shall as follows.

- |                                 |         |
|---------------------------------|---------|
| 1. Outside Experience           | \$ 187  |
| 2. Military Service             | \$ 378  |
| 3. Thirty Hours Beyond MA/MS    | \$1,226 |
| 4. Second Masters               | \$1,319 |
| 5. Specialist Degree            | \$1,412 |
| 6. Doctorate                    | \$2,356 |
| 7. National Board Certification | \$2,500 |

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

Outside experience may be credited for up to ten (10) years provided the teaching experience was obtained at an institution accredited by North Central or its geographical counter-party (regional equivalent). This shall apply to new hires only.

C. Longevity.

Longevity pay shall be as follows.

15 Years	\$ 282
20 Years	\$ 658
25 Years	\$1,036
30 Years	\$1,412
35 Years	\$1,788
40 Years	\$2,166

Effective with the 2007-08 school year, longevity pay shall be as follows:

15 Years	\$ 500
20 Years	\$1,000
25 Years	\$1,200
30 Years	\$1,600
35 Years	\$2,300

Longevity will be paid in a separate check on the first pay in December. Taxes and Social Security will be deducted. Longevity is paid in December of the year following completion of the requisite number of years.

- D. Pay Advance: If a vacation begins prior to, but during the same week as a scheduled pay, the Board will distribute paychecks by the close of the last working day of that week for teachers. The District shall make reasonable efforts to distribute pay by 10:00 a.m.
- E. Additional hours and/or degree programs must be earned at institutions that are officially recognized and accredited by the Official State Educational Agency in which they are located, or by the Commission on Post-Secondary Institutions and the North Central Association of Colleges and Schools or its geographic counterpart. A teacher can qualify for additional credit if the university or college meets any of the above requirements. Movement from the BA to any advanced degree column of the Salary Schedules in Appendix A, or movement to a certification for which there is a contractual stipend, shall occur on the first paycheck of the school year. If a teacher receives the advanced degree or certification at the

end of the fall semester (i.e., in December), then movement to the higher salary shall occur on the first paycheck of the second semester of the school year.

- F. Inkster High and Inkster Middle School Counselors may be required to work an additional week before and two (2) weeks after the opening and closing dates on the school calendar. If so, they shall be compensated (in addition to their contract salary) at their normal rate.

## SECTION 2: FRINGE BENEFITS

For the 2009-10 school year, there will be no change to the insurance provisions contained in Article X Section 2. During the 2009-10 school year, a Health Care Advocacy Committee shall be formed and shall meet on a regular basis to explore health care insurance options. The committee shall be comprised of a maximum of 5 members appointed by the Union and a maximum of 5 members appointed by the Superintendent.

- A. Health Insurance: The Board shall provide fully paid Health Insurance, with MEBS as the third party administrator, as follows.

Flexible Blue Medical Coverage with Flexible Blue Rx Plan 2

with the \$2,500 / \$1,250 deductible fully paid by the Board

with Rider FB – RM100 and Rider FB – PC 500M

with Rider FB – OCSM-24

with Rider CI, Rider PCD2, and Rider PD-CM

with \$10/60 (\$2,000 max) prescription copay

with Rider FB – CM2000/4000-P,4000/8000-NP

- B. Health Insurance Declination: Employees shall be eligible for a bonus of \$2,600 annually if they waive health insurance coverage for a full year. The bonus shall be payable in December of each year. An employee forced to enroll due to a substantial life event after receiving a bonus for the year shall not be required to return the bonus to the District. The bonus may be subject to normal payroll taxes but is not subject to retirement contributions.

To be eligible for the bonus, the employee must provide evidence, satisfactory to the District, that he or she is covered by the health insurance of a spouse or other individual at the time the employee waives insurance coverage

- C. The Board shall provide a group life insurance policy in the amount of \$25,000 for each member of the bargaining unit.
- D. The Board shall provide disability insurance for disability in excess of six (6) months.
- E. The Board will provide Blue Cross Dental - CR-25-25-50, MB 600, or its equivalent.



- F. The Board shall provide optical insurance for the employee and his/her family.
- G. Extra Pay Schedule: The Board shall pay the extra pay schedule as it appears in the Appendix.
- H. Paraprofessionals: The Board shall provide a limited number of paraprofessionals. It shall be understood that the primary purpose of the paraprofessionals shall be to perform duties specifically geared to facilitating the work of the classroom teacher.
- I. Payroll deductions are for the following purposes upon written authorization of the teacher:
  - 1. U.S. Savings Bonds
  - 2. United Fund Contribution
  - 3. Teachers' Credit Union
  - 4. Federation Union Dues
  - 5. Tax Sheltered Annuities
  - 6. Detroit City Income Tax
  - 7. Other purposes approved by the Union and the Board
- J. Teachers shall have the option to have their salaries prorated for twenty-two (22) or twenty-six (26) pay periods by written authorization to the Board. The authorization must be presented to the Superintendent/Business Office no less than three (3) days after receipt of the salary statement and can only be altered in cases of termination, retirement or death.
- K. When student population exceeds 1,800, the parties shall establish a joint committee to explore the possibility of reinstating a retirement incentive.

### SECTION 3: INFORMATION

- A. The Federation shall be provided salary statements for all employees of the District and complete financial data of the District.
- B. Professional Dues: Union dues or Agency Shop fees will be withheld from all teachers as per the Agency Shop agreement (Article XVII). Deductions for professional dues shall begin on a specific date mutually agreed upon by the Board and Union and will continue for ten (10) consecutive pay periods with equally distributed amount of payments deducted, unless otherwise changed by mutual agreement.

## **ARTICLE XI – LIBRARIANS**

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

## **ARTICLE XII – DISCIPLINE**

- A. A Board-approved disciplinary code, complete with recommended disciplinary procedures and techniques, shall be compiled and provided to all staff members as close to October 1, 2006 as possible.
  
- B. A teacher may exclude from his class any child who, in the teacher's opinion, is causing serious disruption. The teacher should confer with the principal or assistant principal or counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing at the time or within twenty-four (24) hours. The teacher will re-admit the child after some adjustment has been made as per the Student Code of Conduct, or following a conference with the principal or teacher and including at least two of the parties below:
  - 1. Assistant Principal
  - 2. A Counselor
  - 3. School Social Worker, School Psychologist, Attendance Officer
  - 4. The Child
  - 5. A Parent of the child

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

- C. Following such a conference, one of several courses of action will be taken:
  - 1. The child will be returned to the class with the understanding that he will correct his behavior.
  - 2. Depending on the seriousness of the infraction, the child may be returned to class while his case is being referred to one of the Special Services (School Social Worker, Psychological Clinic, Attendance Department, etc.).
  - 3. The child will be suspended by the principal.

D. Examples of offenses for which teachers may exclude students from class are:

1. Profanity or obscenity
2. Fighting
3. Gambling
4. Smoking
5. Skipping Class
6. Deliberate and open defiance of authority
7. Inciting others to violence or disobedience
8. Petty theft
9. Petty vandalism

E. Examples of offenses which require principals to notify police:

1. Extortion of money or articles
2. Possession of narcotics
3. Arson or attempted arson (notify Fire Department)
4. Use or possession of alcoholic beverage
5. Serious theft
6. Serious vandalism
7. False reports of fire and bombs
8. Possession of knife or other weapon
9. Possession and/or sale of fireworks

F. Suspension may result from any persistent disobedience that interferes with the well-being of other students or that prevents the teacher from carrying on normal class activities.

G. Where a principal is unwilling or unable to support teachers in maintaining proper school discipline, the matter may be referred to Step 2 of the Grievance Procedure.

- H. The Principal shall report to the Superintendent all cases of injury and assault suffered by teachers in connection with their employment in which injuries have been suffered or appear to have been suffered or in which there appears to have been malicious intent. The report shall be in writing and shall be submitted within twenty-four (24) hours of the commission of the assault/injury.
- I. A child who assaults a teacher in any manner will be suspended (age and size of the offender will be taken into consideration).
- J. Teacher absence resulting from being assaulted while in the course of his employment is not to be charged against the teacher, and the teacher's regular gross earnings will be maintained. In addition, any non-reimbursed medical, optical, or dental bills shall be paid by the Board, providing Board Policy and State Codes have been adhered to relative to discipline problems, less what the employee may draw from Workmen's Compensation and/or any other benefit provided by the Board.
- K. Whenever a Federation member is subjected to physical abuse by a student(s), the Board and administration shall assist said member in securing due process.
- L. The District and Federation shall establish a joint Discipline Committee, consisting of an equal number of Federation and District representatives, to review and recommend to the Board discipline policies for the District and appropriate support systems.

## **ARTICLE XIII – GRIEVANCE POLICY AND PROCEDURE**

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

### **SECTION 1: DEFINITIONS**

- A. A “grievance” is a complaint by an employee in the bargaining unit, or by the Federation in its own name, that a policy or practice as covered in the contract is considered improper or unfair, that there has been a deviation from, or the misinterpretation or misapplication of a practice or policy as covered in the contract; or that there has been a violation, misinterpretation or misapplication of any provision of any agreement existing between the parties hereto. Arbitration shall be limited to grievances asserting a violation, misinterpretation or misapplication of a provision of this collective bargaining agreement. Grievances concerning any other matter within the definition of “grievance” shall be processed no further than step 3, below.
- B. Whenever the term “teacher” is used, it is to include any member or members of the bargaining unit. Whenever the singular is used, it is to include the plural. Wherever “notice” is used, it is contemplated that such be written notice to all persons concerned.
- C. Wherever the term “school” is used, it is to include any other work location or functional division or group in which a grievance may arise.

### **SECTION 2: PROCEDURES FOR ADJUSTMENT OF COMPLAINTS OR GRIEVANCES**

- A. Informal Conference: The teacher with a grievance, within five (5) school days, may first discuss the matter with the principal or his/her immediate supervisor, directly or accompanied by the Federation and/or other representative, as specified in Article I, Section B, with the objective of solving the matter informally (i.e., the discussion to be oral).
- B. Step 1: In the event the matter is not resolved informally, or if the teacher desires, the grievance, stated in writing, may be submitted to the principal of the school in which the grievance arises within five days of the principal’s verbal answer.
  - 1. The grievance shall be lodged and thereafter discussed with the principal:
    - a. By a teacher accompanied by a Federation representative.
    - b. By a Federation representative, in the name of the Federation.

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

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

1. Within five (5) school days after delivery of the appeal, the Superintendent of Schools, or his representative, shall have:

a. Investigated the grievance.

b. Given all persons who participated at Step 1 and the representative of the Federation an opportunity to meet and confer with all parties concerned, and rendered a written decision.

2. The Superintendent of Schools, or his representative, shall give to all parties concerned at least two (2) days prior notification of the conference.

D. Step 3: Within twenty (20) school days after receiving the decision of the Superintendent, or his representative, the Federation may appeal the decision in writing to the Board of Education, which shall give the Federation opportunity to be heard within fifteen (15) school days after delivery of the appeal and shall communicate its decision in writing, together with supporting reasons, to the Federation within twenty (20) school days after delivery of the appeal.

E. Step 4: If the Federation is dissatisfied with the decision of the Board of Education, the Federation, and only the Federation, may within twenty (20) school days:

Submit a grievance under this agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association at the equal expense of both parties. Arbitration shall be limited to grievances asserting that there has been a violation, misinterpretation, or misapplication of a provision of this collective bargaining agreement. Grievances concerning any other matter within the definition of "grievance" shall be processed no further than step 3, above.

The arbitrator's decision shall be binding upon both parties. The arbitrator shall confine his opinion and set forth his conclusions on the issues submitted to him on any matter within the definition of a grievance that may be submitted to arbitration as defined in Section 1.A.

F. All arbitration awards shall be paid within 10 (ten) working days of receiving the arbitrator's decision.

- G. The arbitrator shall have no authority to render an award that adds to, subtracts from, or otherwise modifies any provision of the Contract between the parties.
- H. Should either party challenge the decision of an arbitrator in a court of law and lose, then that party shall be responsible for the legal costs and court fees of the winner.

### SECTION 3: APPEARANCE AND REPRESENTATION

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



#### **ARTICLE XIV – POLICIES RELATING TO TEACHER FILES**

- A. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he read the material to be filed and does not necessarily indicate agreement with its content. In the event the teacher refuses to sign the material, the administrator involved will note the same and have the material placed in the personnel file anyway. A Federation officer shall witness the refusal and initial same.
- B. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.
- C. The teacher shall be permitted to reproduce any material in his/her file at the cost of 10¢ per page, subject to the provisions of the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act 397 of 1978, appended to this Agreement).
- D. If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The length of the statement shall be in accordance with the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act 397 of 1978, appended to this Agreement).
- E. Communications of a non-professional nature (i.e., letters from parents) shall not be placed in a teacher's file.
- F. Upon request in advance, the teacher shall have the right to see all material in his/her personnel file from the date of his appointment.

## **ARTICLE XV – OTHER WORKING CONDITIONS**

### **SECTION 1: JURY DUTY PAYMENT**

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

### **SECTION 2: DEMOCRATIZATION POLICIES**

- A. The teacher shall have complete academic freedom from interference in the conduct of class, including the grading of students, in his/her area of instruction. Notwithstanding the foregoing, teachers shall implement the academic program adopted by the District.
- B. Department Heads. Duties and Responsibilities, set forth below, shall be split between senior teachers and curriculum coordinators, in accordance with their job descriptions.

#### **Duties and Responsibilities:**

1. To help coordinate the work of the teachers within the department, with the aid of the principal.
2. To assume responsibility for the preparation of curriculum guides for the department.
3. To prepare and keep inventories of equipment and supplies within the department.
4. To aid in the interviewing and orientation of new teachers for the department.
5. To aid in the evaluation of the department.
6. To serve as liaison person between the department and other instructional departments and divisions of the school system.
7. To assist in scheduling of classes.

### **SECTION 3: INVOLVEMENT IN FEDERAL AND STATE PROGRAMS**

- A. The bargaining unit shall have representation on all committees involving federal programs and shall participate in how, where, and when all federal moneys are spent in the district.

- B. Committees that plan new programs shall include department heads, Inkster Federation of teachers President (or designee), and teachers who have specialized in the subject area under consideration.
- C. If compensation for committee work is available through the grant provided by the Federal or State program, said compensation shall be provided to the teacher.

#### SECTION 4: CURRICULUM IMPROVEMENT

The Board of Education, the Administration and the Federation shall work together toward general curriculum improvement throughout the system in the interest of providing a quality education to all students without regard to race, creed, color or social economic background.

#### SECTION 5: CONFERENCES

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

#### SECTION 6: SUMMER SCHOOL AND/OR PROGRAMS

- A. Anticipated positions will be listed and described by the Superintendent. Such lists will be posted in all schools before the end of the day on which summer school is established.
- B. Whenever possible, the teacher shall receive his choice of schools and/or subjects.
- C. Summer school personnel shall receive a statement describing classes to be taught and rate of compensation.
- D. Preference will be given to classroom teachers who have taught in the system for two years or more and who are currently teaching the subject or grade-level.
- E. A teacher shall work no more than four (4) of any six (6) summers unless no other eligible applicants are available. This shall be determined by counting back from the current year. Eligibility shall be renewed after being off two (2) of six (6) summers. Retirees are not eligible. Persons on layoff shall be eligible for a period of eighteen (18) months following their layoff, providing they are not under contract with another school system.
- F. Teachers shall be notified one week prior to the start of summer classes and/or the establishment of additional new classes. In the event a class or classes are opened, preventing the one week's notice, the required notice shall be waived.
- G. Seniority in summer school shall operate when it is necessary to reduce or obtain positions.

## SECTION 7: TEACHER-IN-CHARGE AND PRINCIPAL ABSENCE

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

## SECTION 8: HOURLY RATES

- A. The Summer Driver Education, Adult Education and Summer School hourly rate shall be \$30 per hour for certified teachers.

## SECTION 9: HEALTH, SAFETY AND WELFARE

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

## SECTION 10: TEACHER EVALUATIONS

- A. The primary objective of evaluating teachers is to improve the quality of instruction. The secondary objective is to permit decisions relative to retention or severance of teachers in accordance with the tenure laws.
  - 1. Each probationary teacher shall be evaluated and receive the results of said evaluation at least once each school year of the probationary period. A written evaluation must be based on at least two formal observations. There may also be informal observations.
  - 2. Tenure teachers shall receive a formal evaluation at least once every three years. Said evaluation shall be based upon at least two formal observations. There may also be informal observations.
- B. Observations of the work of a teacher shall be conducted openly and with the knowledge of the teacher. It is also understood that informal observations are ongoing and take place in the context of a professional environment in which overall professional performance is reflected in day to day performance and in contacts with peers, students, parents, and others.
- C. Each formal classroom observation shall be preceded by a pre-observation conference between the administrator and the Teacher so that the Administrator can be apprised of the teacher's objectives, methods and materials planned for the teaching-learning situation during which the teacher is to be observed. Prior to the formal classroom observation, the teacher will be requested to complete a pre-observation form and return it to the Administrator assigned to evaluate said teacher. Informal classroom observations need not be preceded by a pre-observation conference.
- D. The Administrator shall prepare and provide the written evaluation instrument to the teacher with recommendations within fifteen (15) workdays of the last formal classroom observation to be used in that evaluation.
- E. The Administrator after a formal observation shall hold a post-observation conference within fifteen (15) workdays of the formal observation.
- F. If an Administrator believes a teacher is doing unacceptable work the reasons therefore shall be set forth in specific terms.
- G. An Individualized Development Plan shall be developed after any formal unacceptable observation. If the teacher's evaluation states that his/her work is unacceptable, then the Administrator and the teacher shall develop a plan of improvement which:
  - 1. Identifies specifically the area that needs improvement.
  - 2. Provides the teacher with specific written recommendations for improvement, which are stated in observable terms.

3. Develops a fair and workable timeline for such improvement. This timeline may include follow up visits.
  4. Provides a program of assistance that may include materials, resources, Professional Development and any other assistance that the Administrator and the teacher may agree upon.
- H. All performance evaluations shall be signed by the Administrator and the teacher. The teacher shall be given one workday after receiving the evaluation to review it, reflect on it, respond to it (if so desired), sign it, and return it to the Administrator. The teacher may submit a written response and have it attached to the formal evaluation, subject to the provisions of the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act 397 of 1978, appended to this Agreement). The formal evaluation instrument will be forwarded to the appropriate Administrator and a copy placed in the teacher's personnel file.

#### SECTION 11: SUBCONTRACTING

- A. Bargaining unit work will not be subcontracted if doing so will result in the lay off of a current unit member or in the elimination of a position held by a bargaining unit member as of April 18, 2000.
- B. The District shall be permitted to subcontract substitute teaching services. This shall be done on a trial basis for the life of the agreement, and shall be discontinued after any academic year upon agreement by the parties.

#### SECTION 12: PROFESSIONAL DEVELOPMENT PLANNING

For purposes of the last district-wide professional development day, Inkster Federation of Teachers representation will be included in the collaborative professional development planning process. Inkster Federation of Teachers Officers will determine Inkster Federation of Teachers representation for this day. There shall be equal representation between administrative staff and IFT. These practices must be relevant to student achievement, and conform to Michigan Department of Education and IDEA rules.

## **ARTICLE XVI – PROMOTION OF HUMAN RIGHTS AND EFFECTIVE INTEGRATION**

### **SECTION 1: CIVIL RIGHTS**

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

### **SECTION 2: TEXTBOOK AND COURSE STUDY REFORM**

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

### **SECTION 3: STAFF INTEGRATION**

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

### **SECTION 4: DEFACTO SCHOOL SEGREGATION**

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

## SECTION 5: ACHIEVEMENT AND INTELLIGENCE TEST REVISION

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

## SECTION 6: SOCIAL REFORM

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

## SECTION 7: FEDERAL PROGRAMS TO IMPLEMENT INTEGRATION AND DESEGREGATION

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

## SECTION 8: A JOINT CIVIL RIGHTS SCHOOL COMMITTEE

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



## **ARTICLE XVII – UNION DUES AND/OR AGENCY SHOP**

- A. The Board shall deduct from each employee an amount equal to the current Federation dues. Such payments shall continue year to year automatically.
- B. Deduction of Federation dues and agency fees will begin within one (1) pay period after formal notification of the amounts to be deducted.
- C. The Board and the Federation recognize that the benefits of the collective bargaining contract apply to all members of the bargaining unit whether such members are full or agency shop. The following method is designed to enable all such members of the bargaining unit to support and have the support of the efforts of the bargaining agent.
- D. All teachers within the bargaining unit, as defined in Article I hereof, shall be free to join or not to join the Union, and there shall be no penalty or other disability for the failure of any member of the bargaining unit to join the Union.

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

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

The employer agrees to notify the Union of new employees hired and of employees leaving the employment of the employer within this special unit. The employer agrees to transmit each month the sums deducted under this clause to the Federation.

## APPENDIX A – SALARY SCHEDULES

### Appendix A

For the 2009-10 school year only, teachers who were on Steps BA-10, BA-11, MA-10, and MA-11 during the 2008-09 school year shall move up a half step in accordance with the following 2009-10 salary schedule. The half steps will be in place for one year only. For the 2009-10 school year only, teachers at Steps BA-12 and MA-12 will receive a 1% off-schedule increase added to the salary shown in the following 2009-10 salary schedule.

<b>Step</b>	<b>BA</b>	<b>MA</b>
1	34,677	38,144
2	36,411	38,203
3	38,231	42,456
4	40,342	45,012
5	42,359	47,488
6	44,476	50,100
7	46,930	53,116
8	49,276	56,586
9	52,257	59,698
10	54,860	63,593
10½	56,976	66,570
11	58,722	69,027
11½	62,628	74,403
12	65,852	78,839

## APPENDIX B – EXTRA-CURRICULAR POSITIONS

Sessions are defined as practice time held outside of school hours equal to one hour. These are spent in preparation for a match, performance, game, concert, meet or any other extra-curricular activity. All extra assignments, except those assignments covered by the State Tenure Act, will be awarded on an annual basis with the following provisions:

1. The qualifications for the positions will be as stipulated in the posting.
2. An evaluation will be made by the building Principal and Superintendent, with input from the Athletic Director, if appropriate.
3. The evaluation instrument will be as it exists in the contract for Probationary Teachers with modifications to fit the respective position.
4. Approved mileage will be paid at the IRS rate per mile, with a three (3) mile minimum credited.

### HIGH SCHOOL

Activity	Stipend
Athletic Director	\$3,972
Head Coach (Football, Basketball)	\$3,580
Head Coach (Baseball, Tennis, Wrestling, Swimming, Cross Country)	\$2,094
Assistant Coaches (Football, Basketball)	\$2,094
Marching Band	\$2,319
Play Direct	\$1,000
Yearbook	\$661
Cheerleader	\$992
Debate	\$661
Assistant Band	\$992

### MIDDLE SCHOOL

Activity	Stipend
Athletic Coordinator	\$992
Coaches (Football, Basketball)	\$1,655
Coaches (Baseball, Track)	\$992
Marching Band	\$992
Cheerleader	\$661
Play	\$400
Yearbook	\$502
Voc. Ed	\$763

**OTHER ASSIGNMENTS**

<b>Activity</b>	<b>Stipend</b>
Assistant Coaches (not listed)	\$1,323
Safety / Service Squad	\$318
Department Head	\$509
Inst. / Vocal Music	\$763
Counselor	\$763
HS Instrumental Music	\$509
Special Education	\$763
Speech Therapy	\$763
School Social Worker	\$763
HS Voc. Ed	\$763
Remedial Reading	\$763
Elementary Yearbook	\$314
Academic Coordinator	\$4,000
MEAP Coordinator	\$2,500
Curriculum Coordinator	\$1,750

## APPENDIX C – SAMPLE DAY

The following is a Sample Day, for illustrative purposes only, and does not necessarily indicate the actual schedule.

<b>Elementary</b>	
8:05 – 8:15	Plan
8:15 – 8:40	PER 0 MM
8:40 – 8:45	passing
8:45 – 10:20	PER 1/2 Reading
10:20 – 10:23	passing
10:23 – 11:08	PER 3 Science
11:08 – 11:11	passing
11:11 – 11:56	PER 4 Soc. Stud.
11:56 – 12:26	Lunch
12:26 – 12:29	passing
12:29 – 1:34	PER 5 Math
1:34 – 1:37	passing
1:37 – 2:22	PER 6 Writing
2:22 – 2:25	passing
2:25 – 3:10	PER 7 Spec / Pl
3:10 – 3:30	Dismissal / Plan

<b>Secondary</b>	
7:35 – 7:45	Plan
7:45 – 8:10	PER 1
8:10 – 8:15	passing
8:15 – 9:10	PER 2
9:10 – 9:15	passing
9:15 – 10:10	PER 3
10:10 – 10:15	passing
10:15 – 11:10	PER 4
11:10 – 11:15	passing
11:15 – 11:45	Lunch
11:45 – 11:50	passing
11:50 – 12:45	PER 5
12:45 – 12:50	passing
12:50 – 1:45	PER 6
1:45 – 1:50	passing
1:50 – 2:45	PER 7
2:45 – 3:00	Dismissal / Plan

**APPENDIX D – SCHOOL CALENDARS**  
**Inkster Public Schools**  
**2009-10 DISTRICT CALENDAR**  
**1<sup>st</sup> Semester**

Mon	Aug 31	First Day for Teachers: Teacher Orientation (½ day district, ½ day building) <sup>1</sup>
Tue	Sep 1	Professional Development for Teachers <sup>1</sup>
Wed	Sep 2	Classroom Preparation Day <sup>1</sup>
Thu	Sep 3	Classroom Preparation Day <sup>1</sup>
Fri	Sep 4	<b>No School: Labor Day Week-end Begins</b>
Mon	Sep 7	<b>No School: Labor Day</b>
Tue	Sep 8	First day for Students
Fri	Oct 9	½ Day for Students: 1 <sup>st</sup> Quarter Progress Reports Preparation
Thu	Oct 15	Parent/Teacher Conferences Secondary: 3:30-5:30 PM Elementary: 4-6 PM
Fri	Oct 16	Early Dismissal for Students & Teachers
Tue	Nov 3	No School for Students: Professional Development for Teachers
Tue	Nov 10	½ Day for Students: End of 1 <sup>st</sup> Quarter
Wed	Nov 25	½ Day for Students & Staff
Thu	Nov 26	<b>No School: Thanksgiving Break Begins</b>
Mon	Nov 30	School Resumes
Thu	Dec 10	½ Day for Students: 2 <sup>nd</sup> Quarter Progress Reports Preparation
Fri	Dec 11	No School for Students: Professional Development for Teachers
Thu	Dec 17	½ Day for Students: Parent/Teacher Conferences <sup>2</sup> Secondary: 11:30-2:30 PM / 3:30-5:30 PM Elementary: 12:30-3:30 PM / 4-6 PM
Fri	Dec 18	Early Dismissal for Students & Teachers
Mon	Dec 21	<b>No School: Winter / Christmas Break Begins</b>
Mon	Jan 4	School Resumes
Mon	Jan 18	<b>No School: Dr. Martin Luther King Day</b>
Tue	Jan 26	End of 2 <sup>nd</sup> Quarter
Wed	Jan 27	No School for Students: Records Day for Teachers

**Inkster Public Schools**  
**2009-10 DISTRICT CALENDAR**  
**2<sup>nd</sup> Semester**

Fri	Feb 12	No School for Students: Professional Development for Teachers
Mon	Feb 15	<b>No School: Mid-winter Break Begins</b>
Mon	Feb 22	School Resumes
Fri	Mar 5	½ Day for Students: 3 <sup>rd</sup> Quarter Progress Reports Preparation
Thu	Mar 11	½ Day for Students: Parent/Teacher Conferences <sup>2</sup> Secondary: 11:30-2:30 PM / 3:30-5:30 PM Elementary: 12:30-3:30 PM / 4-6 PM
Fri	Mar 12	Early Dismissal for Students & Teachers
Thu	Apr 1	½ Day for Students: End of 3 <sup>rd</sup> Quarter
Fri	Apr 2	<b>No School: Spring Break Begins</b>
Mon	Apr 12	School Resumes
Fri	Apr 30	No School for Students: Professional Development for Teachers
Fri	May 14	½ Day for Students: 4 <sup>th</sup> Quarter Progress Reports Preparation
Mon	May 31	<b>No School: Memorial Day</b>
Wed	Jun 16	Last Day for Students: End of 4 <sup>th</sup> Quarter
Thu	Jun 17	Records Day for Teachers
Fri	Jun 18	Last Day for Teachers

<sup>1</sup>On these teacher workdays, buildings will remain accessible to teachers as during the school year on days with students attending.

<sup>2</sup>On ½ days for parent/teacher conferences, teachers shall have a thirty (30) minute duty free lunch period.

**APPENDIX E – EXCESSIVE CLASS SIZE FORM**

Name of Teacher \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

**CLASS SIZE:**

Number of Instructional Hours per Day at this Class Size \_\_\_\_\_

First Day at this Class Size (Date:) \_\_\_\_\_

Last Day at this Class Size (Date:) \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Principal's Signature



**APPENDIX F – LETTER OF AGREEMENT**

**LETTER OF AGREEMENT**

**between the**

**INKSTER FEDERATION OF TEACHERS**

**and the**

**INKSTER BOARD OF EDUCATION**

The above-named parties hereby agree to the following:

1. Teachers will participate in the student breakfast program for the 2006-07 school year.
2. This Letter of Agreement shall not be construed as modifying either party's rights or obligations under the collective bargaining agreement.
3. This Letter of Agreement is subject to annual renewal pending the approval of both parties.
4. Any future universal breakfast programs requiring teacher participation will be negotiated with the Inkster Federation of Teachers prior to implementation.

\_\_\_\_\_  
For the Inkster Federation of Teachers

\_\_\_\_\_  
For the Inkster Board of Education

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# APPENDIX G – BULLARD-PLAWECKI EMPLOYEE RIGHT TO KNOW ACT

## BULLARD-PLAWECKI EMPLOYEE RIGHT TO KNOW ACT Act 397 of 1978

AN ACT to permit employees to review personnel records; to provide criteria for the review; to prescribe the information which may be contained in personnel records; and to provide penalties.

**History:** 1978, Act 397, Eff. Jan. 1, 1979

**Popular Name:** Right-to-Know

*The People of the State of Michigan enact:*

### **423.501 Short title; definitions.**

Sec. 1. (1) This act shall be known and may be cited as the “Bullard-Plawecki employee right to know act”.

(2) As used in this act:

(a) “Employee” means a person currently employed or formerly employed by an employer.

(b) “Employer” means an individual, corporation, partnership, labor organization, unincorporated association, the state, or an agency or a political subdivision of the state, or any other legal, business, or commercial entity which has 4 or more employees and includes an agent of the employer.

(c) “Personnel record” means a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the employer to keep or supply a personnel record as provided in this subdivision. A personnel record shall not include:

(i) Employee references supplied to an employer if the identity of the person making the reference would be disclosed.

(ii) Materials relating to the employer's staff planning with respect to more than 1 employee, including salary increases, management bonus plans, promotions, and job assignments.

(iii) Medical reports and records made or obtained by the employer if the records or reports are available to the employer from the doctor or medical facility involved.

(iv) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.

(v) Information that is kept separately from other records and that relates to an investigation by the employer pursuant to section 9.

(vi) Records limited to grievance investigations which are kept separately and are not used for the purposes provided in this subdivision.

(vii) Records maintained by an educational institution which are directly related to a student and are considered to be education records under section 513(a) of title 5 of the family educational rights and privacy act of 1974, 20 U.S.C. 1232g.

(viii) Records kept by an executive, administrative, or professional employee that are kept in the sole possession of the maker of the record, and are not accessible or shared with other persons. However, a record concerning an occurrence or fact about an employee kept pursuant to this subparagraph may be entered into a personnel record if entered not more than 6 months after the date of the occurrence or the date the fact becomes known.

### **423.502 Personnel record information excluded from personnel record; use in judicial or quasi-judicial proceeding.**

Sec. 2. Personnel record information which was not included in the personnel record but should have been as required by this act shall not be used by an employer in a judicial or quasi-judicial proceeding. However, personnel record information which, in the opinion of the judge in a judicial proceeding or in the opinion of the hearing officer in a quasi-judicial proceeding, was not intentionally excluded in the personnel record, may be used by the employer in the judicial or quasi-judicial proceeding, if the employee agrees or if the employee has been given a reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the employee.

### **423.503 Review of personnel record by employee.**

Sec. 3. An employer, upon written request which describes the personnel record, shall provide the employee with an opportunity to periodically review at reasonable intervals, generally not more than 2 times in a calendar year or as otherwise provided by law or a collective bargaining agreement, the employee's personnel record if the employer has

a personnel record for that employee. The review shall take place at a location reasonably near the employee's place of employment and during normal office hours. If a review during normal office hours would require an employee to take time off from work with that employer, then the employer shall provide some other reasonable time for the review. The employer may allow the review to take place at another time or location that would be more convenient to the employee.

**423.504 Copy of information in personnel record; fee; mailing.**

Sec. 4. After the review provided in section 3, an employee may obtain a copy of the information or part of the information contained in the employee's personnel record. An employer may charge a fee for providing a copy of information contained in the personnel record. The fee shall be limited to the actual incremental cost of duplicating the information. If an employee demonstrates that he or she is unable to review his or her personnel record at the employing unit, then the employer, upon that employee's written request, shall mail a copy of the requested record to the employee.

**423.505 Disagreement with information contained in personnel record; agreement to remove or correct information; statement; legal action to have information expunged.**

Sec. 5. If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement shall not exceed 5 sheets of 8-1/2-inch by 11-inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file. If either the employer or employee knowingly places in the personnel record information which is false, then the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.

**423.506 Divulging disciplinary report, letter of reprimand, or other disciplinary action; notice; exceptions.**

Sec. 6. (1) An employer or former employer shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of a labor organization representing the employee, without written notice as provided in this section.

(2) The written notice to the employee shall be by first-class mail to the employee's last known address, and shall be mailed on or before the day the information is divulged from the personnel record.

(3) This section shall not apply if any of the following occur:

(a) The employee has specifically waived written notice as part of a written, signed employment application with another employer.

(b) The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration.

(c) Information is requested by a government agency as a result of a claim or complaint by an employee.

**423.507 Review of personnel record before releasing information; deletion of disciplinary reports, letters of reprimand, or other records; exception.**

Sec. 7. An employer shall review a personnel record before releasing information to a third party and, except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than 4 years old.

**423.508 Gathering or keeping certain information prohibited; exceptions; information as part of personnel record.**

Sec. 8. (1) An employer shall not gather or keep a record of an employee's associations, political activities, publications, or communications of nonemployment activities, except if the information is submitted in writing by or authorized to be kept or gathered, in writing, by the employee to the employer. This prohibition on records shall not apply to the activities that occur on the employer's premises or during the employee's working hours with that employer that interfere with the performance of the employee's duties or duties of other employees.

(2) A record which is kept by the employer as permitted under this section shall be part of the personnel record.

**423.509 Investigation of criminal activity by employer; separate file of information; notice to employee; destruction or notation of final disposition of file and copies; prohibited use of information.**

Sec. 9. (1) If an employer has reasonable cause to believe that an employee is engaged in criminal activity which may result in loss or damage to the employer's property or disruption of the employer's business operation, and the employer is engaged in an investigation, then the employer may keep a separate file of information relating to the

investigation. Upon completion of the investigation or after 2 years, whichever comes first, the employee shall be notified that an investigation was or is being conducted of the suspected criminal activity described in this section. Upon completion of the investigation, if disciplinary action is not taken, the investigative file and all copies of the material in it shall be destroyed.

(2) If the employer is a criminal justice agency which is involved in the investigation of an alleged criminal activity or the violation of an agency rule by the employee, the employer shall maintain a separate confidential file of information relating to the investigation. Upon completion of the investigation, if disciplinary action is not taken, the employee shall be notified that an investigation was conducted. If the investigation reveals that the allegations are unfounded, unsubstantiated, or disciplinary action is not taken, the separate file shall contain a notation of the final disposition of the investigation and information in the file shall not be used in any future consideration for promotion, transfer, additional compensation, or disciplinary action.

#### **423.510 Right of access to records not diminished.**

Sec. 10. This act shall not be construed to diminish a right of access to records as provided in Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws, or as otherwise provided by law.

#### **423.511 Violation; action to compel compliance; jurisdiction; contempt; damages.**

Sec. 11. If an employer violates this act, an employee may commence an action in the circuit court to compel compliance with this act. The circuit court for the county in which the complainant resides, the circuit court for the county in which the complainant is employed, or the circuit court for the county in which the personnel record is maintained shall have jurisdiction to issue the order. Failure to comply with an order of the court may be punished as contempt. In addition, the court shall award an employee prevailing in an action pursuant to this act the following damages:

(a) For a violation of this act, actual damages plus costs.

(b) For a wilful and knowing violation of this act, \$200.00 plus costs, reasonable attorney's fees, and actual damages.

#### **423.512 Effective date.**

Sec. 12. This act shall take effect January 1, 1979.

## APPENDIX H – LETTER OF AGREEMENT

### RECONSTITUTION/RESTRUCTURING

*A Title I school that does not make AYP for five consecutive years is identified for restructuring. The school district must continue to offer the transfer option and supplemental educational services. The district must also take at least one of state recommended actions to make fundamental changes in how the school is operated in order to improve student academic achievement:*

*Before taking any action, the school district must notify parents and teachers that the school has been identified for restructuring and give them an opportunity to participate in the development of the restructuring plan.*

Positions in the reconstituted/restructured school shall be filled according to regular procedures for filling vacancies. Teachers and other bargaining unit personnel (“teachers”) from the closed or reconstituted/restructured school may apply for positions in the reconstituted/restructured school.

Teachers from the closed/restructured school shall be given priority to interview for vacancies at the school designated on their transfer request, which may include the reconstituted/restructured school, consistent with their certification.

Involuntary transfer pursuant to this section is not disciplinary. Nothing shall be placed in a teacher’s official personnel file indicating the teacher was involuntarily transferred from a school under the provisions of this agreement. For all purposes under the collective bargaining agreement, involuntary transfers will be regarded as “administrative transfers”.

Assignments of a teacher to the reopened or reconstituted/restructured closed school shall be voluntary transfer only.

## APPENDIX I – LETTER OF AGREEMENT

1. This Letter of Agreement will apply to teachers' paycheck options for the 2009-10 and 2010-11 school years.
2. For the 2009-10 and 2010-11 school years only, Article X, Section 2.J shall be amended to read as follows:

Teachers shall have the option to have their salaries prorated for ~~twenty-two (22)~~ **twenty-three (23)** or ~~twenty-six (26)~~ **twenty-seven (27)** pay periods by written authorization to the Board. The authorization must be presented to the Superintendent/Business Office no less than three (3) days after receipt of the salary statement and can only be altered in cases of termination, retirement or death.

3. The first paycheck date for 2009-10 school year will be August 21, 2009.

## **APPENDIX J – LETTER OF AGREEMENT**

1. Due to the fact the school year will start later because of a late Labor Day this year, the first paycheck of the new school year would also normally begin later. Rather than have teachers miss a pay date, an agreement was reached which would allow teachers to continue to receive paychecks without interruption. In order to accomplish this, salary for the 2009-10 school year will be spread over 23 or 27 pay periods, at the employee's option. The first paycheck for the 2009-10 school year will be available on August 21.
2. Pending the ratification of the Tentative Agreement reached on July 30, 2009, teachers will start the 2009-10 school year with the same salary level attained in 2008-09 (i.e., without increments).
3. Following the ratification vote, increments will be paid retroactive to the beginning of the school year.

**AGREEMENT**

This Agreement shall be in effect from August 28, 2009 to August 27, 2012, inclusive. For the 2010-11 and 2011-12 school years, the contract will be re-opened to negotiate calendar and compensation (salary and benefits) only. At any time subsequent to April 1, 2012, either party to this Agreement may give written notice of intent to open negotiations for a new contract. In the event such notification is given, bargaining between the parties hereto shall begin not later than twenty (20) days following such notification.

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

**Inkster Public Schools  
Board of Education**

**Inkster Federation of Teachers Local 1068  
American Federation of Teachers  
AFL-CIO**

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President

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President

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Secretary

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Vice President

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Bargaining Team Member

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