

# **Collective Bargaining Agreement**

**between the**

**School District of the City Of Detroit**

**and the**

**Detroit Federation of Teachers,  
Local 231**

**American Federation of Teachers, AFL-CIO**

**July 1, 2012-June 30, 2016**

**DRAFT: NOT SIGNED OFF BY DISTRICT**

## TABLE OF CONTENTS

ARTICLE 1 - MANAGEMENT RIGHTS AND RESPONSIBILITIES
ARTICLE 2 - RECOGNITION – EMPLOYEES COVERED
ARTICLE 3 - UNION FEES AND DUES
ARTICLE 4 - UNION STEWARDS
ARTICLE 5 - GRIEVANCE PROCEDURE
ARTICLE 6 - SCHOOL SCHEDULES
ARTICLE 7 - PROFESSIONAL COMPENSATION
ARTICLE 8 - INSURANCE
ARTICLE 9 - RETIREMENT
ARTICLE 10 - MEDICAL AND EMERGENCY LEAVES
ARTICLE 11 - OTHER LEAVES
ARTICLE 12 - SENIORITY
ARTICLE 13 - LAYOFF AND RECALL
ARTICLE 14 - WORK ASSIGNMENTS
ARTICLE 15 - TRANSFERS AND VACANCIES
ARTICLE 16 - TENURE; COMPETENCE: ASSISTANCE AND REPORT
ARTICLE 17 - PERSONNEL FILES
ARTICLE 18 - CLASS SIZE LIMITATIONS
ARTICLE 19 - TEACHER ACTIVITIES
ARTICLE 20 - STUDENT DISCIPLINE
ARTICLE 21 - LEGAL LIABILITY
ARTICLE 22 - ASSAULT
ARTICLE 23 - TUITION REIMBURSEMENT
ARTICLE 24 - PERSONAL PROPERTY LOSS
ARTICLE 25 - SCHOOL REORGANIZATION/RECONSTITUTION
ARTICLE 26 - SPECIAL PROGRAMS
ARTICLE 27 - SUBSTITUTES
ARTICLE 28 - SUPPORT STAFF
ARTICLE 29 - SELF GOVERNING SCHOOLS
ARTICLE 30 - OUTSIDE EMPLOYMENT
ARTICLE 31 - DIRECT DEPOSIT/DEBIT CARD
ARTICLE 32 - ENTIRE AGREEMENT
ARTICLE 33 - CHANGE AND TERMINATION

It is hereby agreed by and between the School District of the City of Detroit and the Detroit Federation of Teachers in final settlement of all outstanding issues under negotiation as follows:

1. The "Collective Bargaining Agreement under the Local Government and School District Fiscal Accountability Act and Public Employment Relations Act between the School District of the City of Detroit and the Detroit Federation of Teachers, Local 231, AFT, AFL-CIO" effective July 1, 2012 is modified and extended with an expiration date of June 30, 2016.

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the school children of the City of Detroit, the District, the Employees, and the Union.

## **ARTICLE 1 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The District reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the District reserves the right to govern and manage the District in all respects. District policies and procedures are part of this Agreement.

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 District, the Union and the employees in the bargaining unit. In the event that any provisions 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 shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

## **ARTICLE 2 – RECOGNITION – EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 (as amended), the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to the rate of pay, wages, hours of employment, and other conditions of employment for the duration of this Agreement to all District employees included in the bargaining unit who hold the following positions.

Elementary Teachers  
Secondary Teachers

Accompanists  
Adult Education Teachers  
Art Therapists

Assistant Attendance Officers  
Attendance Agents/Officers  
Audiologists  
Auditorium Teachers  
Behavioral Specialists  
Compact Technicians  
Counselors  
Counselors/Teacher Guidance  
Day Trade Teachers  
Educational Technicians  
IEP Specialists  
Instructional Specialists  
JROTC Instructors and Assistant Instructors  
Librarians/Media Specialists  
Literacy Coaches  
Mobility Instructors  
Music Therapists  
Occupational Therapists  
Physical Therapists (Physiotherapists)  
Psychologists  
Registered Nurses  
School Community Agents  
Social Workers  
Special Education Teachers/Counselors/Resource Teachers  
Special Instructors  
Speech/Language Pathologists  
Speech Therapists  
Substitutes 1, 2, and 3  
Teacher Consultants  
Teacher, Retirees  
Transition Specialists  
Work Study Assistants

### **ARTICLE 3 - UNION MEMBERSHIP AND AGENCY SHOP FEES**

#### **A. Requirement of Membership in Union or Payment of Agency Shop Service Fees**

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within thirty (30) days of the date of hire or transfer into the bargaining unit (as to future employees), become members, or in the alternative, shall, within thirty (30) days of their date of hire by the District, as a continuing condition of employment, pay to the Union a bi-weekly service fee as indicated by the Union.

The District shall be notified, in writing, by the Union of any employee who is thirty (30) days in arrears in payment of membership dues or service fees. The District upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition shall immediately notify said employee that his/her services shall be discontinued at the end of thirty (30) days and shall dismiss said employee accordingly.

An employee who shall tender, authorize the deduction of, or have automatically deducted, membership dues or service fees, shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) days in arrears of payment of such dues (or fees).

## **B. Dues Check-off for Current Employees**

Check-off authorization for union dues or service fees executed prior to this agreement shall remain in full force and effect. Pursuant to such authorization, the District shall deduct from the pay of each employee who has authorized it to do so, the required amount for the payment of union dues or service fees.

Checked-off dues or fees, accompanied by a list of employees from whom they have been deducted, and the amount deducted from each, and by a list of employees who had authorized such deduction and from whom no deduction was made, and the reason therefore, shall be forwarded to the Union office no later than thirty (30) days after such deductions were made. To the extent the Union owes the District money for reimbursement of Union employees' salaries and benefits, the District shall have the right to deduct checked-off dues to offset such money owed. However, such offset shall not be made until sixty (60) days after the Union receives the invoice. If the Union presents a good-faith dispute regarding the amount of the bill, the offset will not include the amount for which a good faith dispute has been presented.

To the extent that the District owes the Union money for dues that have been withheld but not remitted, the Union shall have the right to deduct this amount from the amount the Union owes the District for reimbursement of Union employees' salaries and benefits. However, such offset shall not be made until sixty (60) days after the dues have been withheld. The District will have the same right to offset as provided to the Union in the above paragraph.

Bargaining unit members employed prior to the execution of this Agreement who have not authorized check-off, but instead tender dues or service fees directly to

the Union, shall be entitled to continue to do so, provided, however that dues or fees shall be paid semi-annually, in advance, directly to the Union, and not later than thirty (30) days after the employee's first work day each semester.

**C. Automatic Dues Check-off for New Hires and Unit Members Returning from Leave**

The District shall automatically deduct union dues or service fees from each new member of the bargaining unit and/or bargaining unit members returning from leave. The District's obligation to begin said automatic deduction shall become effective in either the employee's first pay period (in the case of a unit member returning from leave, the first pay period upon his/her return), or thirty (30) days after the effective date of employment, or personnel action date, whichever is later.

New employees or employees returning from leave must submit in writing their desire to pay service fees rather than union dues at the time of employment or return from leave.

**D. Indemnification**

The Union agrees that in the event of litigation against the District, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the District, its agents or employees for any monetary award arising out of such litigation.

- E.** If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

**ARTICLE 4 –UNION STEWARDS**

**A. Union Representatives**

The principal shall recognize the elected Union building representative as the official representative of the Union in the school.

In pursuance of his/her Union duties, the Union building representative shall not interfere with any teacher who is engaged in a regular class, a duty, a conference, or homeroom assignment.

The representative shall perform his/her duties as steward without interference with his/her own job functions or the job functions of other employees or the

operation of the District. The representative shall not leave his/her job to conduct his/her duties as representative without first securing the permission of the immediate superior.

**B. Union Business/Access to Employees**

**1. General**

The District recognizes that the Union, as the exclusive collective bargaining representative of District employees covered by this Agreement, has the responsibility of administering this Agreement.

**2. Right to Visit Schools and Investigate Working Conditions**

The District shall permit one designated regular staff member of the Union to visit the schools to investigate working conditions, teacher complaints or concerns, or for other purposes relating to the terms and conditions of this Agreement, provided always that there shall be no interference with school functioning.

**3. Right to Conduct Union Business Without Loss of Pay**

Whenever members of the bargaining unit are mutually scheduled by the parties to participate, during working hours, in conferences, meetings or negotiations at the central administrative offices, they shall suffer no loss in pay.

**C. Use of District Property to Communicate with Union Members**

The Union shall be provided a bulletin board, or boards, in each school and other work locations for the posting of notices and other materials.

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

The authorized representative of the Union shall have the right to schedule union meetings in the building before or after work hours and during lunch time of the employees involved.

**D. Strike Prohibition**

The Union will not engage in or encourage strike action of any type and/or take actions contrary to any applicable state law for the duration of this agreement.

**ARTICLE 5 - GRIEVANCE PROCEDURE**

**A. Grievance Definition**

A grievance is a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

## **B. Grievance Procedure**

Grievances shall be presented or adjusted in accordance with the following procedure:

The teacher may first discuss the matter with the principal, directly or accompanied by the Union building representative, with the objective of resolving the matter informally.

**STEP 1.** In the event the matter is not resolved informally, the alleged violation, stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within a reasonable time following the act or condition which is the basis of the grievance.

Grievances shall be submitted within twenty (20) calendar days from the time an event took place or within twenty (20) calendar days from the date it is reasonable to assume that the Union and/or the individual first became aware of the conditions giving rise to the grievance.

Within fourteen (14) calendar days after receiving the grievance, the principal, shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the teacher, if any, who lodged the grievance, and one (1) copy to the Union representative.

**STEP 2.** Appeal to the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee): Within fourteen (14) calendar days after receipt of the decision of the applicable unit head, the Union may appeal to the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) (through the Office of Labor Relations) the decision rendered by the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the applicable unit head.

The Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall meet with the parties concerned within fourteen (14) calendar days after receipt of the appeal request. Within twenty-one (21) calendar days after the Step 2 Grievance hearing, the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall render a written decision which shall be forwarded to the Union, and the applicable unit head.

**STEP 3.** The Union may within thirty (30) calendar days submit any grievance under this agreement to arbitration at the equal expense of the parties. The Union shall have exclusive authority in its discretion as to whether to appeal any



grievance to arbitration. The parties will mutually agree on an arbitrator to hear and decide the grievance. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to either Michigan Employment Relations Commission or American Arbitration Association upon mutual agreement of the parties, which shall submit a list to the parties for the selection of an arbitrator. Unless mutually agreed to by the parties, the case will be heard by the arbitrator within ninety (90) days after the grievance is moved to arbitration. The arbitrator shall issue a written decision no later than thirty (30) days following the submission of each parties' counsel's brief to the arbitrator. The arbitrator shall not have the jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or to substitute at his/her discretion for that of any of the parties hereto. The arbitrator's decision will be final and binding on the parties.

### **Mediation**

As an alternative to arbitration and after the completion of Step 2 in the grievance procedure, the parties may jointly agree to submit a grievance to mediation through the procedures of the Michigan Employment Relations Commission. If the parties so agree, then the time limits in this grievance procedure shall be held in abeyance unless and until the parties are unable, or unwilling to resolve the grievance through the mediation process. The parties acknowledge that mediation is a voluntary, confidential non-binding process designed to facilitate a mutually acceptable resolution to a dispute.

## **C. General**

1. In all steps of the grievance procedure, when it becomes necessary for grievant to be involved during school hours, they shall be excused with pay for that purpose.
2. If a grievance arises from the action of authority higher than the principal of the school, the Union may present such grievance at Step 2.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given absent extenuating circumstances. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

## ARTICLE 6 - SCHOOL SCHEDULES

### A. School Year

1. **School Calendar.** The District will develop and publish the school year calendar within its sole discretion.

#### 2. Emergency School Closures

In the event it is determined by the District that a school/building is closed, or a portion of the building is closed, teachers will be released at the discretion of the District without loss in pay.

When a school/building is closed after the start of the school day the teachers will be dismissed upon the safe dispersal of the students at the discretion of the District without loss in pay.

#### 3. State Mandated Days/Hours of Instruction

In the event that an individual school, due to unforeseen school closing(s), will not meet the Michigan Department of Education mandated days and/or hours of instruction, or it is determined by Student Information Systems that a school's daily hours are out of compliance with the state mandate, the additional school days and/or hours of instruction will be rescheduled for compliance. The Union will be notified as to the make-up schedule.

The rescheduling will amend the school calendar, but shall not affect or otherwise require an adjustment of salary, compensation or other benefits provided within this Agreement.

### B. School Day

#### 1. Scheduling

##### a. General

In order to ensure a safe working environment for everyone in the District's schools and to assist with the supervision of students, all teachers are to arrive in their classroom fifteen (15) minutes before the start of school or before the entry bell. Teachers should also be on duty at their rooms at the entry bell and stand outside their doors in the hallway before and after school and during passing time for the purpose of monitoring arrival, class changes, dismissal and to take a proactive role in addressing potential safety concerns.

##### b. Elementary School Day

The regular school day in elementary and kindergarten through grade eight (8) schools for assigned teaching, planning, and consultation functions shall be determined by the District and will include a minimum forty (40) minute duty-free lunch. The District will determine the appropriate classroom schedule.

**c. Middle School Day**

In middle schools, the regular school day for assigned teaching, planning and consultation functions shall be determined by the District and will include a minimum twenty-five (25) minute duty-free lunch period. The District shall determine the appropriate classroom schedule.

**d. High School Day**

In high schools, the regular school day for assigned teaching, planning and consultation functions shall be determined by the District and will include a fifty-five (55) minute duty-free lunch. The District shall determine the appropriate classroom schedule.

**Yearbook, Newspaper, Drama Classes** - In senior high schools sponsoring a school paper, a yearbook or a school play, consideration will be given to teachers assigned to such projects in terms of the scheduling of the number of classes.

**2. Preparation Periods**

**a. General**

Preparation periods and conference periods (as referenced in this Article) shall be used solely for academic purposes and as otherwise determined in the District's discretion. The District may require teachers to work individually or collectively during preparation periods, at the discretion of the District.

**b. Elementary Preparation Periods**

Each elementary teacher (pre-kindergarten through grade eight [8]) will receive three (2) forty-five (45) minute preparation periods per week within the regular school day.

Effective 2014-2015 school year through the duration of the Agreement, each elementary teacher (pre-kindergarten through grade eight [8]) shall receive three (3) forty-five (45) minute preparation periods per week within the regular school day.

In elementary and kindergarten through grade eight (8) schools, the District shall have the right to utilize one (1) preparation period per week as a conference period. The specific period during the day which shall serve as the conference

period may vary from school to school, however the conference period will be held on Fridays District-wide unless otherwise determined by the Superintendent of Academics or designee.

**c. Middle School Preparation Periods**

Each middle school teacher will have two (2) fifty (50) minute preparation periods per week.

**d. High School Preparation Periods**

Each high school teacher will have five (5) fifty (50) minute preparation periods per week.

**e. Procedure for Lost Preparation Time**

Whenever a teacher loses scheduled preparation time at the request of the administration, the teacher shall subsequently be granted, at a mutually convenient time, time for preparation equal to the preparation time lost.

**3. Teacher Meetings/School Improvement Period**

Teachers should plan to reserve Wednesday afternoon for building meetings or for development, coordination and implementations of the school improvement plan. The Wednesday meetings will be scheduled as necessary by the building principal. The length of the Wednesday meeting period will be no more than two (2) hours. The two-hour session may be conducted as follows:

- First hour: School Improvement/Common Preparation Period for all teachers
- Second hour: Teacher meetings for all instructional staff as conducted by the principal or designee.

During the school improvement/common preparation period, teacher and/or principal driven activities may include but are not limited to working on grade level/subject area teams, groups, or alone in their rooms on the preparation and review of lesson plans, student evaluation, parent meetings and to do other implementation, development and coordination work needed to attain the goals of the local School Improvement Plan. Teacher meetings may be used for all teachers to participate in IEP development and implementation.

## ARTICLE 7 – PROFESSIONAL COMPENSATION

### A. Wages

1. The economic concessions, including the 10% wage concession, that are currently in operation will remain in effect for the duration of this Agreement.
2. There will be a wage reopener for the 2014-2015 and/or 2015-2016 fiscal years.

### 3. Bonus

#### **Implementation of One Time Salary and Wage Bonus**

The trigger for implementation of a one-time bonus is a reduction of the General Fund deficit by an amount that exceeds the reduction in the General Fund deficit provided for in the District's Michigan Department of Education approved Deficit Elimination Plan. This reduction in the General Fund deficit is exclusive of any deficit reduction that may result from any debt refinancing and restructuring completed during each respective fiscal year.

#### **Salary and Wage Bonus Computation**

For each \$5 million of General Fund deficit reduction as provided for above, each employee will receive a 1% one-time salary and wage bonus. The maximum percentage bonus is five percent (5%) of an employee's base salary earned for the respective bonus year. The amount of any bonus will be calculated based on the District's audited financial statements for the respective fiscal year ended. The bonus would be paid in December following the completion of the audit of the District's financial statements for the respective fiscal year ended. An employee would be required to be employed by the District during the fiscal year in which the bonus was based and must be an employee of the District as of November 15, following the end of the bonus fiscal year. The results of the District's audited financial statements for the respective fiscal year are final. This bonus provision applies to the 2013-2014, 2014-2015 and 2015-2016 fiscal years only.

### B. Step Increases

There will be no annual increments for step increases for the duration of this Agreement for all District employees covered by this Agreement.

### C. Calculation of Daily Rate

For all purposes in this Agreement where a daily rate is not specified, the daily rate of pay shall be an employee's annual salary as provided in the appropriate salary schedule divided by 190.

### D. Super Steps

Super Steps are suspended for the duration of this Agreement subject to the District's ability, in its discretion, to reinstate based on an identifiable funding source.

## **E. Teaching Service Credit Upon Hire**

### **1. Re-Employment of Detroit Teachers/Restoration of Sick Leave Bank**

- a. A non-tenured teacher who resigns and is subsequently re-employed by the District prior to October 1, 2006 shall be re-employed as a probationary teacher, but shall be given experience credit up to the salary step to which his/her previous District experience entitles him/her or, if it is greater, to the salary step to which he/she is entitled as a result of his/her combined District and other teaching experience within the limits of Section E.2, below. Such non-tenured teachers re-employed on or after October 1, 2006 shall be given experience credit up to the salary step to which his/her previous District experience entitles him/her plus credit for outside teaching experience on the salary schedule as described in Section E.2 below. No teacher shall begin re-employment beyond Step 9 on the salary schedule unless at the time of separation from the District they were at Step 10.
- b. A tenured teacher who resigns and is subsequently re-employed by the District will be re-employed as provided in Section E.1.a above, except that they will not be put on probation.
- c. Restoration of Sick Leave Bank - At the end of one year of successful reemployment by the District and upon completion of each subsequent year of re-employment, the sick leave bank of such returning teacher shall be restored in annual amounts equal to the number of days which remained in the teacher's sick leave bank at the time of last resignation divided by the number of years during which the teacher was not employed in the District. Restoration of sick leave in this manner shall continue until all the sick days have been restored.

### **2. Outside Teaching Experience**

New teachers hired will be allowed credit on the salary schedule for up to two (2) years of outside teaching experience. Credit is granted only if at the time the teaching service was rendered the teacher met the present District minimum requirements for contract status.

There may be exceptions, as prescribed by the District, when the District will allow credit on the salary schedule for up to eight (8) years for outside teaching experience.

### **3. Military Service**

One (1) year of military service may be used in lieu of one (1) year of teaching experience as outlined above.

#### **4. Peace Corps Service**

A teacher who serves in the Peace Corps shall be entitled to experience credit for Peace Corps teaching.

#### **5. Substitute Service**

One (1) year's credit on the salary schedule is allowed for 180 days of substitute service as an employee in the District. The maximum allowance for such substitute teaching shall be two (2) steps upon subsequent approval for contract status.

#### **6. Full Year Service Credit Requirement**

Not less than one (1) full year of verified experience is creditable on the District salary schedule. Partial school-year or part-time service is not applicable.

### **F. Advanced Degree Salary Differential**

The salary differential for advanced degree credit shall be granted as follows:

The effective date of the salary differential shall be the Monday of the first full pay period following the date of the degree provided the official transcript(s) and request for salary differential are both received within a six (6) month period following the date of degree and the degree or coursework was completed at an institution accredited by the North Central Association of Colleges and Secondary Schools or equivalent accrediting agency.

When the official transcript(s) or request for salary differential are received later than six (6) months following the date of degree, the effective date of the salary differential shall be the Monday of the first full pay period following receipt of both the request and transcripts.

If it is determined that any delays in the receipt and/or processing of official transcript(s) are not the fault of the employee/member, the member's effective date for pay differential and retroactivity shall not be affected.

### **G. Two-Year School Social Worker Master's Programs**

School social workers who have completed a required two (2) year Master's degree or other instructional personnel who have completed a two (2) year Master's degree program shall be credited for salary purposes as being on the M.A. plus 30 schedule.

(The MSW degree requires two (2) years of supervised work in an approved social agency in addition to the usual academic requirements.)

#### **H. Master's Plus 30 Hours**

A teacher who possesses a master's degree with eleven (11) or more years credit on the salary schedule shall move directly to the maximum salary step of the M.A. plus 30 or the doctorate schedule on the next regular pay period following application and presentation of satisfactory proof of having completed the necessary requirements for receipt of such advanced preparation differential.

#### **I. Salary Variations**

An attendance agent who attains classroom teacher qualification while employed by the District may apply for and will be considered for promotion to a position of classroom teacher at the salary level which is closest to but not less than the salary he/she had been receiving as an attendance agent.

Twelve (12) month employees shall accrue vacation days at the rate of .847 day per pay period for a maximum of twenty-two (22) days per year.

Adult education teachers and coordinators shall be paid the workshop rate for orientation days. Adult education teachers and coordinators shall be paid for all regular school holidays if the individuals would have been scheduled to work on said holidays. They shall be paid at their regular rate for the number of hours they would have worked.

#### **J. Mileage**

All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement.

The mileage rate for a maximum of 700 miles per calendar month per employee shall reflect the rate that is used by the IRS for tax purposes. Teachers shall receive mileage reimbursement when traveling between locations to teach classes during the same day.

JROTC instructors shall receive the standard mileage stipend for traveling to and from authorized activities.

#### **K. Pay Schedules**

All regular school year salaried employees will be paid on a twenty-two (22) pay frequency schedule, unless the District determines, in its discretion, to offer an employee an opportunity to elect the twenty-six (26) pay frequency schedule. All salaried DFT members whose normal schedule is longer than the regular school year will be paid on the twenty-six (26) pay frequency schedule.



Each unit member will receive an application card, including their choice of twenty-six (26) or twenty-two (22) pays, by April 1<sup>st</sup>.

If the opportunity to elect a twenty-six (26) pay frequency schedule is offered by the District:

Each unit member will make his/her selection and return this card to the Office of Payroll no later than May 31<sup>st</sup>.

If no selection is made by a unit member by the deadline date, they will automatically be placed in the twenty-two (22) pay category.

Once a selection is made, the unit member will receive his/her pay for the entire school year in the schedule selected (twenty-six [26] or twenty-two [22] pays) for the entire school year.

In connection with modifications to the pay frequency schedule, it will be the sole responsibility of each unit member to make any and all changes to voluntary deductions (e.g. tax shelter annuities and credit union) or those mandated by a court (e.g. child support and wage garnishments) prior to the beginning of each school year. If no change is made, the voluntary and involuntary deduction will continue to be withdrawn for each paycheck as they were during the prior year.

#### **L. Certification Bonus**

Music therapists, school social workers, psychologists, physical therapists, occupational therapists, teachers of speech and language impaired, special education teachers, and special education teacher consultants (EMI, TMI, LD, POHI, HI and VI) may receive an annual bonus in an amount to be determined by the District and at the discretion of the District.

Bargaining unit members receiving a bonus pursuant to this provision shall be required to accept an assignment at a school designated by the District.

### **ARTICLE 8 – INSURANCE**

#### **A. Group Insurance – Health/Prescription/Dental/Optical/Life**

All full-time employees shall receive family health, dental, optical and employee only life insurance as provided below. The selection of health insurance providers/carriers shall be within the sole discretion of the District.

All bargaining unit members shall be required to pay a portion of the premium for health insurance as detailed below.

## **1. Health Insurance**

### **a. Health Insurance Options**

Eligible employees may elect to apply health insurance to himself/herself and dependents.

Bargaining unit members who elect health insurance coverage will be eligible to receive coverage under an HMO plan or a PPO plan.

Employees choosing HMO coverage will be required to pay 20% of the annual premium cost via payroll deduction.

Employees choosing PPO coverage will be required to pay 20% of the annual premium cost of the chosen PPO plan, plus the difference in premium cost between the PPO plan selected by the employee and the higher cost HMO plan. Such premium cost sharing will occur via payroll deduction.

Employees choosing PPO coverage will have the following options available:

#### **PPO Plan 1**

\$250 (single)/\$500 (family) annual deductible

\$1,500 (single)/\$3,000 (family) annual out of pocket maximum

90% (in-network)/70% (out-of-network) co-insurance

#### **PPO Plan 2**

\$500 (single)/\$1,000 (family) annual deductible

\$3,000 (single)/\$6,000 (family) annual out of pocket maximum

80% (in-network)/60% (out-of-network) co-insurance

### **b. Application**

Employees must apply for coverage within thirty (30) days of initial employment or during open enrollment periods.

### **c. Prescription Co-Pay**

The co-pay for generic equivalent prescription drugs will be ten dollars (\$10) per prescription; the co-pay for non-generic, formulary prescription drugs will be twenty-five dollars (\$25) per prescription and the co-pay for non-generic, non-formulary prescription drugs shall be forty dollars (\$40).

Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than thirty (30) days. Employees utilizing the mail order prescription drug program will receive a ninety (90) day supply at a cost of two (2) prescription co-pays.

**d. Emergency Room and Urgent Care Co-Pay**

The emergency room co-pay for non-emergency care will be one hundred dollars (\$100) per visit. The urgent care co-pay shall be fifty dollars (\$50) per visit.

**e. General**

The District shall maintain a Section 125 plan for members of the bargaining unit.

**2. Dental Insurance**

Eligible employees may elect dental insurance for himself/herself and eligible dependents. Eligible employees may choose one of two dental plans. Employees shall contribute 20% of the cost of the dental insurance selected.

**3. Optical Insurance**

The District shall provide a comprehensive full-family optical care program to all full-time employees.

Dependent children enrolled in school as full-time students shall receive optical coverage to age twenty-five (25).

**4. Life Insurance/Death Benefits**

The District shall underwrite the cost of group life insurance for all appointed employees. The policies shall provide the payment of \$25,000 to the employee's designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

The estate of a teacher who dies during the term of this Agreement shall receive terminal pay calculated on the same basis as if he/she had retired.

**B. Husband and Wife Employees**

If husband and wife are both regular District employees, insurance coverage will be subsidized only on the basis of one employee carrying full family health insurance and the other full family dental insurance. There shall be no duplication of individual benefit for a husband and wife who are both regular District employees.

**C. Health Insurance Reopener**

1. There will be re-opener for health, dental, and optical insurance benefits for fiscal years 2014-2015 and 2015-2016.
2. By the end of the 2013-2014 school year, the District and the Union will review and select an appropriate index, or composite of indices, or alternative methods by which to determine whether the re-opener will become operative in fiscal year 2014-2015 and/or fiscal year 2015-2016. The index, or composite of indices, will be used to measure whether the percentage cost increase in a health insurance plan year exceeds health insurance rate of inflation by ten percent (10%) or more or by another percent level mutually agreed by the District and the Union.

**ARTICLE 9 – RETIREMENT**

**A. Retirement Contributions**

The District will continue to pay the retirement contribution to the Michigan Public School Employees' Retirement System for District employees of this bargaining unit, a required by law.

**B. Payment of Unused Sick Days Upon Retirement**

**Eligible Employee**

1. Eligible employees who retire effective July 1, 2013 or August 1, 2013, and whose irrevocable separation-from-service forms are submitted to the Detroit Public Schools Human Resources Office no later than May 1, 2013 will be paid \$50.00 for each unused day in their sick bank up to one hundred (100) days and \$75.00 for each unused day in their sick bank for day one hundred and one (101) to two hundred (200) for a maximum payout of \$12,500.00. Payout of sick time upon retirement does not include a payout from the catastrophe bank.
2. Eligible employees who retire effective July 1, 2014 or August 1, 2014, and whose irrevocable separation-from-service forms are submitted to the Detroit Public Schools Human Resources Office no later than May 1, 2014 will be paid \$45.00 for each unused day in their sick bank up to one hundred (100) days and \$65.00 for each unused day in their sick bank for day one hundred and one (101) to two hundred (200) for a maximum payout of \$11,000.00. Payout of sick time upon retirement does not include a payout from the catastrophe bank.

3. Eligible employees who retire effective July 1, 2015 or August 1, 2015, and whose irrevocable separation-from-service forms are submitted to the Detroit Public Schools Human Resources Office no later than May 1, 2015 will be paid \$40.00 for each unused day in their sick bank up to one hundred (100) days and \$55.00 for each unused day in their sick bank for day one hundred and one (101) to two hundred (200) for a maximum payout of \$9,500.00. Payout of sick time upon retirement does not include a payout from the catastrophe bank.
4. Eligible employees who retire effective July 1, 2016 or August 1, 2016, and whose irrevocable separation-from-service forms are submitted to the Detroit Public Schools Human Resources Office no later than May 1, 2016 will be paid \$35.00 for each unused day in their sick bank up to one hundred (100) days and \$45.00 for each unused day in their sick bank for day one hundred and one (101) to two hundred (200) for a maximum payout of \$8,000.00. Payout of sick time upon retirement does not include a payout from the catastrophe bank.

### **C. 2009 Termination Incentive Payment**

The Termination Incentive Payment (TIP) shall be paid out in accordance with the parties' Letter of Understanding dated February 25, 2010.

## **ARTICLE 10 – MEDICAL AND EMERGENCY LEAVES**

### **A. Sick Leave**

#### **1. Family Medical Leave Act**

For eligible employees (one year of service and 1,250 hours worked in past 12 months), maternity leaves shall be governed by the Family and Medical Leave Act ("FMLA") of 1993. Under the FMLA, eligible employees are allowed up to 12 weeks (in a rolling 12 month period) of job and benefit protected leave.

The Family Medical Leave Act ("FMLA") governs all medical leaves.

#### **2. Accumulation and Carryover of Sick Days**

Sick leave for regular school year teachers will accrue in a single bank with a limit of 200 days. Sick leave for regular school year teachers shall be earned as follows:

- Year one (1) – ten (10) sick days
- Years two (2) and beyond – twelve (12) sick days

Hourly-rated employees will accrue sick leave at the rate of one hour for every twenty-five (25) hours worked and will be provided a biweekly sick bank account on their pay advice for the hours they have accumulated. Provision of utilization of sick leave shall be the same as those of contract teachers.

**a. Catastrophe Bank**

When an employee's sick leave bank has reached the current allowable maximum as set forth in this Agreement, there shall be established a "Catastrophe Bank" into which all days over the maximum shall be placed. When an employee has used all days accumulated in his/her sick bank for an illness/disability extending more than six months, he/she may draw from the Catastrophe Bank to the extent he/she has made contribution to said bank. (The District may require medical evidence of illness/disability.)

If a teacher is unable to work as a result of a compensable injury, the teacher may utilize Catastrophe Bank sick leave days to maintain regular gross earning without affecting the teacher's regular sick leave bank.

Catastrophe Bank sick leave days shall not be paid out upon separation from the District.

**b. Reclassification to DFT Bargaining Unit**

Teachers who left the Union, and without a break in District service thereafter returned to the Union, may be entitled to use days currently earned and accrued in their sick bank.

**c. Sick Leave Donation**

The Sick Leave Donation Policy agreed to by the parties in a Letter of Agreement dated May 19, 2010 shall remain in effect for the duration of this agreement.

**3. Absences Chargeable to Sick Leave**

Absences due to causes listed below may be charged as specified to sick leave. Absence in excess of available sick leave days or for reasons other than those specified will result in loss of pay.

**a. Personal Illness**

All absences due to illness of employee may be charged to sick leave until the sick leave bank is exhausted.

**b. Funeral Leave**

Absence due to death of a member of the immediate family may be charged to sick leave up to five (5) scheduled working days as necessary for each death. All funeral leave days must be taken within seven (7) consecutive calendar days of the day of death. Included in immediate family membership:

Husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living and making his/her home in the household of the employee.

**c. Personal Business**

Personal business, not to exceed two (2) days in any calendar year, may be charged to sick leave without loss of pay.

**d. Emergency School Closures**

The sick bank or vacation bank where applicable shall be charged against teachers who were scheduled to be absent on those day(s) their schools are closed due to an emergency.

**4. Special Circumstance Absences Not to be Charged to Sick Bank**

**a. Childhood Diseases**

The sick leave bank shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: chickenpox, conjunctivitis, measles, mumps, diphtheria, whooping cough, impetigo. In addition, the sick leave bank shall not be charged for three (3) days of absence for classroom teachers who contract head lice or ringworm on the job. The statement of a licensed physician shall be required as proof of the cause for each day of absence.

**5. Purpose and Use**

Sick leave provisions are designed exclusively for absences caused by illness injury, or as otherwise outlined in this Agreement. The District will investigate suspected instances of abuse of sick leave. In connection with its ability to investigate, the District shall have the right to require a doctor's note for any absence from work.

The District may implement a schedule of discipline based upon suspected abuse of the sick bank by any unit member pursuant to District policy.

**6. Notification of Sick Leave Absence and Return**

**A.** When it is necessary to be absent, the teacher should notify the school office or the person designated at the time established by the school. The school office

should be informed of an expected absence early enough to be able to have the substitute teacher arrive before the opening of the school day. The absent teacher must report to the District's attendance program and notify the schools by 2:30 p.m. of the day preceding his/her return.

Employees able to anticipate non-illness absence chargeable to sick leave must make application in advance on a form provided by the District for such purpose.

## **B. Attendance Review**

Excessive Use of Sick Leave - Any employee who uses five (5) or more days of unapproved or non-exempt sick leave in a school year will be determined to have used an excessive amount of sick leave.

Abuse or Capricious Use of Sick Leave - This is a pattern of poor attendance. Examples include but are not limited to:

- Each month earning a sick leave day and using the sick leave day with no sick leave hours or a small amount of sick leave hours in the bank.
- Frequent use of sick leave days on Monday, Friday, or in conjunction with other days off.
- Excessive use of sick leave.

Where an excessive use of sick leave or abuse of sick leave as defined above exists the employee shall be notified by letter at a meeting with the employee's principal or supervisor that he/she is being placed on a six-month attendance review period and the letter shall be a written record of an oral reprimand. During the attendance review period a medical certificate must be provided for any use of sick leave. Where the attendance problem persists, the employee will be subject to an extended attendance review period and/or appropriate discipline up to and including termination.

## **C. Prolonged Illness**

An employee may be granted a leave of absence for prolonged illness not to exceed one year and subject to applicable state and federal law and District policy.

## **D. Medical Examinations**

If a regular school year employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by the Medical Office, or a written request for approval from the employee must be approved by the Division of Human Resources. This applies to absence for one (1) or more days. Approval by the Medical Office requires employee's attending physician to complete a form provided by the District for such purpose and return to the Medical Office.



An employee not able to return to work following four (4) consecutive days of absence for personal illness may, at the District's discretion, have a medical examination by the District's designated physician. The medical examination shall be restricted to the employee's stated reason(s) for the illness absence.

After four (4) consecutive work days of sick leave, a teacher must furnish a statement from his/her physician on a form provided by the District in order to secure his/her next pay check.

Employees who remain on extended sick leave may be asked to have a medical examination by the District's designated physician during the period they are absent after continued absence beyond two (2) consecutive pay periods. Such examinations are required when sufficient evidence of continued illness is not obtainable by other means.

Human Resources may require a medical examination by the District's designated physician for an employee at any time when the maintenance of minimum health standards in a school or department is in question.

An employee returning from a leave of absence may, at the District's discretion, have a medical examination by the District's designated physician. A form provided by the District for such purpose, from the employee's personal physician, is required for return from leave of absence for illness.

An employee who has been ill with a communicable disease must have a medical examination and release by the District's designated physician.

#### **E. Workers' Compensation**

The District shall provide Workers' Compensation insurance for all employees covered by this Agreement in compliance with the laws of the State of Michigan.

An employee will maintain employment for a maximum period of one (1) year from the date of injury while receiving workers' compensation benefits. An employee will continue to receive health insurance and life insurance benefits during the above referenced one (1) year employment period as long as he continues to receive workers' compensation for that one year period. Upon termination from employment with the District, all benefits will end (workers' compensation will apply as provided by the laws of the State of Michigan).

#### **F. Maternity Leaves**

For eligible employees (one year of service and 1,250 hours worked in past 12 months), maternity leaves shall be governed by the Family and Medical Leave Act ("FMLA") of 1993. Under the FMLA, eligible employees are allowed up to 12 weeks (in a rolling 12 month period) of job and benefit protected leave.

## **ARTICLE 11 – OTHER LEAVES**

### **A. General**

The Family Medical Leave Act governs all medical leaves.

Upon written request, the District may grant a leave of absence for a period not to exceed one (1) year. Requests warranting special consideration beyond the one (1) year limitation may be granted at the discretion of the District.

### **B. Military Leaves**

An employee entering any of the armed services or reserves of the United States will be granted a leave without pay for any leave covered by the Uniform Services Employment and Reemployment Rights Act when enrolled and assigned to active duty.

The re-employment rights of employees returning from a military leave will be equal to applicable laws and regulations.

### **C. Study Leaves**

Study leaves shall be granted according to District policy.

### **D. Professional Service Leaves**

Personal service leaves may be granted for elected or appointed service with the Detroit Federation of Teachers, the AFT Michigan, the American Federation of Teachers, or the AFL-CIO, only. Such a leave shall be without pay and shall be renewable annually upon written request of the employee. The teacher's seniority and experience credit shall accrue subject to applicable law.

### **E. Jury Duty**

A teacher who serves on jury duty will be granted leave of absence. The teacher will be reimbursed for the difference between jury duty pay and his/her District salary for the days served. When the teacher is excused from jury duty for a half (1/2) day or more, he/she must notify his/her administrator immediately and report to his/her school or work location for a suitable assignment. Reimbursements will be granted after submitting a form provided by the District for such purpose and official proof of the number of days served to Human Resources. Teachers, when summoned to jury duty, should respond to such summons as directed.

### **F. Sabbatical Leaves**

A contract teacher may apply for a year of sabbatical leave after seven (7) years of continuous or ten (10) years of non-continuous service, three (3) years of which shall immediately precede his/her application.

### **G. Leaves for Exchange Teaching**

A teacher may qualify for a year of exchange teaching if he/she has taught for the District for at least five (5) consecutive years and can meet certain other conditions prescribed by the District.

### **H. Return from Leave**

While leaves of absence are granted for definite periods, a return from leave before the end of the specified period may be effected pursuant to District policy, provided the employee requests to return, a vacancy for which he/she is qualified is available, and the assignment is in accordance with the requirements of the FMLA (when applicable).

An employee is required to notify Human Resources in writing at least two (2) months preceding the expiration date of a leave of his/her wish to return, request an extension, or resign.

An employee returning from a leave of absence may be required to have the approval of the District's designated physician prior to reporting to his/her assignment and may be required to furnish a chest x-ray report.

At the expiration of a leave, if an employee does not return and no extension is granted, the employee will be immediately terminated.

## **ARTICLE 12 – SENIORITY**

### **A. Definition/Accrual**

Seniority in the District means total accumulated contract service and/or permanent assignment service in this bargaining unit in any of the District schools since the most recent date of appointment. Seniority also accrues while the employee is on professional service leave, and approved military service leave subject to applicable law. Seniority does not accrue while on any other kind of leave.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **A. General**

#### **1. Teachers**

For teachers subject to the Teacher Tenure Act, layoffs and recalls shall be conducted in accordance with the Teacher Tenure Act, Michigan Revised School

Code and all other applicable laws, Emergency Manager executive orders and District policies.

## **2. Other Bargaining Unit Members**

Employees in all other bargaining unit classifications will be laid off and recalled in accordance with District criteria including, but not limited to, performance, attendance, disciplinary record, job classification, and seniority. Seniority will be utilized only as a tie-breaker. The District will consult with the Union prior to implementing the above criteria for layoff and recall purposes.

Except as mandated by law and for the 2013-2014 school year only, the District will conduct layoffs and/or recalls of employees represented by the Union in accordance with employee seniority.

### **B. Layoff Notice**

When conditions exist that allow the District to provide notice of layoff, teachers to be laid off will be provided fifteen (15) calendar days' notice subject to applicable state law and District policy. (The layoff notice period for other bargaining unit classifications is located in Appendix B. Appendix B may be subject to change pursuant to District policy).

### **C. Rights Under Layoff**

District payment of health, dental and life insurance benefits carried by regular full time employees laid off shall be continued through the end of the month in which their layoff was effective, except regular full time employees laid off at the completion of the school year. Those employees' benefits shall be continued through August 31<sup>st</sup> of that calendar year.

Employees laid off shall be maintained on a recall/eligibility list for a period of three (3) years from the date of layoff subject to applicable state law.

### **D. Notification of Recall**

A District employee covered by this agreement shall return to work as directed by the District within five (5) calendar days of the date of the notice of assignment letter or three (3) calendar days if notified by telephone or email (absent extenuating circumstances as determined by the District). Failure to respond to the written notice within the timelines above will result in the employee being considered as a voluntary quit and the District shall be under no further obligation to the employee. However, if the teacher who receives an assignment notification is currently employed by another school district and the Detroit Public Schools District offered the teacher an assignment, the teacher will be allowed to complete the school year in that district and will be

considered for a teacher vacancy position in the following school year, provided that the teacher is qualified for the position.

It shall be the responsibility of the employee to notify the District of any change of mailing or email addresses and telephone number immediately after such change.

In the event that an employee covered by this Agreement is laid off (or on an approved leave of absence or otherwise separated from the District) for six months or more, he/she shall be subjected to a criminal history record check which includes fingerprinting at the employee's expense and a drug test before he/she is returned to service with the District.

**E. Unemployment Compensation and Layoff**

A contract teacher who is laid off under the provisions of this Agreement, paid unemployment compensation benefits associated with his/her regular teaching assignment during the summer immediately following the layoff, and subsequently recalled to a similar position by the Monday following the fourth Friday of the next school year, will be paid his/her annual salary rate as if the teacher had been employed the entire school year, reduced, however, by the amount of the unemployment compensation he/she received during the summer immediately following the layoff.

Any such reduction of the total annual salary rate shall be prorated over the entire school year.

**ARTICLE 14 – WORK ASSIGNMENTS**

**A. General**

All work assignments for employees covered by this Agreement will be determined by the District pursuant to the District's discretion and in accordance with applicable State and Federal law.

**B. Part Time/Shared Time Positions**

In its sole discretion, the District may allow members to serve in less than a full-time instructional and instructional support position under the following conditions:

Principals in the individual schools shall reserve the right to determine whether and how many part time/shared time positions shall be available in accordance with guidelines and policies established by the District and the Union.

An employee wishing to serve in a less than full time position must agree to work between two (2) and four (4) days per week (.40-.80).

A part time/shared time employee shall be subject to the rating and evaluation process(es) applicable to full time employees.

An employee newly hired by the District in a less than full time position shall be hired at the pro-rated salary commensurate with his/her degree level, and be afforded all salary incentives in accordance with this Agreement (i.e. outside teaching experience, substitute service).

An employee serving in a less than full time position shall receive sick days on a prorated basis consistent with his/her work schedule (two [2] – four [4] days, .40-.80).

A part time/shared time employee shall be required to participate in parent/teacher conferences and staff meetings.

Certified part time/shared time employees shall not be entitled to any health insurance coverage.

## **ARTICLE 15 – TRANSFERS AND VACANCIES**

### **A. Voluntary Transfers**

#### **1. Open Transfer Period**

The District shall maintain an open transfer period from April 1-July 15.

#### **2. Request for Transfer**

Teachers who wish to change the location of their teaching assignment may apply for a confidential transfer by filing a form provided by the District for such purpose, and providing the form to the Human Resources and to the transfer location.

Teachers who wish to transfer will be subject to the presentation and delivery of a demonstration lesson at the requested transfer location. The principal at the location transfer must approve the transfer.

The request must be renewed annually if the individual wishes to have the request continue to be considered. Transfer requests are listed by Human Resources in the order of receipt and area of specialization.

#### **3. Selection Process**

When a position is to be filled by transfer, the position is to be filled according to District policy.

## **B. Involuntary Transfers**

The District retains the right to transfer teachers based on District Policy Contract teachers shall receive at least one day's notice before they are transferred from one regular assignment to another regular assignment.

## **ARTICLE 16 – TENURE; COMPETENCE: ASSISTANCE AND REPORT**

### **A. Notice Required for Discontinuance of Employment of Tenured Teacher**

No teacher on continuing tenure shall discontinue his/her services to the school system except by mutual consent, without giving a written notice to the District at least sixty (60) days before September first of the ensuing school year. Discontinuance in any other manner will result in forfeiture of rights to continuing tenure previously acquired and shall forfeit all benefits owed upon termination.

### **B. Teacher Evaluation Process**

Teachers subject to the Teacher Tenure Act shall be evaluated in accordance with the evaluation requirements provided in the Teacher Tenure Act and the Michigan Revised School Code. The District shall have the sole discretion in the development and implementation of a teacher evaluation tool.

For teachers not subject to the Teacher Tenure Act and all other bargaining unit members, the District will develop a performance evaluation tool to be used for evaluation and/or utilize the existing Detroit Public Schools Division of Human Resources Employee Performance Evaluation Process.

### **C. Discipline or Discharge**

#### **1. Teachers**

Discharge/disciplinary action shall be for reasons that are non-arbitrary and non-capricious.

#### **2. Other Bargaining Unit Members**

Discharge/disciplinary action shall be for "Just Cause."

## **ARTICLE 17 - PERSONNEL FILES**

### **A. General**

Maintenance of personnel files and access to personnel records shall be as provided in the Bullard-Plawewcki Employee Right to Know Act.

## **B. Removal of Reprimands**

An employee may request removal of an official reprimand that has been in the personnel file for a three (3) year period provided no other official reprimands have been received during this period. The reprimand will be removed with the concurrence of the administrator who submitted the reprimand. In the event the employee has experienced a change in his/her administrator, the reprimand will be removed with the concurrence of the present administrator.

## **ARTICLE 18 – CLASS SIZE LIMITATIONS**

### **A. Class Size Maximums**

#### **1. Grades K-3**

The District will make reasonable efforts at limiting class size for grades kindergarten through three (3) to between seventeen (17) and twenty-five (25) students.

#### **2. Grades 4-5**

The District will make reasonable efforts at limiting class size for grades four (4) and five (5) to thirty (30) students.

#### **3. Grades 6-12**

The District will make reasonable efforts at limiting class size for grades six (6) through twelve (12) to thirty-five (35) students with the following exceptions: band, choir, secondary physical education, and JROTC.

#### **4. Alternative Schools**

The District will make reasonable efforts at limiting the class size for alternative schools to eighteen (18) students.

#### **5. Special Education Classes**

The number of children assigned to special education classes shall be in accordance with the state recommended standards.

#### **6. Split Grade Classes**

The District retains the right to implement split grade/classes within its discretion.

#### **7. Summer School Classes**



Maximum class size goals also apply to summer school.

8. The Letter of Agreement regarding class size executed on July 6, 2011 is extended through the duration of this agreement.

## **B. Reorganization of Classes**

### **1. Grades K-3**

The District will make reasonable efforts at reorganizing classes from and after the 4<sup>th</sup> Wednesday in the fall and the 2<sup>nd</sup> Wednesday in the spring semesters, if oversize classes in kindergarten through grade three (3) develop as a result of additional pupils entering the school or if classes above forty (40) are the result of inequitable school organization.

### **2. Grades 4-5**

The District will make reasonable efforts at reorganizing classes from and after the 4<sup>th</sup> Wednesday in the fall and the 2<sup>nd</sup> Wednesday in the spring semesters, if oversize classes in grades four (4) through five (5) develop as a result of additional pupils entering the school or if classes above forty-five (45) are the result of inequitable school organization.

### **3. Grades 6-12**

The District shall make reasonable efforts at reorganizing classes from and after the 4<sup>th</sup> Wednesday in the fall and the 2<sup>nd</sup> Wednesday in the spring semesters, if in spite of good faith efforts, oversize classes in grades six (6) through twelve (12) develop or if classes above sixty (60) are the result of inequitable school organization.

## **ARTICLE 19 – TEACHER ACTIVITIES**

### **A. Professional Development**

The District retains the right to determine all levels and requirements of professional development in accordance with the Teacher Tenure Act, the Michigan Revised School Code and District policy.

### **B. State Continuing Education Clock Hours**

Each teacher is encouraged to attend at least one (1) District offered professional development (PD) session each month, October - May. Qualified teachers may receive "State Continuing Education Clock Hours" (SCECHs), formerly known as State Board Continuing Education Units (SB-CEUs), for the successful completion of each PD session. In order to qualify for SCECHs,

teachers must report to each session on time, sign in, participate in session activities and sign out at the end of the session.

A teacher may be released immediately following student dismissal for up to three (3) Wednesdays per school year to attend District offered PD sessions where SCECHs are obtainable. The teacher shall be released by his/her principal on those Wednesdays upon verification by the Office of Professional Development of enrollment in the SCECH offered PD session.

### **C. Parent-Teacher Conferences**

Each semester, specific times for parent-teacher conferences shall be designated by the principal. All scheduled conferences must be in compliance with the Michigan Department of Education mandated days and/or hours of instruction. These conferences shall be held at least four (4) times per year. Teacher attendance is required for all scheduled conferences. In addition to the scheduled conference, teachers shall confer with parents at other times mutually convenient to the teacher and parent.

Upon request of the kindergarten teacher and approval of the principal and District, an additional half (1/2) day may be used for parent-teacher conferences each semester, provided that such scheduling does not impact the school's ability to meet Michigan Department of Education mandated days and/or hours of instruction.

Special education teachers may, with the approval of the principal, utilize up to one (1) full day, designated for parent-teacher conferences to make visits or follow-up calls. In cases of particular urgency, additional time may be granted upon request and with the approval of the principal and the District.

Elementary teachers may, with permission of the principal, utilize up to one-half (1/2) day or a part of the day designated for parent-teacher conferences for home visits.

### **D. Pupil's Report Card Marks**

It shall be the responsibility of the teacher to maintain adequate records to support all marks, which shall be the basis for determining suitability of the grade.

Pupil report cards will be administered consistent with District policy.

### **E. Progress Reports and Individual Learning Plans**

Teachers shall prepare and distribute progress reports for parents outlining the area(s) of progress and/or deficiency in accordance with the directive of the Division of Academics and shall be available for conferences with parents in addition to the regularly scheduled Parent-Teacher Conference. Such

conferences shall be scheduled at times mutually convenient for the teacher and parent.

Individual Learning Plans (ILPs) and progress reports shall be made available to parents for review during Parent/Teacher Conferences.

## **ARTICLE 20 – STUDENT DISCIPLINE**

Student discipline shall be administered consistent with District policy and the District's "Rights and Responsibilities of Students in the Detroit Public Schools" (formerly the "Student Code of Conduct.")

## **ARTICLE 21 – LEGAL LIABILITY**

- A. In the event that a legal action or complaint is filed against the employee involving actions taken by the employee in his/her authorized employment capacity for the District, the District will provide legal representation and indemnification provided that:
1. A copy of the Complaint and Summons or other relevant legal papers is transmitted to the District's Office of General Counsel within seven (7) calendar days or five (5) business days after service upon the employee/defendant.
  2. If at any time prior to or during the District's representation and indemnification of the employee, pursuant to the District's investigation and reasonable determination, it is determined that the employee/defendant was not acting within the scope of his/her authorized authority and duties as a representative and employee of the District, the District shall withdraw representation and cease its obligation to indemnify.
  3. If at any time prior to or during the District's representation and indemnification of the employee, pursuant to the District's investigation and reasonable determination, it is determined that the employee's actions were not in accord with District policy in carrying out the functions that gave rise to the legal action, the District shall withdraw representation and cease its obligation to indemnify.
  4. If at any time prior to or during the District's representation and indemnification of the employee, pursuant to the District's investigation and reasonable determination, it is determined that the employee's actions were illegal or criminal in nature, the District shall withdraw representation and cease its obligation to indemnify.
- B. Except as provided for in Article Twenty Three, the District will not provide legal representation or indemnification for the employee if he/she has been charged with

criminal or illegal activity arising from the employee's actions during the course of his/her employment.

- C. As a prerequisite to receiving legal defense/indemnification, an employee who requests legal defense or indemnification pursuant to this Article, shall cooperate in the investigation and defense of his/her case.
- D. The employee's failure to cooperate could result in denying or withdrawing the defense and indemnification. Prior to withdrawal, the District will provide written notification to the employee and the Union which lists the specific areas in which cooperation is lacking. Within five (5) business days of receipt of such notification from the District, the Union shall attempt to secure the employee's cooperation.
- E. The Union or employee shall, within five (5) days of receipt of the notification, notify the District in writing with a detailed explanation as to how the specific areas in which cooperation is lacking will be remedied. If such notification is not received within the five (5) day period, or the detailed explanation is not satisfactory to the District, the District may withdraw representation and cease its obligation to indemnify.
- F. Any subsequent failure to cooperate by the employee will result in the withdrawal of representation and indemnification.
- G. The provisions of this Article are not intended to prevent an employee from retaining legal representation other than that provided by the District. If, however, an employee elects to obtain legal representation outside of the District, the employee is fully responsible for any and all costs, legal fees, interest or judgments which result from the legal process.
- H. With the exception of Article Twenty Three, decisions by the District with respect to the provision of legal representation and indemnification to individual employees shall not be subject to the grievance procedure, provided, however, in the event the Union disagrees with the District's decision on reasonable grounds, at the Union's request it may meet with the Office of General Counsel for the District for the purpose of appealing such decision.

## **ARTICLE 22 – ASSAULT**

### **A. Assault Defined**

For purposes of this Agreement, "Assault" shall be defined as a physical assault or an attempt at physical assault.

Members of the bargaining unit who are the victims of such occurrences as robbery or assault, while in school or engaging in school related activities, assignments, or duties

regardless of the time or place shall have released time with pay for court appearances related to the assault.

## **B. Transfer/Suspension of Students Upon Assault**

A child who initiates and inflicts a physical assault upon a teacher shall be transferred to another school and/or expelled from the school district in accordance with due process rights, applicable state law and the District's "Rights and Responsibilities of Students in the Detroit Public School" (formerly the "Student Code of Conduct"). Age and size of the offender shall be taken into consideration.

When the parent/guardian of a student assaults a teacher, the student may be subject to transfer to another school. If requested by the teacher, the District shall expedite the transfer of the teacher to another school where a vacancy exists for which the teacher is certified and qualified.

## **ARTICLE 23 - TUITION REIMBURSEMENT**

Reimbursement for tuition is suspended for the duration of this Agreement.

## **ARTICLE 24 - PERSONAL PROPERTY LOSS**

Personal property reimbursement is eliminated from this Agreement.

## **ARTICLE 25 – SCHOOL REORGANIZATION/RECONSTITUTION**

Reconstitution/Reorganization shall be consistent with applicable State and Federal law, including, but not limited to, the No Child Left Behind. Schools subject to Reconstitution/Reorganization shall be staffed at the discretion of the District.

## **ARTICLE 26 – SPECIAL PROGRAMS**

### **A. Special Education**

#### **SMI/SXI Program**

All teachers currently classified as 48-week employees in the SMI/SXI program will be reclassified as 39-week employees.

The 48-week SMI/SXI Program will be maintained on a year-to-year basis at the discretion of the District.

If the SMI/SXI program is extended beyond 39 weeks, the teachers selected to work will be paid at their regular daily rate.

Teachers will be selected, within the discretion of the District, to work the extended program.

## **B. Adult Education**

All teachers and counselors in the adult education program must meet state certification requirements, pursuant to the applicable state laws.

### **Termination of Adult Education Classes**

A class may be terminated (closed) during the first five (5) weeks of the fall and spring semesters if it has not demonstrated proportionate growth toward an enrollment level of ten (10) students in vocational education, fifteen (15) students in adult basic education and eighteen (18) students in secondary. A class may be terminated (closed) during the first two (2) weeks of the summer semester if it has not been demonstrated proportionate growth toward an enrollment level of ten (10) students in vocational education, fifteen (15) students in adult basic education and eighteen (18) students in secondary education.

## **C. Summer and Night School**

All assignments of teachers to positions after school, in night school, in summer school and in extended day programs including, but not limited to, State and Federally funded programs, if any, shall be within the discretion of the District.

## **D. Interscholastic Athletic Programs, Music, Dance and Academic Games**

### **1. Interscholastic Athletic Program**

All coaches, assistant coaches and other coaching personnel assignments will be made consistent with the District's Athletics Coach Assignment Policy.

Coaches, assistant coaches and other coaching personnel who are not assigned in regular positions within this bargaining unit may be terminated with or without cause and with or without notice.

Employees in a regular full time position who have an additional assignment as a coach may be terminated from their coaching assignment with or without cause and with or without notice.

### **2. Music Education**

All band directors, orchestra directors and choir directors with performing groups will be paid the same as softball coaches, subject to the following qualifications:

- a. Such teachers must perform a minimum of six (6) outside performances per school year with the exception of the winter and spring concerts.
- b. Outside engagement forms must approved by the music supervisor.

**3. Dance Teachers**

One (1) dance teacher per school with a performing group will be paid the same as a softball coach, subject to the following criteria:

- a. Must have a minimum of eighteen (18) hours of dance credit from an accredited college or university.
- b. Must maintain a performance group of a minimum of ten (10) dancers.
- c. Must program a minimum of six (6) approved out-of-school performances, not including winter and spring concerts.
- d. Must participate in at least one (1) city-wide dance calendar event.

**4. Teachers of Academic Games**

Teachers of academic games coaching students for various year-round competitions at school, district and national levels will be eligible to receive an annual stipend.

- a. Paid positions will be assigned to each school based on its enrollment.

<b>Enrollment</b>	<b>Paid Positions</b>
0-500	1.0
501-1,000	2.0
1,001-Up	3.0

- b. It is agreed that if more coaches participate than there are paid positions assigned to that school, the stipend(s) will be shared equally.
- c. The stipend will be equal to that of softball coaches and will be paid at the end of the school year.

**ARTICLE 27 – SUBSTITUTES**

**A. Right to Outsource Substitute Service**

The District has the right to outsource any and all substitute service in accordance with any applicable law.

If the District employs substitutes, the following applies:

## **B. Categories of Substitutes**

There shall be four (4) categories of substitute teachers defined as follows:

- 1. Substitute I – Retiree** (Job Code Classification AR90)  
Employees assigned to this classification are retired teachers who may work a schedule of one (1) to five (5) days per week.
- 2. Substitute II – Day-to-Day** (Job Code Classification 9000)  
Employees assigned to this classification are non-contract teachers who do not meet the qualifications as defined for Substitute III or Substitute IV or who have requested to be assigned as a Substitute II and work in day-to-day assignments with a minimum of THREE (3) daily assignments per week.
- 3. Substitute III – FMLA/LOA** (Job Classification 9130)  
Employees assigned to this classification are non-contract teachers who are certified, or who are enrolled in an approved plan of work and who meet an annual requirement to complete a minimum of six (6) hours of coursework in an approved Teacher Certification Program relative to the content area of the assignment.

The Substitute III performs the duties of the classroom teacher of record. Employees assigned in this classification must work five (5) days per week pursuant to the schedule of the absent teacher.

**Reclassification of Substitute III** – Refusing any assignment will result in reclassification to a Substitute II or termination at the District’s discretion.

- 4. Substitute IV – Long-Term/Vacancy** (Job Code Classification 9500)  
Employees assigned to this classification are non-contract teachers who are certified, or who are enrolled in an approved plan of work and who meet an annual requirement to complete a minimum of six (6) hours of coursework in an approved Teacher Certification Program relative to the content area of the assignment.

Substitutes assigned in the classification serve in a vacancy and perform duties as the classroom teacher of record. The Substitute must work five (5) days per week.

**Reclassification of Substitute IV** – A substitute IV who does not maintain eligibility will be reclassified as a substitute II at the District’s discretion at any time during the school year. Refusing any assignment will result in reclassification to a Substitute II or termination at the District’s discretion.

## **C. Substitute Allowance**



The District shall determine the maximum number of substitutes in each of the above four (4) categories.

#### **D. Benefits**

The Substitute IV classification is the only classification that is eligible to receive health, dental and life benefits. The other substitute classifications are not eligible for benefits, except as provided by state and federal laws.

#### **E. Substitute Teacher Policy**

1. All terms and conditions of employment such as, but not limited to, pay and evaluation shall be governed by the District's Substitute Teacher Policy.
2. Violations of any provision of the District policy regarding substitute service will result in the termination of employment.

### **ARTICLE 28 –SUPPORT STAFF**

#### **A. General**

All members not subject to the Teacher Tenure Act shall serve a 90-day probationary period during which time the member can be terminated with or without cause and with or without notice. The Union shall have no right to grieve the termination.

#### **B. Counselors**

##### **1. Lunch Period**

Counselors will have a scheduled duty-free lunch period corresponding to the lunch period for teachers in the same building. In each building, lunch periods for counselors shall be scheduled so as to insure maximum available counseling service to students throughout the lunch times.

##### **2. Summer School Assignments**

Counselors may be assigned to summer school assignments at the discretion of the District.

##### **3. Discipline of Students**

When, in the opinion of the counselor, his/her dissemination of a discipline decision will destroy or seriously impair the counselor-counselee relationship, the counselor will so inform the principal or his/her designee and request the principal or his/her designee to disseminate the discipline decision.

#### **4. Work Beyond School Year**

Counselors directed in writing by the District to work in school before the first day of the school year, or after the last day of the school year, shall be paid at the workshop rate of pay. The requirement of a written directive does not apply when all counselors are scheduled to work before the first day or after the last day.

#### **C. Educational/Compact Technicians and Special Instructors**

Educational technicians, compact technicians and special instructors must be paid for all hours worked. If the work assignment for an educational technician, compact technician, and/or special instructor is equal to one (1) FTE, their work hours shall be determined by the District within its discretion and will include a paid lunch.

If an educational technician, compact technician and/or special instructors is directed to attend any school-related activity that falls outside of the regular work day (e.g. Wednesday staff meeting, parent teacher conference or open house) they shall be paid their regular hourly rate, subject to overtime status.

#### **D. Health and Physical Education Teachers**

**CPR and Life Saving Certificates** - All health and physical education teachers shall have a valid/current CPR Certificate on file in the Human Resources – Office of Certification/Employee Records by the beginning of the second semester.

All health and physical education teachers newly assigned/transferred to a school where there is a swimming pool must have and maintain a valid/current Lifesaving Certificate on file in the Human Resources – Office of Certification/Employee Records.

The District will provide the opportunity for health and physical education teachers to secure and maintain CPR certificates. The District will provide the opportunity for health and physical education teachers who are assigned to a school where there is a pool to secure and maintain the Lifesaving certificates.

#### **E. JROTC Instructors**

##### **1. Duties**

JROTC instructors and assistants shall assume those duties assigned by the principal which are not in conflict with site accreditation requirements and North Central regulations in addition to the particular responsibilities related to their sphere of instruction (military materials-uniforms-etc.)

##### **2. Supervision and Evaluation**

The Director of Army Instruction shall supervise and evaluate all JROTC personnel according to criteria formulated in Military directives and regulations as set forth by the Department of the Army, the U.S. Training and Doctrine Command, Fort Monroe, VA and Headquarters Second ROTC Region, Fort Knox, KY. It is recognized, however, that the JROTC program is part of the total teaching program within the schools and that the school administrator shall have the responsibility for the supervision and evaluation of the JROTC instructor's performance as it relates to his or her effectiveness in the local school setting. It is desirable that the school administrator and the Director of Army Instruction consult generally on evaluations of all JROTC instructors. Copies of evaluations shall be made available to JROTC instructors. Requirements and standards mutually acceptable to the U.S. Army and the District must be maintained.

### **3. Salaries**

Salaries for JROTC instructors and assistant instructors shall be an amount that, when added to their retired United States Army pay, shall be no less than the amount of their active duty pay and allowances exclusive of hazardous duty pay.

Salaries for JROTC instructors and assistant instructors shall be adjusted annually based on retired and active duty United States Army pay raises and shall be effective January 1 for each school year, pursuant to Letter of Agreement JROTC Instructors and Assistant Instructors executed May 24, 2002.

### **F. Psychologists**

Psychologists shall be responsible for at least three (3) evaluations or reevaluations per week unless prevented from doing so by circumstances beyond their control.

### **G. Registered Nurses**

#### **1. Schedule**

Registered nurses will continue their former schedule of working hours in order to be present whenever the children are present, accomplish their work load, and continue to make home calls.

#### **2. Salary Information**

Non-degree nurses are paid on Steps 1-4 of the B.A. salary schedule.

Experience and credit shall be granted on the salary schedule for hospital and industrial clinic experience.

### **H. Social Workers**

When there is a change of assignment for a school social worker, sufficient time will be allowed for the social worker to come to closure with his/her students, school staff and to complete records.

**I. Speech and Language Pathologists**

Speech and language pathologists hold a Master's degree in Speech and Language Pathology and Certificate of Clinical Competency in Speech, but do not hold a teaching certificate.

**ARTICLE 29 – SELF GOVERNING SCHOOLS**

Schools identified by the District as DPS Self-Governing Schools shall have control over the budget, curriculum, hiring and overall operations of the school. While these schools will generally adhere to the terms of this Agreement, the schools are not bound by any of the express terms provided any divergence from the terms of this Agreement is approved by the Self-Governing School's governing council.

**ARTICLE 30 – OUTSIDE EMPLOYMENT**

Outside employment shall not interfere with an employee's employment obligations with the Detroit Public Schools.

An employee may engage in outside business activity or outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the employee's duties and responsibilities as an employee with the District. All employees are subject to the District's Financial Disclosure and Conflict of Interest Policy.

**ARTICLE 31 – DIRECT DEPOSIT/DEBIT CARD**

The District has the right to and will implement, at its discretion, the payment of wages to employees covered by this agreement through direct deposit or a payroll debit card and issue pay advices electronically in accordance with state law.

**ARTICLE 32 - ENTIRE AGREEMENT**

This document contains the parties' entire agreement with respect to their respective rights and obligations. The Union waives the right to bargain over any condition of employment which has not been addressed by this Agreement. Any Letters of Understanding executed prior to the effective date of this Agreement and past practices which were in effect prior to the effective date of this Agreement which are not contained within or attached to this Agreement shall be considered null and void.

### **ARTICLE 33 – CHANGE AND TERMINATION**

1. The provisions of the “Collective Bargaining Agreement under the Local Government and School District Fiscal Accountability Act and Public Employment Relations Act between the School District of the City of Detroit and the Detroit Federation of Teachers, Local 231, AFT, AFL-CIO,” effective July 1, 2012 not specifically changed herein are carried forward into this Agreement.
2. This Agreement shall be effective, except where expressly stated otherwise, through June 30, 2016.

**Letter of Agreement  
between  
The School District of the City of Detroit  
and  
The Detroit Federation of Teachers**

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**RESOLUTION OF 2009-2010 SCHOOL YEAR RECALL  
STEP II GRIEVANCE CASE NO. A11-007**

By their representatives' signatures below, the School District of the City of Detroit (the "District") and the Detroit Federation of Teachers ("DFT") are parties to the following: (1) grievance case known as Step II Grievance Case No. A11-007 which alleges a violation of the recall provisions of the parties' collective bargaining agreement ("CBA") during the 2009-2010 school year; hereafter referred to as "Pending Matter." In resolution of the aforementioned Pending Matter, the District and the DFT agree as follows:

In consideration for a maximum total payout of \$300,000 (for the "Pending Matter"), the Union agrees to release the District from and withdraw any and all current and future grievances, arbitrations and claims against the District regarding the "Pending Matter" with prejudice and the parties agree that the case is resolved and closed. This Letter of Agreement shall be implemented upon ratification of the parties' 2012-2016 collective bargaining agreement by the Union and approval by the Emergency Financial Manager.

**DFT Union:**

**School District of the City of Detroit:**

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\_\_\_\_\_  
  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Roy S. Roberts, Emergency Financial Manager

**Letter of Agreement  
between  
The School District of the City of Detroit  
and  
The Detroit Federation of Teachers**

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**PEER ASSISTANCE AND REVIEW (PAR) PROGRAM**

In an effort to identify, establish, retain and sustain a staff of highly effective teachers, the School District of the City of Detroit and the Detroit Federation of Teachers agree to develop specific recommendations for the restructure of the Peer Assistance and Review (“PAR”) Program as early as the 2014-2015 school year.

The parties shall meet during the summer of 2013 to develop timelines and strategies for the expedient implementation of the PAR Program as soon as possible.

Implementation and sustaining of the PAR Program shall be contingent upon available funding for the duration of the Agreement between the parties.

These recommendations shall include:

- (1) Identification of sustainable funding source(s) for PAR
- (2) Application and selection Process for the position of PAR Consultants
- (3) Eligibility requirements for the position of PAR Consultant
- (4) Duties and responsibilities for PAR Consultants
- (5) Working conditions including length of school year and salary/benefits for PAR Consultants
- (6) Training for PAR Consultants

**DFT Union:**

**School District of the City of Detroit:**

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Roy S. Roberts, Emergency Financial Manager