

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, 2005 – June 30, 2009

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PREAMBLE

This Agreement is effective July 1, 2005 through June 30, 2009, and is between THE SCHOOL DISTRICT OF THE CITY OF DETROIT, hereinafter called “the District,” and the DETROIT FEDERATION OF TEACHERS, affiliated with the AFT MICHIGAN and the AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter called “the Union.”

The District shall be considered the employer for all contractual and statutory purposes.

WHEREAS, the District and the Union believe in the importance of schools as an agency for the preservation and extension of our democracy; and

WHEREAS, the parties to this Collective Bargaining Agreement (“Agreement”) have a common goal of providing the best possible education for all children; and

WHEREAS, the District and the Union are mutually committed to the human rights and dignities of all, and to policies and programs of racial integration and desegregation as being necessary to good education, good management, and good government; and

WHEREAS, the parties to this Agreement are mutually committed to the necessity of equal educational opportunity for all pupils of the District with no exclusion from any program on the basis of race, religion, creed, social or economic status; and

WHEREAS, it is the mutual responsibility of all members of the District to insure that good order and discipline are maintained throughout the District and that the classroom teacher is fully supported in all reasonable measures taken by him/her to maintain and effectuate good order and discipline in his/her classroom; and

WHEREAS, the success of the District’s educational program is dependent upon knowledge, skill and creative ability of teachers; and

WHEREAS, the Union recognizes that the basic responsibility of each teacher is to use his/her skill and expertise in the most effective manner to improve the quality of education offered by the District; and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom and the District which is responsible for the operation of the school system; and

WHEREAS, the parties to this Agreement believe that the best interests of public education will be served by established procedures for bargaining with teacher representatives on matters of common concern and for providing orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Union has been duly elected by a majority of teachers as the exclusive representative of teachers for the purpose of dealing with the District on matters of teacher concern; and

WHEREAS, the laws of the State of Michigan authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining agreements with the representatives of their employees; and

WHEREAS, the parties desire to incorporate their agreements and certain other matters into a formal contract, and believe that such action is in the best interests of community, children, school system and teachers;

THEREFORE, the parties agree as follows:

ARTICLE ONE - DEFINITIONS

Wherever the term “school” is used, it is to include any work location or functional division or group in which a grievance may arise.

Wherever the term “Superintendent” is used, it is to include the Superintendent or that person’s designee.

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

Wherever the term “teacher” is used, it is to include all members of the bargaining unit except in situations where the reference is in a context which denotes application only to a teaching teacher in a school classroom, e.g. school day, clock hours, program assignment, teaching periods, etc.

Wherever the term “Union representative” is used, it is to include the Union building representative or his/her designee or any other representative designated by the Union.

Wherever the singular is used, it is to include the plural.

ARTICLE TWO - RECOGNITION

The District recognizes the Union as the sole and exclusive bargaining representative for all elementary and secondary teachers and other positions including, but not limited to:

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 THREE – RIGHTS AND RESPONSIBILITIES OF THE DISTRICT

A. General

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, except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. However, all 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, and 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.

B. Meetings on Policy Matters

The District, through its designated representatives, shall meet with the Union, through its designated representatives, for the purpose of discussing school policies and problems relating to the implementation of this Agreement.

The Superintendent and administrative staff officers shall be designated to represent the District in all such discussions, and the following procedures shall apply:

1. Formal inquiries from the Union or requests for special meetings shall be directed to the Superintendent.
2. Official replies shall be made by the Superintendent or his/her designated agent to all requests and/or reports made by the Union.
3. Depending on the nature of the problem, the Superintendent shall meet with the Union.
4. The Superintendent will meet with Union members in an open forum twice a year.

ARTICLE FOUR – 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 effective date of this Agreement (as to present employees), or 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 in the amount equal to the regular bi-weekly Union membership dues uniformly required of employees of the District who are members of the Union.

The District shall inform all present employees within thirty (30) days of the opening of the school year, and future employees and employees returning from leave within thirty (30) days of hire or return, of their obligations under this section; provided that the failure of the District to so inform shall not be a defense to any employee who has failed to comply with the provisions of this section. The District shall notify the Union of all new hires, and returns from absence or leave, and separations

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 uniformly required as a condition of acquiring or obtaining membership in the Union, 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.

ARTICLE FOUR – UNION MEMBERSHIP AND AGENCY SHOP FEES (Continued)

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

Beginning the 2006-07 school year, the District shall begin automatic deduction of 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. Political Action Deductions

The District agrees to make payroll deductions available to members of the bargaining unit for the Union's Political Action Fund under the following conditions: The member's authorization shall be voluntary. It shall not be a condition of continuing membership or employment. The Union agrees to pay in full all costs related to the implementation and maintenance of the aforementioned payroll deduction.

If any provision of this section is invalid under Federal or State law, said provisions shall be modified to comply with requirements of said Federal or State law.

E. 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.

ARTICLE FIVE - UNION REPRESENTATIVES/ACTIVITIES

A. Union Representatives

1. Building Representatives

The principal shall recognize the elected Union building representative as the official representative of the Union in the school. If there are separate facilities, there may be separate representatives.

In senior high schools, the building representative shall be relieved of one class from the teaching program for the purpose of performing Union building responsibilities.

In any elementary or middle school in which there are more teachers than there are homerooms or conference classes, whichever is applicable, the Union building representative shall be excused from such assignment. In schools where no such relief is possible, relief from some other duty assignment shall be arranged.

It is understood that in the determination of whether or not there are a sufficient number of teachers in the elementary school available to perform required duties, the parties acknowledge the necessity to consider such factors as the size and organization of the particular school. In consideration of such factors, however, the priority will be given to the School Union Representative whenever it is determined that at least one of the teachers in such building is to be released from a duty assignment. In no case shall release from such assignment deprive students of essential services.

In determining whether or not there are more teachers than necessary to cover homeroom or conference classes, teachers assigned to more than one school for the purpose of providing supportive services shall not be counted.

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.

2. Super-Seniority

Building representatives shall be considered, by reason of their position, to have top seniority for purposes of transfer and assignment of duties (Super-Seniority).

3. Special Projects

The Union shall have the right to designate a project Union representative who shall be recognized by the Project Director as the official Union representative of projects in separate facilities (e.g. JROTC and pre-school).

ARTICLE FIVE - UNION REPRESENTATIVES/ACTIVITIES (Continued)

4. School Union Committee

The Union representative and his/her committee shall be called the School Union Committee. Membership on the School Union Committee shall be determined by the

Union. The committee shall include members of the bargaining unit in addition to the school Union representative.

The principal shall meet at least monthly with the School Union Committee, if requested by the Union representative, to consult on local school problems and policies as they relate to established District policies and procedures and this Agreement. No other committee shall exist for this purpose.

The discussion of other matters, as agreed upon for discussion by the principal and the School Union Committee, is not precluded by the above. However, the principal and the School Union Committee do not have the authority to reach any decision which changes this Agreement or any established District policy or procedure.

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 and enforcing this Agreement. The District recognizes that the Union needs access to the employees in order to carry out this responsibility. The District grants exclusively to the Union such access and other privileges as are specifically set forth herein.

2. Right to Visit Schools and Investigate Working Conditions

The District shall permit one or more designated regular staff members of the Union, or off-duty teacher representatives of the Union, to visit the schools to investigate working conditions, teacher complaints or problems, or for any other purpose 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 and substitutes shall be provided.

ARTICLE FIVE - UNION REPRESENTATIVES/ACTIVITIES (Continued)

At the request of the Union, fifty (50) school days shall be allowed, without loss of pay or benefits, for the purposes designated by the Union.

Such days, if not used, shall be banked cumulatively to one hundred (100). During the life of this Agreement, the Union may borrow against future days. The daily rate of any substitute service which the District provides will be paid by the Union.

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 bulletin board shall be identified with the name of the Union, and the authorized representative of the Union, or his/her designee, shall have the responsibility for posting materials on the bulletin board.

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

The District shall designate a school in proximity to the Union office (or the Union office itself) which may be used by the Union as a pick-up stop for the purpose of sending and receiving authorized material.

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

D. General

Union teacher representatives will serve on District Advisory Committees.

In any instance where faculty representation for special committees is desired or needed, the Union will be consulted.

E. Strike Prohibition

The Union will not engage in or encourage strike action of any type during the life of this agreement.

ARTICLE SIX – FAIR PRACTICES

In accord with District policy, no person or persons, departments or divisions responsible to the District shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership in, or association with the activities of, the Union.

In accord with the Constitution, the Union will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status.

The Union and the District agree to continue to work affirmatively in implementing their mutual objective of effective integration of faculties and student bodies in all District schools.

ARTICLE SEVEN - GRIEVANCE PROCEDURE

A. Grievance Definition

A grievance is a complaint submitted as a grievance involving the work situation, or that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy; or that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. Grievance Procedure

Problems and grievances shall be presented or adjusted in accordance with the following procedure:

The teacher with a problem 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 problem, 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 sixty (60) calendar days from the time an event took place or within sixty (60) 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.

The above time limit of sixty (60) calendar days does not apply to errors that occur in the computation of wages or fringe benefits.

- a. A grievance may be lodged and thereafter discussed with the principal:
 - i. By a teacher accompanied by a Union representative;
 - ii. through a Union representative if a teacher so requests; or
 - iii. by a Union representative in the name of the Union.
- b. Within ten (10) school 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 two (2) copies to the Union representative.

STEP 2. Within ten (10) school days after receiving the decision of the principal, the Union may appeal his/her decision to the Superintendent. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

ARTICLE SEVEN - GRIEVANCE PROCEDURE (Continued)

- a. Within ten (10) school days after delivery of the appeal, the Superintendent shall investigate the grievance, including giving all persons who participated in Step 1 and representatives from the Union a reasonable opportunity to be heard. Upon request of the Superintendent or the Union, all parties will meet at the same time.
- b. Within fifteen (15) school days after delivery of the appeal, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Union who participated in this step, and to the principal.

STEP 3. If the Union is dissatisfied with the decision of the Superintendent, the Union may within thirty (30) school days submit any grievance under this agreement to final and binding arbitration under the labor arbitration rules of the American Arbitration Association, 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. 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 (other than a member of the American Arbitration Association) shall issue a written decision no later than thirty (30) days following the submission of each parties' counsel's brief to the arbitrator.

C. General

1.
 - a. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.
 - b. No teacher at any stage of the grievance procedure will be required to meet with any administrator without Union representation.
2.
 - a. 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.

ARTICLE SEVEN - GRIEVANCE PROCEDURE (Continued)

- b. If the grievance is of such nature as to require immediate action such as may be required in transfer cases, the person acting for the Union may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Union representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 2.
- 3.
- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
 - b. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.
4. The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

D. Individual Grievance Under PERA

Any individual teacher presenting a grievance on his/her own behalf within the meaning and application of Public Relations Employment Act (PERA), as amended, MCLA 423.201 et. seq. shall not be accompanied by nor represented by an officer, executive, delegate, representative or agent in any capacity of any organization other than the Union. In such case of an individual teacher presenting a grievance on his/her own behalf under such statutory proviso, the administrator concerned will provide the Union with a copy of the grievance and with a copy of any disposition thereof.

ARTICLE EIGHT - SCHOOL SCHEDULES

A. School Year

1. Length of School Year

The first day of the new school year shall be a full day of work. All teachers are to report to their assigned school at the regularly scheduled time in the morning. The negotiated school year calendar is set forth in Appendix A of this Agreement.

2. End of Semester Schedule

The end of the first semester shall consist of one-half (1/2) day on the last day of the first semester for teacher use in their own rooms for personal planning, individual reorganization, records, etc.

One (1) full day at the end of the second semester shall be used for teachers to complete records.

3. State Mandated Days/Hours of Instruction

- a. 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, the additional school days and/or hours of instruction will be rescheduled for compliance. The Union will be consulted 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.

This plan may include, but will not be limited to, the elongation of the school day.

- b. In the event that it is determined by Student Information Systems that a school's daily hours are out of compliance with the state mandate, the principal will meet with the school Union committee and jointly create a plan to bring the school into compliance.

This plan may include, but not be limited to, the elongation of the school day.

This plan will be given to Student Information Systems for review of compliance requirements and, if acceptable, forwarded to the Superintendent or his/her designee, for final approval. If acceptable, the plan will be forwarded to Student Transportation and the school principal for implementation.

ARTICLE EIGHT - SCHOOL SCHEDULES (Continued)

B. School Day

1. Purpose

Teachers shall use the school day for:

- a. Planning and preparing for their classes.
- b. Teaching their pupils.
- c. Evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.
- d. Reporting their evaluations of pupil progress to the school administration and to the parents of children whom they teach at appropriate times during the school year.
- e. Assuming other responsibilities for the education, health, safety and welfare of their pupils.
- f. Provide professional service to the school and community for the purpose of assisting in the development and implementation of quality education in the District.

2. Scheduling

a. General

No school day shall begin prior to 7:30 a.m. or later than 9:00 a.m.

Every effort shall be made to assign each teacher to one (1) classroom by making full use of each available classroom in the school for instructional purposes.

When teachers are required to teach in more than one (1) classroom, every effort shall be made to limit the total number of classrooms to three (3).

The general practice of scheduling classroom teaching periods shall be covered by the following standards. Deviation may occur where there is mutual consent for experimental programs or where other temporary conditions require it.

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 exactly seven (7) hours and thirteen (13) minutes, which shall include a forty (40) minute duty-free lunch.

In order to assist with the supervision of students upon entry, elementary teachers are to be on duty at their rooms at the entry bell.

ARTICLE EIGHT - SCHOOL SCHEDULES (Continued)

Kindergarten Schedule - Kindergarten teachers and principals in local schools will jointly develop an appropriate plan for the two days following registration and entry testing which will make available for each kindergarten teacher one-half (1/2) day per kindergarten class without students to complete kindergarten records. Such a plan must conform to the requirement of State regulations for student attendance. Upon approval of the designees of the Superintendent, such a plan shall be implemented.

c. Middle School Day

In middle schools, the regular school day for assigned teaching, planning and consultation functions shall be exactly six (6) hours and forty-seven (47) minutes, which shall include a twenty-five (25) minute duty-free lunch period.

Class Scheduling – Each middle school teacher shall teach five (5) periods of at least fifty (50) minutes, one (1) fifteen (15) minute record homeroom and supervise students during passing time between classes.

Alternative schedules may be developed by the administrator as long as they meet State mandated hours of instruction. The Union will be consulted in advance concerning such proposed alternative schedules. When another assignment, such as duty or other educational responsibility which is equivalent to a class is assigned, the teacher will be relieved of one (1) of the five (5) class assignments.

The middle school teaching program shall consist of teacher-pupil contact by each teacher of 315 minutes per day. This time shall be utilized for instructional periods, record-homeroom, and passing time between classes. Each middle school teacher shall teach at least five 50-minute periods, one 15-minute record-homeroom and supervise students during passing time between classes. Alternate schedules may be developed by the administration as long as they meet the 315 minute requirement.

d. High School Day

In high schools, the regular school day for assigned teaching, planning and consultation functions shall be exactly seven (7) hours and fifteen (15) minutes, which shall include a fifty-five (55) minute duty-free lunch. Beginning with the 2003-2004 school year, the high school duty period will be eliminated.

ARTICLE EIGHT - SCHOOL SCHEDULES (Continued)

Class Scheduling – Each high school teacher shall teach five (5) periods and supervise students during passing time between classes. However, teachers shall not be required to supervise students during passing time between classes prior to their lunch period or preparation period.

All class periods at the high schools shall be at least fifty-five (55) minutes long, with the exception of one (1) period which shall have a ten (10) minute period attached to it.

Alternative schedules may be developed by the administration as long as they meet State mandated hours of instruction. The Union will be consulted in advance concerning proposed alternative schedules. When another assignment or educational responsibility which is equivalent to a class is assigned, the teacher will be relieved of one (1) of the five (5) class assignments.

Yearbook, Newspaper, Drama Classes - In senior high schools sponsoring a school paper, a yearbook or a school play, the teachers involved shall not have more than five (5) classes, one of which shall be called Journalism (Y- yearbook or N - newspaper) or Drama. These classes may be extended into a duty period.

Voluntary Sixth Period - Teachers certified and qualified to teach in those areas designated as being short due to lack of personnel may volunteer to accept an additional class. Such classes in the high schools shall be taught during duty (or preparation) periods by persons volunteering.

Subsequent to receiving written applications, additional assignments shall be first offered to members of the department in which the class is scheduled, based on seniority. Eligible teachers must be satisfactory in their current assignment in order to qualify.

Shortage areas will be identified at the beginning of the school year or semester with the understanding that the District's goal is to fill all vacancies with regular full time teachers and offer additional classes to staff only when it becomes apparent that such positions cannot be filled.

The Union will be notified of each shortage area so identified before providing assignments.

Such additional assignments shall be for one (1) semester. Each class period shall be considered a one-hour assignment with teachers being paid one-eighth (1/8) (0.125) of their daily rate.

Teachers who volunteer and are assigned to teach additional classes will still work their regular clock hours day while receiving compensation for the assignment.

Duty Assignments - The school administration, in consultation with the Union Committee, shall prioritize staff needs for various duty assignments. The administration will make multiple assignments based on priorities established.

Duties shall not include preparation, plans, grading or reports unless time is provided during the period.

3. Interruptions

Classroom interruptions are detrimental to a good learning environment and to the continuity of a well planned classroom operation. Therefore, teachers and administrators accept the joint responsibility to minimize such interruptions.

4. Relief From Non-Teaching Chores

To the extent that Federal or other funds are available for such purposes, school service assistants should be provided to handle non-teaching chores connected with the classroom under the direction of the assigned teacher.

The use of teachers to perform non-instructional functions shall be kept to a minimum and positive action shall be taken by the District to eliminate the need for teachers to perform such functions as soon as funds and staff permit. Positive action will include seeking out and utilizing state and federal funds. In the event that it is necessary to assign teachers to non-teaching duties, it shall be on an equitable basis for the entire staff.

The assignment of school service assistants in a particular school is a proper subject of discussion between the principal and the School Union Committee. Before finalizing the assignment of school service assistants in a particular school, the principal will afford the School Union Committee the opportunity to make observations concerning them.

5. Dissimilar Preparations

Dissimilar preparations per teacher in middle and senior high schools should be limited to three (3). Prior to the assignment of a fourth dissimilar preparation, the administration and Union committee will meet to see if the additional dissimilar preparation can be avoided. Dissimilar preparations shall not exceed five (5).

ARTICLE EIGHT - SCHOOL SCHEDULES (Continued)

6. Preparation Periods

a. Elementary Preparation Periods

Each elementary teacher (pre-kindergarten through grade five [5]) shall receive a minimum of five (5) sixty (60) 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 common preparation period. The common preparation period shall occur on Fridays. The specific period during the day which shall serve as the common preparation period may vary from school to school.

For the 2006-2007 and 2007-2008 school years only, all teachers within grades kindergarten through grade five (5) shall have four (4) preparation periods per week, which shall include the common preparation period.

b. Middle School Preparation Periods

Each middle school teacher shall have a daily preparation time of fifty (50) minutes.

c. High School Preparation Periods

Each high school teacher shall have one (1) fifty-five (55) minute preparation period daily.

d. Procedure for Lost Preparation Time

When a teacher's preparation period must be assigned for other purposes, the assignments shall be rotated so that all of the staff share these burdens equitably.

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. Time must be repaid within five school months of the time lost.

Lost preparation periods shall not carry over from one school year to the next school year. Lost preparation periods not made up by the end of the school year shall be compensated in the form of the current hourly rate.

ARTICLE EIGHT - SCHOOL SCHEDULES (Continued)

7. Field Trips

Substitute service shall be provided for teachers who accompany pupils on approved field trips whenever a school is unable to provide class coverage without a substitute. This clause is not intended to cover the loss of preparation periods nor is it intended to preclude the voluntary exchange of preparation periods.

8. Teachers' Meetings

Teachers should plan to reserve Wednesday afternoon for building meetings or for development, coordination and implementations of the school improvement plan. Meetings will be scheduled as necessary by the building principal. Unless the principal and Union agree otherwise in advance, the length of the Wednesday meeting period should be limited to one (1) hour. During the school improvement period, teachers may work in pairs, groups, teams or even alone as appropriate to prepare lesson plans and to do other implementation, development and coordination work needed to realize the school's local improvement plan.

Principals will determine the frequency of Wednesday teachers' meetings in accordance with this Article.

Both parties recognize the value of utilizing an occasional city-wide meeting. When such meetings are necessary, attempts will be made to televise them, preferably on a Wednesday.

No more than six (6) meetings per year may be used for inservice/workshop activities without remuneration. Such meetings are not to be consecutive. The length of the inservice/workshop meetings shall follow the guidelines above. Specific techniques for teachers to use in providing improved instructions and assistance to students will be the priority for meetings devoted to inservice/workshop activities.

One (1) teacher meeting per month shall be used for all teachers to participate in IEP development and implementation meetings.

ARTICLE NINE – PROFESSIONAL COMPENSATION

A. Wages

The salary schedules set forth in Section B below include the following agreements of the parties:

1. The salary for the 2006-2007 school year shall be the salary in effect for the 2005-2006 school year. Increment steps frozen during the 2005-2006 school year shall be restored.
2. A base salary increase of one percent (1%) for all bargaining unit members (unless specified elsewhere in the Agreement) shall be effective the first day of the first semester of the 2007-2008 school year.
3. A base salary increase of two and one half percent (2.5%) for all bargaining unit members (unless specified elsewhere in the Agreement) shall be effective the first day of the first semester of the 2008-2009 school year.

B. Detailed Salary Information

1. Salary Schedules

2005-06 Salary Schedule

Step	Bachelors	Masters	Masters Plus 30 Hours	Doctorate
1	\$36,297	\$40,121	\$40,421	\$40,721
2	39,288	43,619	43,919	44,219
3	41,316	46,127	46,427	46,727
4	43,284	48,573	48,873	49,173
5	45,310	51,012	51,312	51,612
6	47,343	53,529	53,829	54,129
7	49,381	55,962	56,262	56,562
8	51,343	58,477	58,777	59,077
9	53,369	60,917	61,217	61,517
10	60,208	70,046	70,346	70,646
11	-----	-----	70,746	71,046

The 2005-06 Salary Schedule reflects a 0% increase over the 2004-05 Salary Schedule.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

2006-07 Salary Schedule

Step	Bachelors	Masters	Masters Plus 30 Hours	Doctorate
1	\$38,297	\$40,121	\$40,421	\$40,721
2	39,288	43,619	43,919	44,219
3	41,316	46,127	46,427	46,727
4	43,284	48,573	48,873	49,173
5	45,310	51,012	51,312	51,612
6	47,343	53,529	53,829	54,129
7	49,381	55,962	56,262	56,562
8	51,343	58,477	58,777	59,077
9	53,369	60,917	61,217	61,517
10	60,208	70,046	70,346	70,646
11	-----	-----	70,746	71,046

The 2006-07 Salary Schedule reflects a 0% increase over the 2005-06 Salary Schedule except for a \$2,000 increase in BA Step 1 agreed to by the parties during the 2006 negotiations.

The annual salary actually paid for the 2006-2007 school year was adjusted to reflect the deduction of four days pay (including Labor Day).

2007-08 Salary Schedule

Step	Bachelors	Masters	Masters Plus 30 Hours	Doctorate
1	\$38,680	\$40,523	\$40,823	\$41,123
2	39,681	44,056	44,356	44,656
3	41,730	46,589	46,889	47,189
4	43,717	49,059	49,359	49,659
5	45,764	51,523	51,823	52,123
6	47,817	54,065	54,365	54,665
7	49,875	56,522	56,822	57,122
8	51,857	59,062	59,362	59,662
9	53,903	61,527	61,827	62,127
10	60,811	70,747	71,047	71,347
11	-----	-----	71,447	71,747

The 2007-08 Salary Schedule reflects a 1.0% increase over the 2006-07 Salary Schedule.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

2008-09 Salary Schedule

Step	Bachelors	Masters	Masters Plus 30 Hours	Doctorate
1	\$39,647	\$41,537	\$41,837	\$42,137
2	40,674	45,158	45,458	45,758
3	42,774	47,754	48,054	48,354
4	44,810	50,286	50,586	50,886
5	46,909	52,812	53,112	53,412
6	49,013	55,417	55,717	56,017
7	51,122	57,936	58,236	58,536
8	53,154	60,539	60,839	61,139
9	55,251	63,066	63,366	63,666
10	62,332	72,516	72,816	73,116
11	-----	-----	73,216	73,516

The 2008-09 Salary Schedule reflects a 2.5% increase over the 2007-08 Salary Schedule.

2. Salary Schedules and Formulas for Instructional and Non-Instructional Personnel

The salary schedules listed above are applicable to the following categories of employees: attendance agents, school community agents, registered nurses (degreed), o/m specialists, occupational therapists, physical therapists, music therapists, psychologists, school social workers, teachers, day trade teachers, teacher counselors, teacher consultants, audiologists, speech pathologists, instructional specialists, literacy coaches, art therapists, behavioral specialists, special education transition specialists, IEP compliance specialists.

Day trade teachers who teach reimbursable vocational courses shall receive annual increments through the ninth step of the salary schedule, providing they make satisfactory progress on the improvement and validation of the Michigan Vocational Education Certificate required. Day trade teachers who earn a Bachelor's degree, qualify for a Michigan Secondary Provisional Certificate and are granted a Detroit teaching contract, shall then progress in regular fashion on the teacher salary schedule.

Master's plus thirty (30) hours salary level is to be used for those who hold a Juris Doctor degree.

Attendance agents and school community agents are eligible through Step 9.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

Attendance agents who have at least eighteen (18) semester or twenty-seven (27) quarter hours' credit beyond the B.A. degree from an accredited college or university in a planned course of study directly related to their professional development shall advance through Step 10 of the salary schedule.

3. Specific Classification Wages

2005-09 SALARY SCHEDULES – VARIOUS CLASSIFICATIONS

Accompanist				
Step	2005-06	2006-07	2007-08	2008-09
1	\$32,764	\$32,794	\$33,092	\$33,920
2	34,117	34,117	34,459	35,321
3	35,446	35,446	35,801	36,697
4	36,783	36,783	37,151	38,080
5	38,122	38,122	38,504	39,467

Assistant Attendance Officer				
Step	2005-06	2006-07	2007-08	2008-09
1	\$14,862	\$14,862	\$15,011	\$15,387
2	15,163	15,163	15,315	15,698
3	15,466	15,466	15,621	16,012
4	15,767	15,767	15,925	16,324
5	16,070	16,070	16,231	16,637
6	16,370	16,370	16,534	16,948
7	16,673	16,673	16,840	17,261
8	16,974	16,974	17,144	17,573
9	17,185	17,185	17,357	17,791

Promoted Counselor				
Degree	2005-06	2006-07	2007-08	2008-09
MA	\$71,446	\$71,446	\$72,147	\$73,916
MA+30	72,146	72,146	72,847	74,616
Doctorate	72,446	72,446	73,147	74,916

JROTC Instructor				
Months	2006	2007	2008	2009
10	\$61,184	\$62,181	\$64,276	TBD
12	73,421	74,618	77,132	TBD

JROTC Assistant Instructor				
Months	2006	2007	2008	2009
10	\$52,273	\$53,219	\$54,950	TBD
12	62,728	63,863	65,940	TBD

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

Work Study Assistant				
Step	2005-06	2006-07	2007-08	2008-09
1	\$35,191	\$35,191	\$35,543	\$36,432
2	37,487	37,487	37,682	38,809
3	39,780	39,780	40,178	41,183

4. Hourly Classification Rates

2005-09 SALARY SCHEDULES – HOURLY CLASSIFICATION RATES

Job Description	Step	2005-06	2006-07	2007-08	2008-09
Accompanist		\$24.84	\$24.84	\$25.09	\$25.72
Adult Education – Non-Certified		27.91	27.91	28.19	28.90
Adult Education – Teacher (BA)	1	27.91	27.91	28.19	28.90
	2	30.13	30.13	30.44	31.21
	3	31.63	31.63	31.95	32.75
Adult Education – Teacher (MA)	1	30.83	30.83	31.14	31.92
	2	33.51	33.51	33.85	34.70
	3	35.44	35.44	35.80	36.70
Adult Education – Teacher-in-Charge (BA)	1	29.77	29.77	30.07	30.83
	2	32.14	32.14	32.47	33.29
	3	33.74	33.74	34.08	34.94
Adult Education – Teacher-in-Charge (MA)	1	32.89	32.89	33.22	34.06
	2	35.76	35.76	36.12	37.03
	3	37.79	37.79	38.17	39.13
Assistant Attendance Officer		11.76	11.76	11.88	12.18
Compact Technician		21.74	21.74	21.96	22.51
Counselor		27.91	27.91	28.19	28.90
Educational Technician		21.74	21.74	21.96	22.51
JROTC Drill Team		27.31	27.31	27.59	28.28
Psychologist		27.91	27.91	28.19	28.90
Registered Nurse		27.91	27.91	28.19	28.90
School Social Worker		27.91	27.91	28.19	28.90
Special Instructor		27.91	27.91	28.19	28.90
Teacher		27.91	27.91	28.19	28.90
Teacher-in-Charge		29.77	29.77	30.07	30.83
Work Study Assistant		27.52	27.52	27.80	28.50

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

5. Workshop Rates

WORKSHOP RATES

Job Description	2005-06	2006-07	2007-08	2008-09
Assistant Attendance Officer	\$9.69	\$9.69	\$9.79	\$10.04
Teacher	23.00	23.00	23.23	23.82
Technicians (Compact & Educational)	12.28	12.28	12.41	12.73

6. Athletic Program Rates

Interscholastic Athletic Program

	2005-06	2006-07	2007-08	2008-09
Academic Games	\$2,731	\$2,731	\$2,759	\$2,828
Baseball Coach	2,731	2,731	2,759	2,828
Basketball Assistant Coach	2,277	2,277	2,300	2,358
Basketball Head Coach	3,869	3,869	3,908	4,006
Cheerleader Coach	3,869	3,869	3,908	4,006
Cross Country Coach	1,819	1,819	1,838	1,884
Dance Teacher	2,731	2,731	2,759	2,828
Drill Team Leader	2,731	2,731	2,759	2,828
Field Hockey Teacher	2,731	2,731	2,759	2,828
Football Assistant Coach	2,277	2,277	2,300	2,358
Football Head Coach	3,869	3,869	3,908	4,006
Golf Coach	1,819	1,819	1,838	1,884
Music Education	2,731	2,731	2,759	2,828
Softball Coach	2,731	2,731	2,759	2,828
Swim Coach	2,731	2,731	2,759	2,828
Tennis Coach	1,819	1,819	1,838	1,884
Track Coach	3,189	3,189	3,221	3,302
Volleyball Coach	2,731	2,731	2,759	2,828

7. Increments

Annual increments shall be effective the first day of the first semester for employees working in a full-time position on April 1 of the same calendar year.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

C. Calculation of Daily Rate

For all purposes in this Agreement, for the 2005-06 and 2006-07 school years, which a daily rate is not specified, including but not limited to the payout of sick days upon retirement, the determination of pay reductions for employees who are unable to supplement time off with appropriate sick time, the payback of days borrowed during the 2005-2006 school year, the compensation for oversized classrooms, pay for extended work/assignments and separation pay owed pursuant to previously decided arbitrations, the daily rate of pay shall be an employee's annual salary as provided in the appropriate salary schedule divided by 195.

Effective the 2007-2008 year, the daily rate shall be an employee's annual salary as provided in the appropriate salary schedule divided by 190.

D. Super Steps

Four (4) additional steps, at the rate of \$3,000 per step, beyond the current maximum of Step 10 or 11 will be granted according to criteria determined by the District which will include, but not be limited to the following:

1. Advancement beyond Step 10 or 11 will occur after at least three (3) years of satisfactory performance at Step 10 or 11 and at least three (3) years of satisfactory performance up to the fourth step in this section.
2. Participation in professional development activities as designed jointly by the Union and the District.
3. Minimum of twenty-one (21) hours towards advanced degree in subject area of certification in area currently teaching. The Union and the District will agree on the defined subject areas for which the hours will be earned (e.g. elementary subjects).
4. Designed certification programs through national professional organizations (such as National Board for Professional Teaching Standards) or certification programs with universities in specific subject areas.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

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 re-employment 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 prior to October 1, 2006 shall be allowed credit on the salary schedule for up to eight (8) years of outside teaching experience. New teachers hired on or after October 1, 2006 shall 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.

3. Military Service

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

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

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 in the District. Effective October 1, 2006, maximum allowance for such substitute teaching shall be two (2) steps upon subsequent approval for contract status. Former limited license instructors who became long-term substitutes on January 14, 2006 may be given credit up to Step 7 of the salary schedules, provided they achieve full Michigan certification by August 31, 2007 and are placed in a contract position appropriate for their certification for the 2007-2008 school year.

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. Annual Salary for Non-Regular School Year Employees

Assignments made for other than the regular school year will be at a proportionate annual salary.

G. 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.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

H. 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.)

I. Master's Plus 30 Hours

A teacher 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 (Form 4005) and presentation of satisfactory proof of having completed the necessary requirements for receipt of such advanced preparation differential.

J. 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.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

Any adult education teacher who is scheduled to teach a class shall be paid for the full class time until such class is officially canceled.

K. Longevity Bonus

All employees who, as of June 30 in any year, have completed fifteen (15) or more years of service as full-time employees of the District shall receive \$250 added pay.

Accompanists and registered nurses who, as of June 30 in any year, have completed eleven (11) or more years of service as full time employees of the District shall receive \$250 added pay; Twelve (12) month registered nurses shall receive \$300.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

L. Mileage

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 from center to center to teach classes during the same day.

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

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

M. Pay Schedules

All regular school year salaried DFT staff shall be paid on a twenty-two (22) pay frequency schedule, unless they elect the twenty-six (26) pay frequency schedule. All staff 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.

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

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.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

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.

ARTICLE NINE – PROFESSIONAL COMPENSATION (Continued)

N. Premium Payments

Special education and longevity payments will be paid to employees in one (1) lump sum after June 30 and before August 1 of the calendar year in which it is earned.

O. Certification Bonus

Auditorium teachers, senior teachers, 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) shall receive the following annual bonus:

Regular School Year Employees	\$125
Full Year Employees	\$154

Teachers and teacher consultants of the emotionally impaired and autistic shall receive the following annual bonus:

Regular School Year Employees	\$225
Full Year Employees	\$277

Day trade teachers in special education schools also receive \$125 annually.

Teacher coordinator – team leader received \$1000 annually.

ARTICLE TEN - INSURANCE

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

All full-time employees shall receive full family health, dental, optical and employee only life insurance.

Effective the 2006-2007 school year, all bargaining unit members shall be required to pay ten percent (10%) of the premium for health insurance.

Benefits for substitutes are specified in Article Thirty Two of this Agreement.

1. Health Insurance

a. Health Insurance Options

Eligible employees may elect to apply health insurance to himself/herself and dependents under Blue Cross-Blue Shield of Michigan, Blue Care Network, Blue Cross-Blue Shield PPO, Health Alliance Plan or Total Health, Inc. (See Addendum.)

With respect to health insurance coverage only, the District may, following consultation with the Union, choose a different carrier(s), but with equivalent insurance coverage and/or level of benefits. In the event of a dispute as to the equivalency of insurance coverage and/or level of benefits, such dispute shall be submitted to a mutually acceptable insurance actuarial consultant whose decision shall be final and binding. The cost, if any, shall be shared equally by the District and the Union.

b. Application

Employees must apply for coverage within sixty (60) days of initial employment or during open enrollment periods.

ARTICLE TEN – INSURANCE (Continued)

c. Prescription Co-Pay

Effective January 1, 2006, the co-pay for generic equivalent prescription drugs will be three dollars (\$3) per prescription and the co-pay for non-generic prescription drugs will be fifteen dollars (\$15) per prescription. If there is no generic equivalent, the co-pay will be three dollars (\$3) per prescription.

Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than thirty (30) days. There will be no co-pay for this service.

d. Emergency Room Co-Pay

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

e. HMO Coverage for New Hires

All new hires will receive HMO coverage for the first two (2) years of employment.

f. General

A preferred provider organization plan (PPO) for laboratory testing shall be available for those members who have selected BC/BS. HMOs are not included.

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

Dual choice shall be available in all HMO policies. (Dual choice program allows a female to receive care from an OB/GYN without a referral from a primary care physician.)

2. Dental Insurance

Eligible employees may choose from the following dental plans: Delta Dental Plan of Michigan, Delta Premiere or DenCap. (See Addendum.)

3. Optical Insurance

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

ARTICLE TEN – INSURANCE (Continued)

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 and substitute 3s who worked in this classification for two (2) years immediately preceding their death or retirement. The policies shall provide the payment of \$20,000 to employee designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

The District shall continue to contribute approximately ten percent (10%) of the cost of supplementary group life insurance.

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. Compensable (On the Job) Injuries

In case of a compensable injury, an employee is entitled to receive free medical, surgical and/or hospital care at any one of the officially designated hospitals. If the necessity for treatment does not appear until after the employee has left his/her place of employment, any of the designated hospitals may be used.

Except where the service is furnished in an unusual emergency where minutes count, the District will not pay the fees of other hospitals or doctors, nor will it reimburse employees for fees paid to other hospitals or doctors; and any such claims will be refused if the District finds that a designated hospital could have been used.

C. 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 benefits for a husband and wife who are both regular District employees.

ARTICLE TEN – INSURANCE (Continued)

D. Opt Out Plan

Employees who are covered by a health care plan offered by an employer other than the District and can provide evidence of such coverage, who do not elect to take hospitalization-medical coverage offered by the District, may each enrollment year at the time of the enrollment period, opt out from District coverage and for said enrollment year receive a \$1,200 payment from the District as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the District's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternative coverage. If the employee returns to the District's coverage under the conditions just stated, the employee shall pay back pro rated the said \$1,200 payment provided herein. The \$1,200 will be paid for each enrollment year that the employee elects to opt out under this provision.

HEALTH INSURANCE ADDENDUM

The health insurance benefits shall be no less than those described in the Blue Cross Blue Shield of Michigan Certificate and Rider Definitions and the Benefits in Brief pamphlet dated May 1981 (A).

Comprehensive Hospital Care (Comp Hosp.) – complete hospital care without any co-payments or deductibles for semi-private rooms and necessary ancillary services for a period of 120 days (30 days for nervous/mental or pulmonary TB).

All non-emergency hospital admissions will be pre-authorized by the health care administrator. Length of stay will also be predetermined and monitored for those hospital admissions that are approved. Hospital stay can be extended where medically necessary.

D45NM — extends the number of hospital days from 120 to 365 for general conditions, and from 30 to 45 for nervous/mental conditions. Days remain at 30 for pulmonary TB.

XF & EF (Exact Fill) — coverage that complements Medicare and fills the “gaps” that exist between Medicare and basic benefits provided to subscribers under age 65.

MVF-A (Michigan Variable Fee) — pays the usual, customary and reasonable doctor charges for covered services, i.e., surgery, anesthesia, medical care, inpatient consultations, emergency first aid, etc. Physician agrees to accept BCBSM's payment as payment in full when they check “Pay Doctor” box on claim form (this occurs with over 95% of claims paid).

ML — waives the members' liability of the first \$5 or 10%, whichever is greater, for diagnostic and therapeutic radiology and laboratory services.

ARTICLE TEN – INSURANCE (Continued)

DCCR (Dependent Children Continuation Rider) — automatically extends coverage to dependent children between 19 and 25 years old. The cost of this rider is spread over the entire group.

SD (Sponsored Dependents) — extends coverage to dependents over 19, related by blood or marriage, or, if not related, must reside with the subscriber and be reported on subscriber's last Federal Income Tax return. SD are not eligible for Master Medical coverage.

PDP (Prescription Drug Program) — covers drugs which require a physician's prescription by Federal law.

MAC-PDP — a program which encourages the use of generic equivalent drugs to save money.

MM3 — extends and provides benefits beyond the basic certificate, i.e., office calls, durable medical equipment, oxygen, ambulance, medical supplies, outpatient psychiatric services, etc. The subscriber is liable for a deductible and co-insurance per calendar year of \$50 per person, \$100 per family — 20% co-pay.

The co-payment is 50% for outpatient psychiatric and private duty nursing services up to a \$2,000 maximum per year, \$5,000 lifetime.

MMC-PD — excludes drugs as a covered item under the Master Medical program.

PCES — provides coverage for pre-surgical (second opinion) patient consultations with a physician selected by the member from the list of physicians participating under the Program.

PCES 2 — same as PCES except a second opinion is mandatory for certain procedures.

SAT-2 — provides coverage for detoxification (3-5 days) and habilitation (up to the maximum nervous/mental days available) for alcoholism and drug abuse.

COB-3 — coordination of benefits are applied to other health insurance benefits. The standard COB tests are used to determine primary and secondary responsibility for claim payment.

The companies individually or otherwise may improve benefits as long as there is no added costs to the District.

ARTICLE TEN – INSURANCE (Continued)

DENTAL INSURANCE ADDENDUM

The dental program level of benefits shall be no less than those described in the Delta Dental Plan of Michigan Dental Care Certificate and the Delta Dental Plan of Michigan/School District of the City of Detroit Summary of Dental Plan Benefits (effective March 1, 1983).

A general description on benefit levels follows: 100% of Class 1A Benefits — preventative, diagnostic and emergency palliative services; 85% of Class 1B Benefits — radiographs, oral surgery, restorative, periodontic and endodontic services; 50% of Class II Benefits — bridges, partial and complete dentures; 50% of Class III Benefits — orthodontic services to age 19.

The annual maximum is \$1,500 per eligible family member per contract year for Class I & II Benefits. A \$1,500 lifetime maximum applies to Class III Benefits per eligible person.

ARTICLE ELEVEN - RETIREMENT

A. Retirement Contributions and Improvements

The District will make the state required contribution to the State of Michigan School Employees Retirement System.

The District, in cooperation with the Union and other collective bargaining units, shall actively participate in efforts to improve retirement benefits.

B. Tax Sheltered Annuity

Tax sheltered annuity programs are available to eligible employees.

C. Payment of Unused Sick Days Upon Retirement

Upon retirement from the District with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employees' Retirement System, all bargaining unit members shall be paid one-half (1/2) of the daily rate for each day in their sick bank between one (1) and seventy (70).

In addition to the sick day payout provided above, regular classroom teachers whose attendance has a direct effect on the amount of substitute service needed shall be paid one-fifth (1/5) of the daily rate for each day in their sick bank between seventy one (71) and one hundred forty (140), and one-fourth (1/4) of the daily rate for each day in their sick bank between one hundred forty one (141) and two hundred (200). There shall be no pay for accumulation above two hundred (200). Teachers who left the Union and returned without a break in District service must work at least one (1) full year upon return to be eligible for the payout beyond seventy (70) days.

For the 2006-2007 school year, all bargaining unit members shall have frozen five (5) sick days of their 2006-2007 allotment. These five (5) sick days will be paid upon retirement at the rate of pay in effect at such time.

D. 39 Week Conversion Payout

Pursuant to the 1966-67 collective bargaining agreement, a teacher employed for the full 1966-67 school year has been credited with an additional day's pay based upon his/her 1966-67 salary for each day actually worked during the 40th week of the 1966-67 school year. This money is payable to such teachers in a lump sum upon separation from the system.

E. Work After Retirement

Pursuant to State law, retired teachers may work full or part time in a regular position, as a mentor or in relief of regular teachers participating in professional development activities.

ARTICLE ELEVEN – RETIREMENT (Continued)

Conditions of Work

1. Can only be placed in critical shortage areas as identified by State Superintendent of Education.
2. Shall be certified to teach the subject they've been assigned.
3. Shall be paid at Step 1, effective the first day of the first semester of the 2006-2007 school year.
4. Shall not receive any benefit beyond salary except those required by law.
5. Shall be considered to have zero seniority for purposes of calculating teacher service.
6. Shall not be eligible for any leaves other than those proscribed by law.
7. Shall not be eligible for assault pay.
8. Evaluation will be based on requirements of the Teachers' Tenure Act.

F. Death Benefits

\$350 shall be paid to the designated beneficiaries or the estate of employees who retire directly from the District with two (2) or more years of service upon the death of the retired employee.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES

A. Sick Leave

1. Accumulation and Carryover of Sick Days

Sick leave for regular school year teachers shall accumulate 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) through four (4) – twelve (12) sick days
- Year five (5) and beyond – fifteen (15) sick days

Hourly-rated employees shall accumulate 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 stubs 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 Catastrophic Bank sick leave days to maintain regular gross earning without affecting the teacher's regular sick leave bank.

Teachers will be provided an annual update on the number of days in their Catastrophic Bank.

b. Borrowing of Days

Teachers in their first year of employment may, with a promissory note, borrow up to five (5) additional sick days for extended illness. These days will be deducted at the beginning of the following school year.

After one full year of employment, teachers may, with a promissory note, borrow up to ten (10) additional sick days for extended illness. These days will be deducted at the beginning of the following school year.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

For purposes of this section, extended illness shall mean illness requiring use of consecutive days during or following hospitalization or home confinement for serious illness or accident requiring a doctor's care.

Any teacher who terminates his/her employment shall repay the school system the amount owed for sick leave days advanced under this policy.

c. Reclassification to DFT Bargaining Unit

Teachers who left the Union, and without a break in District service thereafter returned to the Union, shall have the immediate ability to use all days currently showing in their sick bank.

2. 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. Workers' Compensation

In absences involving compensation under the State of Michigan Compensation law, charges to sick leave allowances are made only to the extent necessary to maintain the employee's bi-weekly gross earnings.

c. Death Leave

Absence due to death of a family member of the immediate family may be charged to sick leave to the extent of one (1) to five (5) scheduled working days as necessary for each death.

- i. 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.
- ii. The working days allowed must be consecutive scheduled working days:

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

- (a) if employee works on day of death: the days allowed do not include the day of death but begin with the first scheduled working day immediately following the day of death.
- (b) if day of death is a scheduled work day and employee does not work on that day: the days allowed begin with and include the day of death.
- (c) if day of death is not a scheduled work day or occurs during vacation periods: the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

d. Certain Emergencies

Certain non-illness absences may be charged to sick leave, but all such charges combined may not exceed a total of five (5) days in any one fiscal year. Two (2) of these five (5) days may be used for personal business which does not fall into the designated categories, but which cannot be conducted any other time because of conflict with the normal school working day; otherwise, except as indicated below, absence for personal business beyond two (2) days means loss of pay. A letter must be submitted to the Chief Financial Officer requesting approval for any emergency absence in excess of two (2) days. Absences in excess of a total of five (5) days in any one (1) fiscal year that do not fall in the categories below, will also result in loss of pay.

- i. Absence to attend wedding of member of the immediate family only.

Not Chargeable to Sick Leave:

- (a) Absence for wedding of other than members of immediate family.
- (b) Absence to arrange for weddings.

- ii. Absence for employee's own wedding:

Chargeable to Sick Leave:

- (a) Such working days as fall within seven (7) consecutive calendar days including and subsequent to wedding day.
- (b) Day of wedding is counted as one (1) of seven (7) days but only charged to sick leave if a scheduled working day.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

(c) Saturdays, Sundays, and holidays, if any, within a seven (7) day period are counted as part of this limit.

- iii. Absence to attend funerals other than those of members of the immediate family.

Not Chargeable to Sick Leave:

Absence to make funeral arrangements.

Chargeable to Sick Leave:

(a) Time actually required to attend funeral and return.

(b) Local funerals usually involve one-half (1/2) or one (1) day only.

- iv. Absence caused by exposure to contagious disease in the immediate family where employee, though not ill himself, is required by Board of Health to be absent from work.

- v. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible.

Not Chargeable to Sick Leave:

Where other relatives are available to “provide necessary care” it is assumed that employee’s provision of care is not necessary since “other arrangements” are possible.

Chargeable to Sick Leave:

(a) The “necessary care” must be such as would be prescribed by a physician or required by incompetency of relative requiring care.

(b) In almost all cases, “other arrangements” are considered possible – certainly within one (1) day of the emergency.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

vi. Absence because of required court appearance:

Not Chargeable to Sick Leave:

- (a) Employees are expected to arrange legal meetings and conferences on non-work days. Absences because of “required appearances” on work days that could have been scheduled for non-work days may not be charged to sick leave.
- (b) Probate hearings are generally set to accommodate those involved. Such hearings should be set on non-work days or during vacation periods.
- (c) Absence for “required court appearance” in cases initiated by employee, especially where personal property gain are involved, is not chargeable sick leave.
- (d) Absence accompanying a friend or relative to court is not considered “required” and may not be charged to sick leave.

Chargeable to Sick Leave:

“Required appearance” as evidenced by subpoena or court summons, or a written request from the Accident Prevention Bureau.

vii. Absence because of transportation failure or breakdown where no other means of transportation are available.

Not Chargeable to Sick Leave:

- (a) Absence due to failure to allow sufficient travel time for weather interference and other normal transportation hazards (includes grounded planes, snow-bound buses, and failure to obtain travel reservations).
- (b) Absence in cases where lack of transportation is due to fact that employee resides outside city limits.

viii. Absence due to catastrophes resulting from fire, floods, tornadoes, etc., which make it impossible for employee to report for duty:

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

Not Chargeable to Sick Leave:

Subsequent to catastrophes, if it is possible to make necessary arrangements outside of working hours, employee is expected to report for duty.

- ix. Absence because of required observance of recognized religious denomination.

Not Chargeable to Sick Leave:

If it is possible to fulfill necessary religious obligations outside of working hours, employee is expected to report for duty.

3. Special Circumstance Absences Not to be Charged to Sick Bank

a. Emergency School Closures

The sick bank shall not be charged against teachers who were scheduled to be absent on those day(s) their schools are closed due to an emergency (e.g. workers' compensation and assault pay, ongoing paid illness, excused with pay, leave with pay, jury duty, etc.)

b. 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 of such absence.

c. Assault Related Absences

Employee absences resulting from school-related assault shall not be charged against sick leave.

4. 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.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

The parties agree that the District may implement a schedule of discipline based upon suspected abuse of the sick bank by any unit member subject to the just cause provision.

5. Notification of Sick Leave Absence and Return

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 should notify the school by 2:30 pm of the day preceding his/her return so that the substitute may be released in time for another assignment.

Employees able to anticipate non-illness absence chargeable to sick leave must make application in advance on a form provided by the District (Form 4132) for such purpose.

B. Prolonged Illness

An employee may be granted a leave of absence for prolonged illness subsequent to the termination of his/her sick leave bank. An extension of illness leave beyond one (1) year must be accompanied by a form provided by the District (Form 431) for such purpose, filled out by the employee's physician. Any further extension may be granted only upon recommendation of the District Medical Examiner.

Return from illness leave can be effected as soon as approval of the employee's doctor and the District Medical Examiner is secured. Form 431 may be obtained from the school office or Human Resources and completed by the employee's doctor. In general, the position will be held one year pending return.

C. 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 Chief Financial Officer. 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 (Form 431) for such purpose and return to the Medical Office.

An employee not able to return to work following eight (8) consecutive days of absence for personal illness must have a medical examination by the District Medical Examiner. The medical examination shall be restricted to the employee's stated reason(s) for the illness absence. If procedures are followed, delays in scheduling the medical examination shall not be charged to the employee's sick bank.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

After eight (8) consecutive work days of sick leave, a teacher must furnish a statement from his/her physician on a form provided by the District for such purpose, in order to secure his/her next pay check.

In cases involving surgery, bone fractures, heart, thyroid, and nervous disorders, the employee must have the approval of the District Medical Examiner before he/she may return to duty.

A further check is required on employees with continued illness absence extending beyond the second consecutive pay period. Information about the condition of the employee is obtained either from the principal (or in a non-school department, from the department head) or by a visit from the administrative nurse. Information may also be obtained on a form provided by the District (Form 431) for such purpose completed by the employee's physician.

Employees who remain on extended sick leave may be asked to have a medical examination by the District Medical Examiner 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.

If convalescence outside of town is recommended by one's own physician and approved in advance by the District Medical Examiner, such absence may be charged to sick leave.

Human Resources may require a medical examination by the District Medical Examiner 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 must have a medical examination by the District Medical Examiner. A form provided by the District for such purpose (Form 431), from the employee's personal physician, is required for return from leave of absence for illness or maternity.

An employee sustaining an injury requiring the use of a bandage, cane, crutch, cast, or similar type of support, and wishing to return to work, is required to have the approval of the Medical Department. Such cases must be referred by the principal through the usual channels to the District Medical Examiner for approval before the employee may return to duty.

An employee who has been ill with a communicable disease must have a medical examination by the District Medical Examiner.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

D. Appeal of District Medical Office Decision

The decision of the Medical Office in this Article is binding except that if an employee is not satisfied with the decision of the District Medical Office, as to his/her ability or inability to work, the employee must appeal the decision of the Medical Office within three (3) business days from the receipt of the medical report under the following conditions:

1. The District and the Union shall mutually agree within ten (10) business days as to who the appropriate specialist should be. The teacher shall consult the designated specialist and the District shall pay one-half (1/2) of the cost of the evaluation and the teacher shall pay the other half. Within twenty (20) business days, the specialist shall furnish a report relative to his/her evaluation to the District, to the Union and to the teacher. The determination of the specialist shall be final and binding as to whether the teacher is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.
2. Failing agreement by the District and the Union on selection of the appropriate specialist, the teacher's physician and the District's Medical Examiner shall select the appropriate specialist.
3. If the District declines to pay or to continue health benefits which the Union believes are required under the Agreement and the report, the Union may submit the dispute directly to the grievance procedure under Article Seven.
4. The District may request at its own expense that a teacher whose gross earnings are being maintained pursuant to this Article, shall submit to re-evaluation by the specialist referred to in Section 1 above at reasonable intervals but in no event no more frequently than every four (4) months, and that the specialist provide a report as to whether the teacher is able or unable to return to work, which shall be furnished to the District, to the Union and to the teacher. The determination by the specialist as to whether the teacher is able or unable to return to work shall be final and binding on the parties. If, following the specialist's report, the District declines to pay or to continue benefits which the Union believes are required under the Agreement and the report, the Union may submit the dispute directly to the grievance procedure at Step 3 under Article Seven. If the original, appropriate, specialist is unavailable, or is then the treating physician, the parties shall mutually designate an alternate, appropriate specialist. Failing agreement by the District and Union on selection of the appropriate specialist, the teacher's physician and the District's Medical Examiner shall select the appropriate specialist.
5. A teacher found disabled under this section will follow a reasonable course of medical treatment as prescribed by the treating physician with the ultimate goal of returning to work if possible.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

E. Maternity Leaves - Statement of Policy for Maternity [In preparing the 2005-2009 CBA, the parties recognized that there are provisions of this Maternity Leave Policy that may not comply with the current state of the law. Notwithstanding any such language, the parties recognize that the District will apply Maternity Leaves consistent with State and Federal Law.]

The intent of this District Statement of Policy is to establish personnel practices and conditions concerning maternity.

Absences from work which are associated with pregnancy, childbirth, and child care shall be subject to the respective regular District provisions as applicable for approved illness absence, leave of absence for illness (without pay because sick bank is exhausted), approved absence without pay, or leave of absence for personal business (except as specifically otherwise provided in this Statement of Policy).

A teacher who takes a one (1) year leave of absence for personal business for the care of a newborn or newly adopted child who so requests shall return to his/her position at the expiration of the leave. This written request must be made by the end of the fourth week after delivery of the newborn or in the case of an adopted child, before the teacher's leave begins.

Since continuing to work, disability absence, and return to work are predicated on medical conditions, the failure of a pregnant employee to give required notice and submit the required medical evaluations and/or certifications from her physician shall be cause, at the discretion of the District, after ten (10) days notice, to place the employee on leave of absence for personal business.

1. Requirements for Continued Work

- a. The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.
- b. In order to provide for maximum continuity of instruction, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative days shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

- c. An employee may continue work in her current assignment provided that the employee shall submit a form provided by the District (Form 4043) for such purpose from her personal physician which shall certify the anticipated date of delivery; and that she is able to work in her current assignment; and further, provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

2. Requirements for Approved Illness Absence for Disability (with pay), or Leave of Absence for Illness (without pay because sick bank is exhausted):

- a. The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the employee's personal physician and confirmed by the District Medical Examiner that the employee is unable to work.
- b. During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the District Medical Examiner.
- c. An employee shall not move from any unpaid leave of absence status to paid disability absence status.
- d. An employee shall not move from a disability absence to an approved absence without pay except that the employee may request an approved absence without pay within the last four (4) weeks preceding the end of a semester.

3. Requirements for Leave of Absence for Personal Business Without Pay:

An employee shall, upon request, be granted leave of absence for personal business for absences which are not disability absences but are related to the preparation for childbirth and/or the care of a newborn or newly adopted child. Such leave of absence is subject to the regular provisions for leave of absence for personal business except that the instructional employee shall specify a leave of more than four (4) weeks to end at the change of a semester which falls within twenty-four (24) months of the date of the beginning of the leave.

4. Requirements for Return to Work:

- a. After childbirth, the employee's return must be approved by the employee's personal physician and the District Medical Examiner.

ARTICLE TWELVE - MEDICAL AND EMERGENCY LEAVES (Continued)

- b. During the period of absence because of disability or approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for approved illness absence, and the regular procedures for approved absence without pay.
- c. Regular conditions and provisions applicable to returns to active employment from illness absence, leave of absence for illness, leave of absence for personal business or resignation shall apply.

5. Related Conditions:

- a. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or leave of absence shall apply.
- b. The decision of the District Medical Examiner is binding except that if an employee is not satisfied with the decision of the District Medical Examiner, as to the employee's ability or disability for work, the employee may appeal the decision under the following conditions:
 - i. The District Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of those designated at the employee's own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.
 - ii. Human Resources may require a medical examination by the District Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

ARTICLE THIRTEEN –OTHER LEAVES

A. General

The District, upon written request, may grant leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the District. Leave of absence for physical or mental disability without request may be granted for a period not to exceed one (1) year.

No leave of absence shall serve to terminate continuing tenure previously acquired.

The maximum allowance for all purposes (except professional service) shall be three (3) consecutive years. Requests warranting special consideration beyond the limitations indicated may be referred to a review committee for recommendation.

A leave of absence for study, personal business, or government or professional service is not granted during the first year following appointment to the position.

Leaves of absence, with the exception of illness leaves, should begin and end at the natural breaks such as vacation period, report card marking or end of semester.

The effective date of leave is the day following the last day for which the employee is paid.

B. Personal Business

1. Personal Business Days

The present provisions allowing five (5) days per year for specified non-illness emergency absences shall continue in effect, along with a policy permitting two (2) of these five (5) days to be used for personal business which does not fall into presently designated categories but which cannot be conducted at any time not in conflict with the normal school working day. These days may not be used to extend a holiday.

Days Without Pay – When an employee is absent due to personal business without pay on the day before and the day following a holiday, he/she loses pay for all three (3) days; the preceding day, the holiday, and the day following. However, if the employee is absent either before of after the holiday, but not both, he/she would lose pay only for the day of his/her absence.

An employee may request one (1) to four (4) working days without pay for personal business. No special form is required but he/she should first have the approval of his/her principal.

A form provided by the District (Form 4132) for such purpose shall be submitted by an employee requesting approval of absence, without pay, for a period of one (1) week (five [5] working days) to a maximum of four (4) weeks.

ARTICLE THIRTEEN –OTHER LEAVES (Continued)

A form provided by the District (Form 4043) for such purpose is to be submitted by an employee who wishes an approved absence, without pay, for periods of more than four (4) weeks (twenty [20] working days), with the exception of sabbatical leave and absence for exchange teaching.

2. Personal Business Extended Leaves

Leave of absences for personal business shall be limited to one (1) year and no leaves shall be granted, other than sabbatical leaves, to District employees for the purpose of engaging in similar employment elsewhere, with the exception of leaves for teaching in foreign lands under U.S. Government auspices.

Request for approved absence without pay for reason of personal business shall not require detailed information as to reason for request. Such information is to be entirely voluntary.

C. Military Leaves

A teacher entering any of the armed services of the United States – including the Red Cross and the Merchant Marine – will be granted a leave without pay when enrolled and assigned to active duty. If he/she applies for reinstatement with the District within ninety (90) days after his/her separation from the armed service, and if he/she is still qualified and competent, he/she will be reinstated in his/her former position (or like position) in the department where he/she was serving when the leave was granted. A photostatic copy of his/her military record must be filed with Human Resources. He/she will return at the salary rate which he/she would have attained had he/she not been on leave.

D. Study Leaves

Teachers who are granted leave for study shall return at the completion of that leave at a salary level in accordance with service credit earned at the time the leave was granted. On his/her return, he/she should file an official college transcript showing that he/she has completed at least ten (10) semester hours of credit each semester, or ten (10) quarter hours each quarter (except during the summer) in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agencies.

Employees wishing release for one (1) or more of the last three (3) days before the end of the spring semester in June, in order to attend an accredited summer school session or to depart for an accredited summer tour, must submit a form provided by the District (Form 4117) for such purpose, to Human Resources. Conditions for considering approval are:

1. College credit must be earned.

ARTICLE THIRTEEN –OTHER LEAVES (Continued)

2. Employees leaving early for one of the above purposes must submit transcripts of their credits earned not later than October 1 to Human Resources.

E. Government Service Leaves

A teacher may be granted a leave of absence for elected or appointed service with the government. Such a leave shall be renewable annually upon written request from the teacher. Seniority shall not accrue on such leave.

F. Professional Service Leaves

Teachers wishing to work for labor organizations or unions may be granted a leave of absence 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.

G. 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 (Form 4132) 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. Classroom teachers should request to be excused from jury duty, or to serve their jury duty at a time other than during the school year. Letters to support such request may be obtained from Human Resources.

H. Sabbatical Leaves

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

A contract teacher who is eligible may move directly from professional service leave status to sabbatical leave status.

I. 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.

ARTICLE THIRTEEN –OTHER LEAVES (Continued)

J. 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 provided the employee wishes to return and provided a vacancy for which he/she is qualified is available.

A teacher returning at the expiration of leave, has priority over a newly hired teacher, substitute 1, substitute 2, and substitute 3, and over a laid off teacher with less seniority.

Priority order for return from leave:

1. Illness, military, sabbatical.
2. Professional service, study.
3. Personal business, government service.

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 must have the approval of the District Medical Examiner prior to reporting to his/her assignment and must furnish a chest x-ray report. An employee returning from an illness or maternity leave must present a form provided by the District for such purpose (Form 431), at the time of the appointment with the District Medical Examiner.

At the expiration of a leave, if an employee does not return and no extension is granted, his/her removal becomes automatic.

Employees returning from leave are expected to remain in District employment for at least one (1) year.

ARTICLE FOURTEEN - 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 (see form 4301). Seniority also accrues while the employee is on sabbatical leave, professional service leave, and approved military service leave. Seniority does not accrue while on any other kind of leave.

B. Seniority - Transfer or Changed Positions

Total accumulated seniority in this bargaining unit dating from most recent appointment to contract status for teachers or permanent assignment service for other employees in this bargaining unit shall be carried from one job classification to another when a transfer in job classification occurs, e.g. school social worker to teacher.

When a teacher is appointed, transferred or assigned to a position for which he/she is certificated and which he/she agreed to assume, his/her seniority is in effect in that assignment, except at the beginning of the semester prior to organization-reorganization.

Administrators who left the Union and without a break in District service thereafter returned to it, shall be accorded the seniority previously accrued while a member of the Union as provided above, but shall not be accorded any seniority credit for the period outside the Union. Salary and fringe benefits shall be commensurate with their job classification and seniority.

Teacher service for full time (1028 hours annually), certified adult education teachers will be carried over when reassigned to another regular job classification within the bargaining unit.

Seniority for teachers newly assigned to a building shall apply only after reorganization in the school.

ARTICLE FIFTEEN - LAYOFF AND RECALL

A. Layoff

1. Method

In the event that teachers are permissibly laid off, they shall be laid off in inverse order of seniority, i.e., the teacher with the least system wide seniority shall be laid off first.

In determining layoff, a teacher's seniority shall be credited

- a. In elementary:
 - i. In pre-kindergarten through grade six (6) in homeroom
 - ii. In special subject area, e.g., art, music, science
- b. In secondary: In areas in which teacher was assigned during the school year preceding layoff and in areas in which major is carried.

A teacher who is scheduled for layoff shall remain in the same teaching assignment until layoff becomes effective unless the service is no longer required or he/she is replaced by a contract teacher who is not scheduled to be laid off.

Discontinued Programs or Subject Areas - In the event of discontinuance of any regular program or of a change in elementary from special subject to homeroom of any subject area, mutually agreeable special provisions shall be worked out by the District and the Union concerning the assignment of teachers who have been teaching in the discontinued program or subject area.

2. Transfers to Avoid Layoff

No teacher shall bump another teacher except to avoid layoff. In this case, the teacher bumped shall be the teacher with the least system-wide seniority in an area for which the former teacher is qualified to teach as described in the above section. No layoff of a Detroit teacher tenured as of September 1, 1977 shall occur with less than sixty (60) calendar days' written notice before the end of the school year. No non-tenured contract teacher and no teacher who acquires tenure after September 1, 1977 shall be laid off for bona fide economic reasons during the school year except upon sixty (60) calendar days' written notice.

These provisions concerning layoff and recall shall not prevent transfers from one teaching area or grade level to another upon request of the teacher consistent with Article Seventeen or, upon teacher request to avoid layoff.

ARTICLE FIFTEEN - LAYOFF AND RECALL (Continued)

3. Rights Under Layoff

District payment of health, dental and life insurance benefits carried by regular full time employees laid off upon completion of the school year shall be continued through October 5 of that calendar year.

Laid off teachers shall be permitted to carry group insurance available to active employees pursuant to law.

New teachers shall not be hired to fill vacancies for which laid off teachers or contract-teachers-at-large are qualified and can fill.

If layoffs are required, members of the bargaining unit who are credentialed and apply shall be made substitutes 3. Such placement on the substitute list shall not serve to deny said members their recall rights nor, upon recall, adversely affect their status and benefits acquired before layoff including, but not limited to, placement on the salary schedule, sick leave bank and other fringe benefits. Teachers working as substitutes while they are laid off may not use the sick days accumulated as contract teachers.

Laid off contract teachers are to be offered a substitute 3 assignment in the reverse order of layoff, following the seniority provisions in Article Fourteen. Acceptance or refusal of an assignment shall not affect the contract teacher's placement on the recall list.

4. 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. The teacher shall receive all seniority, benefits and retirement credits without reduction as a result of the above procedure and as if the teacher had been recalled by the first day of the school year.

ARTICLE FIFTEEN - LAYOFF AND RECALL (Continued)

B. Recall

1. Method

On being recalled, a teacher shall become a contract teacher w/ limited recall rights until such time as enrollment figures are verified and the permanency of the position is verified. A contract teacher with limited recall rights shall have all benefits and pay as would accrue under this Agreement except layoff notice, which is two (2) days. The pay rate shall be the same as the teacher would have received if he/she had not been laid off. The determination regarding the permanency of the position will take place no later than the end of the fifth week of school. When the recall has been determined to be finalized, the teacher shall, retroactive to date of recall, have restored status and benefits acquired before layoff including, but not limited to, placement on the salary schedule, sick leave bank and other fringe benefits. Teachers recalled after the fifth week of school shall be placed on contract status immediately with status and benefits restored.

Teachers laid off are to be recalled in reverse order of layoff following the seniority provisions established in the sections above. In the case of equal seniority, other District teaching service, both substitute and contract, will be added.

In the event that a teacher is to be recalled from a subject area list and that list has been exhausted, the teacher with the most system-wide seniority and certification from the other subject area lists shall be offered that position.

If at the time of recall, the person to be recalled can provide sufficient evidence to confirm that they qualify for maternity disability leave, approved illness leave of absence, personal business maternity related leave or maternity related right to return child care leave, they will be recalled to that position subject to the appropriate leave of absence provisions with the right to use sick days where applicable.

2. Notification of Recall

Notification of recall shall be forwarded to the employee at the employee's last known address by registered or certified mail, which may include overnight mail. It shall be the responsibility of the employee to notify the District of any change of address immediately after such change.

The position to which the teacher is being recalled will be held for a response from the recalled teacher for a period of ten (10) calendar days from the date the letter is sent.

ARTICLE FIFTEEN - LAYOFF AND RECALL (Continued)

If the ten (10) calendar days expire, the person shall be reinstated for recall on his/her contacting the District within the next ten (10) calendar days. Failure to respond to the written notice of recall within the ten (10) day period will result in the individual being moved to the bottom of the recall list. The teacher will be terminated without further obligation on the part of the District if there is no response within thirty (30) days of the official recall notification.

3. Refusal of Recall

In the event a teacher is recalled to a subject area other than his/her subject area, the teacher may refuse the recall and maintain his/her position on the subject area recall list.

If a teacher is recalled to his/her subject area and he/she refuses the recall, the teacher shall be terminated without further obligation on the part of the District. However, if the teacher to be recalled is currently employed by another school district, the teacher will be allowed to complete the school year in that district and will be recalled at the beginning of the next school year. If the recalled teacher has confirmed employment elsewhere, the teacher will be allowed up to forty five (45) days to report to the recalled position. If the recalled teacher is ill and unable to report for work, the teacher will be recalled and placed on illness leave until the teacher is able to return to work consistent with the present leave policy.

C. Layoff and Recall of Non-Classroom Personnel

In the event that members of the bargaining unit, except employees covered in section A above, are permissibly laid off, they shall be laid off in inverse order of seniority in each job classification affected based on system-wide seniority., i.e., the person in the applicable job classification with the least system-wide seniority shall be laid off first. (See definition of seniority.)

Recall shall be in inverse order with the person having the greatest seniority in each classification, based on system-wide seniority, being given first opportunity of recall to that classification.

ARTICLE SIXTEEN –WORK ASSIGNMENTS

A. Teacher Assignments

1. Program Assignments

No classroom teacher shall be required to teach out of his/her subject area of certification. (This clause is not intended to change present transfer policy).

Supervisory Duties - Teachers should not be assigned to police off campus areas. Teachers may be assigned to supervise students at regularly scheduled off campus school events.

School administrators shall call upon the police department to perform police duties in and around schools.

2. Teacher Preference

Teachers may express in writing to their principal their preference of grade level, subject, department assignment, extra curricular assignment and/or school committee. Requests for the following semester assignment shall be made by October 15 or March 15.

Such requests shall be kept on file for one (1) school year in an accessible place. These requests shall be given consideration as vacancies occur in the building on the basis of seniority, priority of requests in the case of tied seniority and competency of the individual in the judgment of the principal.

Requests which were not acted upon shall be refiled each September to remain active. A teacher whose request was not acted upon may ask for an explanation.

In order that teachers not be “frozen” into positions, a teacher, upon request, shall be relieved of a section within a grade level, room or extra curricular activity after a period of not more than one (1) year, or in high schools, one (1) semester, after the teacher makes such request.

Duties shall be rotated, with provision for mutual exchange or continuation of duties with the approval of the administrator.

3. Posting/Notification of Assignment

Tentative school programs, room changes and assignments shall be posted on the official school bulletin board, or other readily accessible place, not later than ten (10) working days before the end of the previous school semester. Final programs shall be posted when established.

ARTICLE SIXTEEN –WORK ASSIGNMENTS (Continued)

B. Teacher Assignments - Special Circumstances

1. Merged, Closed, Reorganized Schools

The following represents the District’s policy when schools merge, close or reorganize.

All reasonable efforts shall be made to reassign or assign staff in the following situations as early as possible after the end of the school year.

a. Schools Which Merge

When one school merges totally with another, teachers in the two schools shall be merged. If excess teachers exist, the reduction of staff shall be made in inverse order of seniority using system-wide seniority in the bargaining unit by department, i.e. homeroom, science, math.

b. Schools Which Close

If the students are permitted to select which school to attend, Human Resources shall assign the teachers to other schools.

c. Schools Which Close Temporarily

The teachers shall follow the students.

d. One or More Classes in a School are Relocated

The teachers shall follow the students.

When a school is closed outside the open transfer period, and teachers from the closed school have not yet been assigned by the District, a teacher who submits a transfer request, and who is selected by the principal with a legitimate vacancy for which the teacher is certified, shall be transferred to the school for which the teacher has been requested in accordance with this Article.

2. Cessation of a Specially Funded Program

Teachers released from a specially funded program(s) shall be considered part of the department to which they were previously assigned in that same school if the specially funded program(s) assignment involved direct contact with children in a teacher/pupil relationship. Necessary transfers will follow Agreement provisions.

If the specially funded program did not involve direct contact with children in a teacher/pupil relationship, the released teacher shall be placed in the same or similar position as that held before assignment to the special program as openings occur in that or another work location. The released teacher in this instance may not “bump” another teacher.

ARTICLE SIXTEEN –WORK ASSIGNMENTS (Continued)

C. Temporary Assignments

1. Assignment to Alternative Worksite

Union members who are temporarily unable to perform the essential functions at their regular worksite due to documented medical conditions that have been validated by the District, shall be temporarily assigned by Human Resources to other worksites. After medical validation, the teacher shall be reassigned to another worksite within twenty-four (24) hours. In the event the teacher is not reassigned within a twenty-four (24) hour period, all such waiting period absences will not be charged to the teacher's illness bank and the teacher's regular gross earnings shall be maintained.

Every effort shall be made to place the affected teacher at a level comparable to their regular assignment.

2. Return to Regular Assignment

Teachers shall be returned to their regular assignments as soon as temporary situations are alleviated. Any medical condition that exceeds ninety (90) days will be processed consistent with Article Twelve.

3. General

Temporary assignments will not negate the corrective discipline process.

Temporary assignments will not negate Article Fourteen. The rating process would stop during the temporary reassignment, and would resume when the teacher is returned to his/her school. A temporary assignment shall be recognized as emergency absences from the teacher's regular worksite.

It is expressly agreed that the foregoing language in this Article is intended to clarify existing seniority and transfer policies and is not otherwise motivated.

D. Part Time/Shared Time Positions

This section shall not apply to retired teachers seeking re-employment under Michigan law covering retired teachers returning to work.

The following conditions apply to employees and/or potential employees who wish to serve in less than full time instructional and instructional support personnel positions. Unless specifically stated, no other provision of this Agreement shall be affected.

ARTICLE SIXTEEN –WORK ASSIGNMENTS (Continued)

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).

An employee who knows in advance of his/her desire to work less than full time must submit a written request to Human Resources at least sixty (60) days prior to the beginning of the next semester.

An employee who is in the rating and evaluation process shall not be eligible for part time/shared time employment unless the reason for his/her request is to participate in programs/courses designed to help strengthen his/her area of deficiency. Documentation of enrollment in such programs/courses shall be provided to Human Resources and the appropriate curriculum department before the request is given consideration.

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 less than a full time position shall receive step increments upon completion of 180 full days of working service with the District. Such increments shall be received on the regular increment schedule for full time employees, with increment dates being the one closest to the completion of 180 days service.

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

A part time/shared time employee shall receive preparation periods on a pro-rated basis.

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

A part time/shared time employee who is not scheduled to work in the afternoon preceding the regularly scheduled staff meeting (Wednesdays), shall not be required to attend the staff meeting, but shall be responsible for getting all information and completing any responsibilities properly assigned through the information provided from the staff meeting.

ARTICLE SIXTEEN –WORK ASSIGNMENTS (Continued)

For purposes of longevity, an employee who is currently eligible to receive the longevity bonus shall continue to receive the bonus at the regularly scheduled payment period. An employee with less than the required years of service for the longevity bonus who serves less than full time, shall be eligible for longevity upon completion of the necessary full years of service required to be eligible for the longevity bonus.

An employee serving in less than a full time position shall not be eligible for attendance incentives.

In the event that it is necessary for a school to lose teacher service, the release of staff shall be as follows. Provisions relative to the transfer of teachers shall apply.

1. Substitute 3s
2. Part time/shared time employees according to seniority
3. Full time employees according to seniority

Part time/shared time employees who previously served as full time employees shall have the option of returning to full time status to avoid transfer, based on seniority.

A newly hired employee assigned as less than full time, shall be transferred to another part time position for which he/she is certified where available. If no part time positions are available, the employee shall be offered a full time position for which he/she is certified at another location. If the employee declines the position, he/she shall be allowed to resign.

Certified part time/shared time employees, who work at least half time (.5) shall be entitled to full family health, dental, optical and life insurance benefits consistent with that of full time contract employees, and shall be responsible for the payment of ten percent (10%) of the cost of health care coverage.

An employee working less than half-time (.5) shall be entitled to employee only coverage and shall be responsible for the payment of 10% of the cost of employee only health coverage, and have the option to purchase coverage for eligible family members.

E. Appointment of Hourly Teachers in Alternative Education Programs

Staff who hold a valid Michigan secondary teaching certificate with the required endorsement for the proposed assignment and who meet North Central accreditation requirements for the proposed assignment will be appointed. Placement on the salary schedule will be consistent with established practice for the appointment of staff with previous District adult education service (Attachment I) as well as other relevant provisions of this Agreement with respect to outside or military service.

ARTICLE SIXTEEN –WORK ASSIGNMENTS (Continued)

Staff who hold a valid Michigan secondary teaching certificate with the required endorsement for the proposed assignment but who do not meet North Central accreditation requirements will be appointed upon submission of a Plan of Work and documentation of enrollment. Placement on the salary schedule will be consistent with established practice for the appointment of staff with previous District adult education service (Attachment I) as well as other relevant provisions of this Agreement with respect to outside or military service.

Staff who hold valid Michigan certificates with endorsements in areas not covered under North Central accreditation guidelines, or in subjects which are not District eligibility/appointment areas, such as psychology or sociology, may be considered as substitutes in the kindergarten through grade twelve (12) program until North Central requirements are met.

Staff who hold valid Michigan elementary certificates will be given the following opportunities: 1) elementary contract position; 2) transfer to a vacancy in the Office of Adult Education as an hourly-rated teacher; 3) assignment as a substitute 3 in the alternative program until such time as an appropriately certified teacher is available. If option three is chosen and an appropriately certified teacher subsequently becomes available, the teacher will then be provided the first two options.

Non-certified staff will be assigned as substitute 3s until such time as an appropriately certified teacher is available. If an appropriately certified teacher is available, a non-certified substitute may be assigned as a building substitute consistent with established substitute allocation guidelines.

ARTICLE SEVENTEEN – TRANSFERS AND VACANCIES

A. Voluntary Transfers

1. Open Transfer Period

The District shall maintain an annual open transfer period from April 1-July 31.

During this open transfer period, members who wish to transfer may do so without seeking their release from their current principal.

2. Request for Transfer

The list of vacancies for positions eligible for transfer includes all vacancies currently staffed by a substitute.

Teachers who wish to change the location of their teaching or the kind of assignment they have, may apply for a transfer by filing a form provided by the District (Form 4039) for such purpose. The usual procedure is to submit the transfer form to the principal; however, it may be sent directly to Human Resources as a confidential document without any signature except that of the teacher.

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.

Transfer requests will be reviewed regularly by Human Resources. Human Resources will make a “good faith” effort to honor transfer requests by the beginning of the first semester of the school year.

3. Selection Process

When a position is to be filled by transfer, Human Resources will check its list of transfer requests against the requirements for the position. The position will be offered to those meeting the requirements according to place on the transfer list, and seniority.

Before a teacher is transferred into a school, the Site Based Management Committee (SBMC) will interview all qualified candidates who have met all necessary academic requirements for the vacancy and have expressed their interest in transferring in writing. The SBMC will make its recommendation to the principal regarding its selection after the final interview is conducted.

The decision of the principal following the recommendation of the SBMC as to acceptances shall be final.

ARTICLE SEVENTEEN – TRANSFERS AND VACANCIES (Continued)

Transfers in response to the teacher's own request shall be in accord with the Seniority and Transfer sections.

4. Failure to Honor Request/Notification

Teachers requesting transfers that are not honored shall be notified in writing.

Transfer pools including filing and renewal dates shall be maintained and made available to the Union upon request. If a repeated transfer request has not been honored within three (3) years, upon request the teacher shall be notified in writing as to the reason.

B. Involuntary Transfers

1. Forced Transfer

A teacher's system-wide seniority status shall govern when a reduction in teacher service makes it necessary to transfer teachers. The teachers to be transferred, within the department affected, will be determined by seniority. If two (2) teachers have the same amount of seniority, District substitute teaching service will be added. This rule of seniority does not apply when a teacher freely requests or consents to a transfer or has been rated unsatisfactory. Probationary teachers are not protected from transfer due to reduction in teacher service. Qualified bilingual teachers who have full endorsement will be protected from reduction in service transfer if they are serving bilingual students and using their second language in the process.

A teacher forced to transfer due to a reduction in teacher service shall be given more than one choice of school whenever available. Following such forced transfer, subsequent voluntary transfer shall not be precluded by a minimum time requirement.

Transfers because of a reduction in teacher service shall be in accord with the Seniority and Transfer sections.

There are times when the services of a teacher may be needed more in some other school than the one in which he/she is teaching. In such cases, teachers may be requested to change their locations for the best interest of the school system.

The District and the Union will develop procedures for unusual staffing requirements.

Assignment as a Contract-Teacher-At-Large - If a contract teacher is transferred due to a reduction in teacher service and there is no vacancy citywide, he/she shall accept assignment as a contract-teacher-at-large (at regular salary and benefits) until an opening for which he/she is qualified occurs.

ARTICLE SEVENTEEN – TRANSFERS AND VACANCIES (Continued)

Placement of contract-teachers-at-large has priority over a newly hired teacher, substitutes 1, 2 and 3, and over a laid-off teacher with less seniority.

A contract-teacher-at-large may accept a temporary assignment of up to one year outside his/her regular subject area and upon written request retain seniority in his/her original field.

2. Resort to Grievance Process

In the event that a grievance is filed on a proposed transfer, the Union may move directly to the procedure outlined in Article Seven and the time allowed at each of the steps shall be reduced to no longer than one week at each step.

3. Avoidance of Transfer

A teacher carries seniority only in the areas in which he/she is currently teaching. A teacher may not avoid a transfer by requesting a change in teaching-service department at the time when a transfer is under consideration because of released school service.

4. Request/Right to Return

A teacher who has been forced to transfer due to reduced teacher service shall have priority to return to his/her school if a vacancy occurs for which he/she is qualified. The priority to return to his/her school shall be limited to a period of two (2) years.

Transfer requests to return must be submitted at the time of release due to reduced teacher service and annually, thereafter. In the event a return is offered and refused, the District will no longer be obligated in this regard.

5. Notification

When released service transfer is about to occur, the building representative and the involved teachers will be informed. Upon request, the basis for determination of such transfers will be given to the building representative and the teachers involved.

Contract teachers must be given one (1) week's notice before forced transfer due to lowered enrollment, except during reorganization; in the fall semester not later than the fourth Wednesday, and in the second semester during the first ten (10) school days.

ARTICLE SEVENTEEN – TRANSFERS AND VACANCIES (Continued)

Contract teachers shall receive at least a week’s notice before they are transferred from one regular assignment to another regular assignment, unless such transfer is at the teacher’s own request. Substitute 3s in vacancies will receive two (2) days notice prior to being released except that vocationally certified substitute 3s and day trade teachers shall be given at least thirty (30) days’ notice before their assignment is closed out or they are transferred.

ARTICLE EIGHTEEN– TENURE; COMPETENCE: ASSISTANCE AND REPORT

A. Tenure

1. Michigan Teachers' Tenure Act

The District and all other Michigan school districts are governed by the provisions of the Michigan Teachers' Tenure Act. This legislation establishes a procedure relative to the release and discharge of unsatisfactory teachers which is designed both to protect the teacher and the children of the school district.

The District will develop policies consistent with the attached procedure.

For complete text of the Michigan Teachers' Tenure Act, see State of Michigan General School Laws: Act 4, 1937 (Ex. Sess.), as amended.

2. 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.

B. Teacher Evaluation Process

Teachers will not be observed for evaluation purposes during the first two (2) weeks of the semester.

Unsatisfactory procedures will not be initiated against teachers who have had changes in their teaching area as a result of recall or forced transfer during the first semester in the new assignment.

EVALUATION

By November 1:

Two (2) classroom observations shall be conducted by the principal or designee based on criteria that can be used in developing an Individual Development Plan (IDP). Two observations shall be conducted by the content specialist. No observation shall take place prior to the fourth Wednesday of the school year. Following the post-observation conferences, the teacher shall be provided with written summaries of the observations.

ARTICLE EIGHTEEN– TENURE; COMPETENCE: ASSISTANCE AND REPORT
(Continued)

A performance evaluation shall be completed based on the four (4) classroom observations. The instrument will identify the teacher as satisfactory or less than satisfactory. A conference shall take place at which the teacher is placed on formal notice of his/her deficiencies. Based on the performance evaluation, the principal/designee and the content specialist shall prepare the IDP in consultation with the teacher. This shall be done as soon as possible after the notice to the teacher, but no later than November 1.

An integral part of the IDP will be the identification of the assistance that will be given to the teacher from the receipt of the IDP and March 15.

This assistance may include, but is not limited to the following:

- The assignment of a peer-coach.
- A schedule of assistance visits to be made by the content specialist.
- Agreement on professional assistance activities in which the teacher will participate.
- A schedule of observations of exemplary teachers.
- A schedule of demonstration lessons in the teacher's own room.

When the IDP is completed, the teacher and the principal will sign off in acknowledgement of the IDP's contents.

November 1-March 15:

With the support of the content specialist and the principal/designee, assistance and professional development opportunities shall be provided for the teacher.

Prior to the initiation of the second round of observations, the principal/designee, the content specialist, the teacher and the teacher's representative will meet.

The purpose of the meeting will be to review the progress towards meeting the goals of the IDP.

If the assistance offered in the IDP has not been afforded to the teacher, the evaluation process will be terminated.

If the teacher was not available to benefit from the majority of the agreed assistance, the evaluation process will continue.

ARTICLE EIGHTEEN– TENURE; COMPETENCE: ASSISTANCE AND REPORT
(Continued)

March 15-May 1:

One (1) classroom observation shall be conducted by the principal/designee. One (1) observation shall be conducted by the content specialist. Following the post-observation conferences, the teacher shall be provided with written summaries of the observations.

By May 15:

A second performance evaluation based upon the observations shall be completed which assesses the teacher's progress in meeting the IDP goals. The teacher shall be evaluated as satisfactory or less than satisfactory (unsatisfactory). A conference informing the teacher of same shall be conducted.

Absences will not negate the evaluation process.

C. Discipline or Discharge

No employee shall be discharged or disciplined unjustly.

1. Notification of Administrative Meeting re: Disciplinary Action or Unsatisfactory Rating

The teacher will be notified in advance in writing of the purpose of a meeting with an administrator in cases where an unsatisfactory rating and/or disciplinary action – including official reprimand – is contemplated, and shall be entitled to have Union representation.

2. Special Complaints by Members of the Public

In the event a complaint or charge is made by any person or group, not employed by the District, against any teacher(s) about job performance, the teacher(s) concerned shall be promptly notified. The teacher(s) involved in the complaint or charge shall be given full information with respect thereto and with respect to any investigation conducted by the teacher(s)' administrator. This paragraph does not preclude the right of a parent or guardian to meet with the teacher of his/her child.

In the event the teacher(s) is required by administration to answer such complaint or charge, it shall be in a personnel session at an administrative hearing which shall be closed to the public. The teacher(s) may have the right of Union representation and shall not be required to attend any complaint or charge hearing other than the aforementioned. Appeals may be made as provided in Article Seven of this Agreement.

The teacher(s) shall be entitled to grieve as provided in this Agreement.

ARTICLE NINETEEN - PERSONNEL FILES

A. Confidentiality

Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. They are available only for administrative and supervisory use, but they are accessible, with the exceptions noted below, to the individual employee concerned.

B. Contents

Official grievances filed by any teacher under the grievance procedure as outlined in this collective bargaining agreement shall not be placed in the personnel file of the teacher; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

No official report nor any derogatory statement about a teacher shall be filed by an administrator or supervisor unless the teacher is sent a dated copy at the same time. The teacher shall have a right to submit a response to the report or statement. Such a response shall be attached to and filed with the report or statement in the teacher's official personnel file.

Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.

C. 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.

D. Employee Access to File

The individual employee may examine his/her own record with the Superintendent. The exceptions include the tests and reports from the following sources: the District Medical Examiner, the Psychological Clinic, committees acting in the selection or promotion processes, placement bureaus and former employers.

ARTICLE TWENTY – CLASS SIZE LIMITATIONS

A. Class Size Maximums

1. Grades K-3

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

For grades kindergarten through three (3), classes shall be organized for the fall and for the spring semesters at a level sufficiently below twenty-five (25) so as to provide a reasonable expectation that school population shifts will not result in class sizes exceeding the mandatory limit of twenty-five (25) students.

2. Grades 4-5

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

For grades four (4) through five (5), classes shall be organized for the fall and for the spring semesters at a level sufficiently below thirty (30) so as to provide a reasonable expectation that school population shifts will not result in class sizes exceeding the mandatory limit of thirty (30) students

3. Grades 6-12

The maximum class size shall be thirty-five (35) with the following exceptions: band, choir, secondary physical education, and JROTC. Similar classes may, upon mutual agreement of the District and the Union, have other limits.

For grades six (6) through twelve (12), classes shall be organized for the fall and for the spring semesters at a level sufficiently below thirty-five (35) so as to provide a reasonable expectation that school population shifts will not result in class sizes above thirty-five (35).

NOTE: It is the goal of the District to reduce class size for grades four (4) through twelve (12). To accomplish this, a comprehensive implementation study will be commissioned and a report thereon issued no later than July 1, 2003. The objective of the study will be to identify strategies to reduce class size in grades four (4) through twelve (12). The study will include a cost and facility analysis. The Union will be asked to participate in this implementation study.

4. Alternative Schools

The class size limit for alternative schools shall be eighteen (18) students per class.

ARTICLE TWENTY – CLASS SIZE LIMITATIONS (Continued)

5. Special Education Classes

The number of children assigned to special education classes shall be in accordance with the state recommended standards. In no case shall this maximum be exceeded without prior consultation with the teacher and notification to the Union.

6. Mainstreamed Students

The receiving teacher(s) shall be informed by the sending teacher(s), in writing, in advance, of the special needs of mainstreamed students. Maximum twenty-five (25), thirty (30) and thirty-five (35) class size limitations otherwise applicable shall be unchanged.

7. Split Grade Classes

When split grades are necessary in order to comply with the mandatory class size maximums, the split class shall have groups which are closest to each other in reading achievement level. Split grade assignments shall be rotated with provision for mutual exchange or continuation of split classes with the approval of the administration. Such assignments shall be shared equitably within the area or grade and/or subject assignments.

8. Summer School Classes

These maximums also apply to summer school. The parties agree that there may be exceptions. In such instances, the oversize classes shall be shared equitably within the area of grade and/or subject assignments. Total student load shall not exceed 108 in kindergarten through grade five (5) and 115 in grades six (6) through twelve (12) respectively for a teacher with three (3) classes when it is necessary to maintain the summer school program.

B. Reorganization of Classes

1. Grades K-3

From and after the 4th Wednesday in the fall and the 2nd 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 twenty-five (25) are the result of inequitable school organization, classes shall be reorganized by the school administration within ten (10) days with provision for additional teacher service, extra assistance and/or other types of relief so that no class exceeds the maximums.

ARTICLE TWENTY – CLASS SIZE LIMITATIONS (Continued)

2. Grades 4-5

From and after the 4th Wednesday in the fall and the 2nd 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 thirty (30) are the result of inequitable school organization, classes shall be reorganized by the school administration within ten (10) days with provision for additional teacher service, extra assistance and/or other types of relief so that no class exceeds the maximums.

3. Grades 6-12

From and after the 4th Wednesday in the fall and the 2nd 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 thirty-four (34) are the result of inequitable school organization, classes shall be reorganized by the school administration within ten (10) school days with provision for additional teacher service, extra assistance and/or other types of relief so that no class exceeds the maximums.

4. In schools involving at least forty-five percent (45%) of the enrolled students in reorganization, one-half (1/2) day will be provided for updating records and planning.

C. Class Size Review Board

The Class Size Review Board (CSRБ) shall act to assure that the class size maximums are not exceeded. The CSRБ shall be composed of at least three (3) teachers selected by the Union and at least three (3) administrators appointed by the Superintendent.

The CSRБ shall have the power to investigate complaints from any teacher or from the Union concerning violations of class size maximums as stated above, or inequitable school organization which results in class sizes over twenty-five (25) in kindergarten through grade three (3), thirty (30) in grades four (4) through five (5) and thirty-four (34) in grades six (6) through twelve (12). Further, the CSRБ shall have the power to act on its own motion; to select particular schools and particular classes in selected schools for review; to effectively recommend the priority and method of correcting any inequities found including provision for additional teacher service, extra assistance and/or other types of relief; and to recommend the use of specific State and/or Federal funds.

The CSRБ in arriving at its conclusions shall reasonably evaluate the number of classroom teachers and the amount of space available; the objectives of the instructional program; the educational advantage and desirability of utilizing available teachers to reduce class size in basic programs and in programs where specialized instruction has been determined to be necessary; and the desired goals of quality integrated education jointly shared by the District and the Union.

ARTICLE TWENTY – CLASS SIZE LIMITATIONS (Continued)

Class size complaints are to be filed with the co-chairpersons of the CSRB. If they are unable to resolve a complaint within five (5) days after filing, they shall refer the complaint to the CSRB which shall consider the complaint and make its recommendations to the Superintendent and the Union within ten (10) school days after the complaint has been referred to it.

In the event a recommendation of the CSRB is not implemented by the District within ten (10) school days after the recommendation is referred to the Superintendent and the Union, the Union may grieve under Article Seven of this Agreement beginning at the Step 2 level. For purposes of class size grievances, the time allowed for scheduling the hearing after receipt of the appeal shall be ten (10) school days and the decision shall be communicated to the Union within five (5) school days after the hearing. Upon notification of the need for additional time, one (1) five (5) school day extension will be granted for communicating the decision.

In the event the CSRB does not timely agree on a recommendation to resolve a class size complaint, the Union may grieve under Article Seven of this Agreement beginning with Step 2 except that the abbreviated time limits in the preceding paragraph will apply.

D. Class Size Resolution Process

When the Union's co-chair of the CSRB presents a class size complaint to the District's co-chair, the District co-chair shall promptly (within five [5] school days) send the class size complaint (District form) to the Superintendent.

The Superintendent shall respond to the complaint in writing within five (5) school days. His or her response shall include actions which will be taken to resolve the complaint or reasons why the complaint cannot be resolved.

If the Superintendent does not respond within five (5) school days, the District co-chair shall telephone the Superintendent for a response.

The response shall be sent to the Union promptly after receipt by the co-chair.

If the Superintendent's recommendation resolves the complaint, the recommendation shall be implemented as expeditiously as possible.

If the Superintendent indicates the complaint cannot be resolved, the Committee will meet—generally within ten (10) school days of receipt of the Superintendent's response. The co-chairs and the CSRB shall review the matter and attempt promptly to reach agreement on a recommendation to resolve the complaint. If a recommendation is made, it shall be submitted promptly to the Superintendent.

ARTICLE TWENTY – CLASS SIZE LIMITATIONS (Continued)

If the CSRБ cannot agree on a recommendation, the parties have recourse to collective bargaining agreement (CBA) provisions on class size, provided that any resultant grievance shall be filed at Step 2 of the grievance procedure.

The Superintendent shall respond to the recommendation within ten (10) school days if reasonably practicable.

The CSRБ shall issue a monthly status report identifying all class size complaints, the status of each complaint in this process and the status of implementation efforts by the principals. The District co-chair shall have primary responsibility for assessing status of the complaints and implementation efforts.

If the Union is not satisfied with progress on implementation efforts, it may utilize the Agreement class size procedure, i.e. grievance and arbitration.

For purposes of grievance and arbitration, unresolved class size complaints may be aggregated, that is one grievance filed regarding class size complaints.

E. Compensation for Oversized Classes

All teachers kindergarten through grade twelve (12) whose class size exceeded the contractual maximum by one (1) or more students, as verified by student report cards issued by the teacher at the first or second card marking period, shall be compensated in the manner listed below:

All teachers kindergarten through grade twelve (12) whose class size exceeded the contractual maximum by one (1) or more students, as verified by student report cards issued by the teacher at the third or fourth card marking period, shall be compensated in the manner listed below:

1-2 students over contract maximum	1 day's pay
3-4 students over contract maximum	2 day's pay
5 or more students over contract maximum	3 day's pay

All teachers kindergarten through grade twelve (12) who do not have self-contained classrooms shall not be paid as set forth above unless their total enrollment per semester averages more than the contractual maximum.

Each class kindergarten through grade twelve (12) claiming an overage (size in excess of the contract maximum) must first be acknowledged and recorded by the CSRБ, no earlier than the class reorganization date identified in this Agreement and no later than the first report card marking.

ARTICLE TWENTY – CLASS SIZE LIMITATIONS (Continued)

Once recorded, the CSRБ will make all reasonable efforts to reduce each oversized class enrollment to the class maximum or below pursuant to mutually agreed upon procedures.

The CSRB will meet regularly throughout the school year to try and reduce all oversized classes. It is the responsibility of each principal and the Superintendent to supply the CSRB with up to date information of the status of oversized classes — no less than once per month.

The payment to teachers kindergarten through grade twelve (12) for the first semester of the school year shall be made during the second semester but no later than the end of the school year.

The payment to teachers kindergarten through grade twelve (12) for the second semester shall be made between July 1, and the commencement of the following school year. The parties shall meet no later than August 1, to compare lists of eligible teachers, oversize class data and amount of payment to each teacher.

F. Teacher Service

Relative achievement levels, reading and mathematics scores on standardized tests and the economic level of the families of students in the local school community shall be considered as valid factors in determining the amount of teacher service available to each elementary school.

ARTICLE TWENTY ONE - PROVISION OF MATERIALS

A. General

The District embraces the goal of enhancing its procurement operations to foster a more effective and efficient system of providing schools with required supplies and textbooks. To accomplish this goal, the District will study the following strategies for purposes of implementation:

1. Establish a procurement/debit card program.
2. Enhance the computerization of the requisition and purchasing process.
3. Expand direct shipments from vendors to the schools.

B. Textbooks

Basic texts shall be provided on a minimum basis of one book per pupil station.

The District shall provide an additional set of academic textbooks for student use, grade one (1) through five (5), not to exceed thirty-five (35) additional books per classroom.

Academic textbook areas shall be defined as English, Math, Reading, Science and Social Studies.

Implementation shall begin in the 1993-1994 school year in one of the subject areas and shall continue each successive year until all subject areas have been completed.

This provision may be delayed in the event a new edition is scheduled to replace current texts in a subject area within the next two (2) years. Should this occur and there is no textbook adoption, the District will purchase books in two (2) subject areas the following year.

Unless approved by the District, the cost of this textbook enhancement program shall not exceed one million dollars per year.

This provision shall survive the expiration of this Agreement.

C. Supplies

The student supplies mandated by the Michigan Supreme Court shall be delivered so as to be available for immediate use when schools open. A list of ordered court-mandated supplies will be given to the building representative by the principal when school opens. The building representative will also be given a delivery calendar of when supplies are expected to be delivered. The building representative will receive, within twenty-four (24) hours of delivery, a list of all court-mandated supplies delivered to the building. In addition, the District shall publicize the lists of materials authorized for distribution so the teachers have access to lists of materials appropriate to their students' needs.

ARTICLE TWENTY ONE - PROVISION OF MATERIALS (Continued)

D. New Teachers/Programs and Major Curriculum Changes

Schools shall provide teachers new to the system, or new to a school building, with the personal clerical items normally considered to be part of a teacher's equipment such as staplers, rubber bands, etc.

Prior to the implementation of major new programs, or major changes in curriculum, each teacher involved in the program shall be provided with all the necessary supplies and material related to the program as determined by the Textbook Selection Committee or the committee that developed the new program.

E. Special Education Materials

Special education professional journals in each area of exceptionality, ordered from approved lists developed by special education supervisory staff, shall be made available to the special education staff. Orders will be limited to one (1) copy for each area of specialty services in the school.

F. Materials for Social Workers

A listing of appropriate therapeutic interview materials for group work activities shall be maintained. Social workers shall be allocated materials in the amount of \$50 per school year from this listing (ten [10] months) on the basis of \$5 per month.

School social workers can request additional funds for therapeutic materials in the schools in which they work.

ARTICLE TWENTY TWO – TEACHER ACTIVITIES

A. Professional Development

The Union and the District agree that all state mandated professional development requirements shall be met.

Notice will be given of the District professional development schedules by the end of the school year for the following semester.

As plans for the professional development activities are determined, they will be shared with the Union.

The notice for the second semester District professional development activities will be announced prior to the end of the fall semester.

Participation in professional development activities outside of regularly scheduled school hours will be voluntary and will be paid at the workshop rate.

B. In-Service Training

The District, upon recommendation of the Superintendent, will authorize additional in-service training workshops and meetings to be conducted prior to, and subsequent to, the implementation of new approaches to the teaching of any subject.

Regular teachers of the subject, including special education teachers, shall be given priority in the selection of personnel for such workshops and meetings. Relief and substitute teachers may also apply.

The principal and the School Union Committee will identify the needs of the local school. The Superintendent's designee will utilize the identified needs to develop the plans for the day. Central staff shall be available to assist in the implementation of the plans.

Union-sponsored in-service workshops on classroom management will be conducted by classroom teachers at least twice yearly and will be available to teachers at Union expense. Teachers new to the system will be required to attend at least one (1) of these workshops.

Counselors shall be allowed the use of one (1) day per school year for professional visits to other schools and colleges and one (1) day per school year for the purpose of professional visits to business and/or industry. Scheduling such visits shall be staggered so that pupils at all times are provided necessary counselor service. Substitutes shall not be provided and such visits shall not constitute any expense to the District beyond the counselor's regular daily salary.

Registered nurses in orthopedic schools shall be provided with one (1) paid day per year with substitute provided, to attend workshops relating to their work specialties.

ARTICLE TWENTY TWO – TEACHER ACTIVITIES (Continued)

Registered nurses, psychologists, occupational and physical therapists shall be provided one (1) paid day per year to attend workshops relating to their work specialties.

A minimum of two (2) workshops per school year will be held for attendance officers/agents, one (1) per semester. A joint Union/District committee shall be established to recommend workshop procedures, content and speakers. The committee shall be composed of three (3) Union members and three (3) administrators.

C. Parent-Teacher Conferences

Two (2) half (1/2) days per semester shall be designated for parent-teacher conferences. These conferences shall be held on school time and all regular classes shall be dismissed, or one (1) or both of the conferences may be held at another equivalent time, with classes dismissed one half (1/2) day per conference at a time mutually agreed upon by the principal and the School Union Committee. Teacher attendance is required up to 6:00 p.m. at any conference scheduled outside regular school hours. The dates, times and procedures for such conferences shall be established jointly by the principal and the School Union Committee in consultation with representatives of the official parent group of that school. In the event a mutually agreeable plan cannot be established, an appeal may be made to the Superintendent. In addition to the scheduled conference day or half-days referred to above, 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 Superintendent, 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 the one (1) full day, or two (2) half (1/2) days, 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 Superintendent.

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

D. Parent-Teacher Conference Compensatory Time

Compensatory time for teachers, who participate in parent-teacher conferences outside of regular school hours, may not be scheduled for any Monday or a day that falls after a scheduled holiday.

ARTICLE TWENTY TWO – TEACHER ACTIVITIES (Continued)

E. Parent Classroom Visits

The Union fully supports community - especially parental - participation in the school program. However, such participation must not be allowed to distract pupils at work in the classrooms(s), or in any way disrupt or obstruct the school's instructional program. This would make the community's interest in the school operation defeating.

Parent visits to the classrooms of their children will be encouraged. The administration and teacher will try to prearrange the time of the visitation. There may be occasion when a visit must be postponed.

Classroom visits by persons other than parents must be agreed upon by the teacher, the Union and the administrator. The purpose of such visits by other than parents must be clearly defined and stated in writing at the time the appointment is requested. Any disagreement regarding this paragraph should be immediately referred to the Union and the District which will take immediate action in an attempt to resolve the problem on a case by case basis based upon the information obtained and the best judgment of the responsible parties.

F. Attendance Forms

There shall be computerized attendance sheets for all grade levels by June 30, 2003.

SMI Forms will only be completed in homeroom classes.

G. Pupil's Report Card Marks

The mark of a teacher is the record of the teacher's evaluative judgment of the work of the pupil. The teacher shall be considered the expert in evaluating the work of his/her pupils and the integrity of the teacher in marking the pupil will be respected. 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.

1. Basis for Marks

The report card marks for each marking period will be based on grades accumulated within the marking period. The final grade will reflect the average of report card marks.

Primary Students - There shall be non-graded report cards for primary students.

ARTICLE TWENTY TWO – TEACHER ACTIVITIES (Continued)

2. Timing of Report Cards

Student report cards shall be distributed two (2) times each semester – four (4) times per year – with parental conferences and/or advance written warning to parents of possible failures. Kindergarten report cards shall be distributed one (1) time per semester – two (2) times per year.

Every effort shall be made to avoid scheduling report card marking and administration of standardized testing during the same week. If such simultaneous scheduling is made, the local school administrator shall give the building representative a written explanation as to why the scheduling was unavoidable.

a. Elementary Teachers

Elementary teachers shall have at least three (3) full working days from the date of receipt to complete report card marking materials.

b. Middle and High School Teachers

Middle and high school teachers shall have at least three (3) full working days from the date of receipt to complete report card marking materials.

3. Notification of Possible Failure

When a child's progress is such that failure seems likely, the counselor or principal should be advised by the teachers and appropriate steps taken to see that the parent is informed of the situation well in advance.

4. Grade Review Procedures

a. Building Level Procedures: First Level

Within thirty (30) days of the issuing of the report card, a student or his/her parent may appeal a mark directly to the school's principal.

The grading teacher must be given an opportunity to respond to the parent/student complaint at a meeting conducted by the principal.

If the parties cannot reach agreement, the principal will issue, in writing, a decision and his/her rationale. A copy will be given to the teacher and the parent.

The teacher, parent or student can appeal the principal's decision to the Superintendent no later than thirty (30) days from the date of the principal's decision.

ARTICLE TWENTY TWO – TEACHER ACTIVITIES (Continued)

No minimum or maximum limitations shall be set on the number of students who pass or fail.

b. Grade Review Panel Procedures Superintendent Level

There will be two Grade Review Panels. One for elementary schools and another for middle and high schools.

A pool of candidates for the Grade Review Panel(s) will be identified by the Union and the District. Selection of candidates will be determined by identified criteria:

- i. The Superintendent will notify the Grade Review Panel upon receipt of the grade review request.
- ii. The teacher will submit written justification for the grade in contention.
- iii. The parent/student will submit written justification for changing the grade in contention.
- iv. The building administrator will submit a chronology of his/her investigation, including a recommendation to resolve the dispute.
- v. The building administrator will forward all documentation pertinent to his/her decision to the Superintendent.
- vi. The Superintendent will convene a meeting of the Grade Review Panel to hear/discuss the case within thirty (30) school days.
- vii. The Grade Review Panel may request a hearing with the involved parties.
- viii. The Grade Review Panel decision will be made on the basis of the facts submitted.
- ix. All parties (student, parent/guardian, teacher, and building administrator) will be notified in writing of the panel's decision and its rationale.
- x. The decision of the Grade Review Panel is final.

The Grade Review Panel will be made up of three (3) people selected by the Superintendent, using a random process. At least one (1) of the panel members must be a classroom teacher. No members may be from the school where the appeal arose.

ARTICLE TWENTY TWO – TEACHER ACTIVITIES (Continued)

H. School Committees

1. Committee Participation

It is recognized that effective management of the school is dependent upon teacher participation on committees on school citizenship, finance, etc., or as sponsors of school clubs, organizations or other activities. The dividing of these responsibilities among the faculty benefits all members of the school by equalizing the work load and providing, whenever possible, an opportunity for teachers to make their maximum contributions in areas of interest.

2. School Fund

Money earned through school projects shall be kept in the school fund. The administration of this fund is the responsibility of the principal. The allocation of this money for school purposes not now provided by the District shall be the joint responsibility of the principal and a School Fund Committee.

Teacher members of the School Fund Committee shall be elected by the teaching faculty. Membership on this Committee shall not be dependent upon organizational affiliation.

A statement of all income, expenditures, and balances shall be posted on the official bulletin board not less than every three (3) months.

3. Community-School

An advisory committee of administrators, counselors, teachers (selected by the Union) and community representatives may be organized at the local school level for the purpose of assuring greater communication with parents on matters of discipline, safety and other local school regulations. Such committees are encouraged to coordinate efforts within their high school constellation and with schools in other constellations. Plans developed by these committees shall not include any matter which is inconsistent with this Agreement, other District policy and/or the policies of other public agencies.

I. Accountability

In addition to, and in furtherance of the aspects of teacher accountability intended and frequently expressly reflected throughout this Agreement, the Union has adopted a statement of Goals of Accountability dated June 21, 1971.

ARTICLE TWENTY TWO – TEACHER ACTIVITIES (Continued)

It is understood by the parties that the statement per se is not to be regarded as a compilation of conditions of employment or work standards but rather as goals of excellence which both the District and the Union endorse.

The Union will continue its classroom management workshops and other in-service training aids and materials for teachers.

The 1974 report and recommendations of the Union/District Joint Study Committee with respect to accountability has been accepted by the parties.

The agreed upon accountability position paper is set forth under separate cover because:

1. It is an all-encompassing document addressing itself to many facets of educational accountability.
2. The document deals with more than just the relationship between the parties to the Collective Bargaining Agreement.
3. The document applies equally to all parties mentioned in its contents.
4. The parties agree to the accountability document's wide distribution among the following groups: teachers, parents, students, citizens, administrators, other school district employees and the community in general.

ARTICLE TWENTY THREE – DISCIPLINE

[In preparing the 2005-2009 CBA, the parties recognized that there are provisions of this Discipline Policy that may not comply with the current state of the law. Notwithstanding any such language, the parties recognize that Corporal Punishment is prohibited, and the District will apply its Student Discipline Policy consistent with State and Federal Law.]

The teacher's authority in his/her classroom is undermined when pupils discover that he/she has little or no administrative backing in discipline. As a result, the entire school suffers deterioration in standards, morale and climate favorable for teaching and learning.

Where a principal is unwilling or unable to support teachers in maintaining school discipline, the principal's superior shall counsel with him/her and, in the event his/her performance is not improved, further appropriate action shall be taken.

1. Development of Discipline Policy

Within the framework of the Discipline and Corporal Punishment Policy of the School District of the City of Detroit, a consistent and reasonable discipline procedure shall be developed within each school by the principal, assistant principal, department heads, counselors and classroom teachers. Counselors and classroom teachers shall be selected by the instructional staff.

It is recognized that, in developing responsible student conduct, the positive disciplinary techniques of example, counseling and guidance should take precedence over punitive disciplinary measures. In this regard, this Agreement provides for communication with parents on matters of discipline, safety and other local school regulations, and Union-sponsored workshops on classroom management.

It is general policy to expect that teachers will maintain discipline by means other than the use of corporal punishment. Therefore, use of corporal punishment as a routine measure is not contemplated. This policy does not prohibit corporal punishment (as provided by Chapter 15, School Code of 1955, Section 755, et. seq.) but does restrict its use to those cases in which there is no adequate substitute treatment. However, a distinction must be made between physical restraint, which is occasionally necessary to keep a young person from injuring himself/herself or others, and punishment, which is utilized to discourage repetition of misbehavior.

Punishment which, in the judgment of the Superintendent is more severe than that which might be administered by a reasonable parent; which is cruel or excessive; which is more severe than indicated by the gravity of the offense, or the apparent motive and disposition of the offender; which is excessive with respect to the sex, size, or physical strength of the pupil; which results in lasting pain or injury; or which is administered wantonly or from malice or passion, is prohibited in District schools.

ARTICLE TWENTY THREE – DISCIPLINE (Continued)

It is essential that a clear understanding should exist between the principal and the teachers in each school concerning the above. The principal should be informed promptly by a teacher when incidents occur which require the use of physical restraint or corporal punishment. This will permit principals to be of greatest assistance in working with parents and the teacher for a full understanding and solution to the problem.

Teachers will receive full support of the principal and the central administration in actions taken by them pertaining to discipline, provided they act in accord with the provisions of this Article. This support shall include defense of the teacher's action by the principal against complaints of parents as well as legal assistance by the central administration in the event that a criminal complaint is made or civil court action is instituted for damages.

2. Exclusion of Pupil from Classroom

A teacher may exclude from his/her class a child who, in the teacher's opinion, is causing serious disruption. The teacher shall be available to confer with the principal or assistant principal or counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing as soon as possible not to exceed twenty-four (24) hours.

Examples of offenses for which teachers may exclude students from class: profanity or obscenity, fighting, gambling, possession of tobacco, class skips, deliberate and open defiance of authority, inciting others to violence or disobedience, possession of pornographic literature, petty theft, petty vandalism.

Re-admission Conference - The teacher will re-admit the child after some adjustment has been made, following a conference with the child and at least two (2) of the following parties as determined by the principal: an administrator, a counselor, school social workers, school psychologist, attendance officer, a parent of the child.

Whether the teacher is present shall be determined by mutual agreement between the principal and the teacher. The teacher shall be provided a verbal statement of the results of the conference before the child is returned to class. A written statement of the result of the conference and/or adjustments will be given to the teacher as soon as possible, not to exceed two (2) hours after the conclusion of the conference.

Following such a conference one of several courses of action will be taken:

- a. The child will be returned to the class with the understanding that he/she will correct his/her behavior.

ARTICLE TWENTY THREE – DISCIPLINE (Continued)

- b. Depending upon the seriousness of the infraction, the child may be returned to class while his/her case is being referred to one of the special services by the school social worker, school psychologist or an attendance officer/agent.
- c. In case all the teachers who work with a child in regular classes recommend suspension and the principal disagrees, the teachers shall address a request to the Superintendent who shall meet with the principal and the teachers to determine if the child shall be suspended.
- d. The child will be suspended by the principal.

3. Offenses Requiring Police Notification

The police department shall be called immediately in the event a criminal act is committed on school property.

Examples of offenses which require principals to notify police: extortion of money or articles, possession of narcotics, arson or attempted arson (notify fire Department), use or possession of alcoholic beverages, serious theft, serious vandalism, false reports of fire and bombs, possession of knife or other weapons, possession and/or sale of fireworks. Upon inquiry, the principal will inform the teacher of the status of the open case. The principal and the teacher will cooperate in the prosecution of the case upon request.

4. Suspension

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

5. Discipline Records

A continuous record of student discipline cases will be maintained in a place available for staff use as a basis for recommendations for suspension and intelligent administering of penalties for misdemeanors.

ARTICLE TWENTY FOUR - 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.

ARTICLE TWENTY FOUR - LEGAL LIABILITY (Continued)

- 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 TWENTY FIVE – ASSAULT

A. Assault

1. Released Time With Pay

Members of the bargaining unit who are the unfortunate 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 and any other necessary appearances to prepare the criminal case.

2. Report to Legal Affairs Office

Principals shall report to the Superintendent and to the police all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. Upon request, a copy of the report will be given to the teacher.

In any reported assault case, the Legal Affairs Office shall:

- a. Inform the teacher of his/her rights under the law in connection with the assault, and
- b. Assist the teacher by acting as a liaison between the teacher, police and the courts.

3. Transfer/Suspension of Students Upon Assault

When the parent/guardian of a student assaults a teacher, the student shall be transferred to another school. If requested by the teacher, the District shall expedite the immediate transfer of the teacher to another school where a vacancy exists for which the teacher is certified. If no vacancy exists, the teacher may request CTAL status.

A child who assaults a teacher will be suspended. Age and size of the offender will be taken into consideration.

B. Assault Pay

Employee absences from school-related assault shall not be charged against sick leave although the employee's regular gross earnings shall be maintained. The maintenance of regular gross earnings, termed "assault pay," is subject to the following provisions: (See also Article Twelve for rules regarding assault related absences).

ARTICLE TWENTY FIVE – ASSAULT (Continued)

1. The Report of Industrial Injury shall be filed with the principal within five (5) business days of the incident giving rise to the claim or no later than five (5) work days after the claimant first sought medical treatment for the claimed injury.
2. The employee must file for Workers' Compensation benefits when eligible, no later than thirty (30) calendar days from the date given rise to the assault claim.
3. When the employee presents medical documentation that he/she is unable to return to work then, or for the foreseeable future, and is seeking benefits under this article, an eligible employee will be notified by the District that he/she must file no later than five (5) business days for MPSERS retirement (regular or disability).
4. When the employee presents medical documentation that he/she is unable to return to work then, or for the foreseeable future, and is seeking benefits under this article, an eligible employee will be notified by the District that he/she must file no later than five (5) business days for Social Security benefits (normal, early or disability).
5. Failure of an employee to apply for such benefits, within the time limits, shall disqualify the employee from receiving further benefits under this section.
6. Failure of a teacher to notify the District of the result of applying for these benefits, acceptance or denial, within five (5) business days from the date the result was received by the employee shall also result in immediate disqualification from further receipt of assault pay.
7. Negligent injury caused to a teacher in a school resulting from the negligence of a pupil will be treated as an assault under this section.
8. If the Weekly Workers' Compensation and/or Social Security disability benefits are awarded or paid voluntarily by the employer, said amounts shall be deducted from an employee's assault pay.
9. If retirement is granted through MPSERS (regular or disability), entitlement to assault pay shall terminate even if the employee continues to receive weekly Workers' Compensation benefits.
10. If the employee rejects the report of the specialist and pursues a Workers' Compensation claim, any recovery shall be Workers' Compensation benefits only. The employees shall not receive assault pay benefits

ARTICLE TWENTY SIX - TUITION REIMBURSEMENT

Fully certified classroom teachers with a Bachelor's degree, school social workers and psychologists shall be reimbursed by the District the amount of tuition paid by the employee for courses taken under the following conditions:

1. The courses must have been taken by the employee while employed by the District.
2. The courses must have been necessary to qualify the employee for a special assignment for which the District will receive reimbursement from Federal or State funds, e.g., vocational education, special education, remedial reading, social work, etc.
3. Human Resources must have approved the taking of such courses.
4. Reimbursement shall be made upon application to Human Resources after all necessary courses have been completed and after the agreement of the teacher to remain in the District for at least one year subsequent to the completion of said courses.
5. The employee must be willing to serve in any school designated by Human Resources.

All available information pertaining to tuition reimbursement programs will be shared with the Union.

ARTICLE TWENTY SEVEN - PERSONAL PROPERTY LOSS

During the term of this Agreement, a fund in the amount of \$10,000 shall be established from which individual teachers may be reimbursed for approved claims in an amount not to exceed \$100 for personal property loss due to theft, burning or willful malicious damage. Personal property is defined as anything normally worn or carried into the building by the teacher but shall not include cash. The parties recognize and agree that the teacher has a moral obligation to reimburse the fund if the teacher also actually collects for the same loss from an insurance carrier.

Claimants must provide the proper District office with a copy of the Theft and Damage Report filed with the school and/or the report number filed with the Detroit Police Department. It shall also be the duty of the claimant to provide the district with the purchase information which will verify the purchase of the article(s) involved.

Claims must be filed for such loss within ninety (90) days of the date in which the incident occurred.

Settlement for such loss claimed under this section shall be made within ninety (90) days of the purchase verification.

ARTICLE TWENTY EIGHT - IMPROVEMENT OF FACILITIES

A. Classrooms

1. Portable Classrooms

Some means of immediate communication shall be established and maintained between each portable and the main building to which it is attached.

2. Health Classrooms

The principal, department head, health/physical education teachers and the Union representative will explore the possibility of designating one classroom to be used primarily for health classes in their school and implement same wherever possible.

In addition, this classroom will be used by health teachers to store materials and to exhibit bulletin board displays.

The principal shall make the decision whether such a classroom designation can be made.

If teachers believe refusal by the principal of the school to provide such a classroom is unreasonable, appeals may be made to the Superintendent. The Superintendent will give a written decision stating his/her reason for the decision.

B. Non-Classroom Areas

1. Parking Facilities

The parties shall work in cooperation with the Detroit Police Department in an attempt to establish necessary parking facilities.

2. Lunchroom and Restroom Facilities

Adequate lunchroom, restroom and lavatory facilities exclusively for teacher use shall be made available in all schools. All high schools shall have workrooms of sufficient size to accommodate an assigned desk for each teacher.

A systematic program is being developed to the end that the existing school buildings be upgraded in these areas as rapidly as funds and conditions permit.

ARTICLE TWENTY EIGHT - IMPROVEMENT OF FACILITIES (Continued)

3. Private Facilities for Confidential Work

Because of the confidential nature of the services provided by supportive personnel, i.e. social workers, psychologists, speech therapists and special education consultant staff, each school shall provide, where appropriate, private interviewing space and the use of telephone service in a private setting for such supportive personnel.

When such facilities are not available in a given school, the affected employee shall discuss the problem with the principal and thereafter, if necessary, with his/her supervisor, who in turn will discuss the matter with the Superintendent. The principal who cannot provide such facilities should have an opportunity to provide an explanation to the Superintendent who thereafter will make a decision as to how the service is to be provided.

- C. Teachers will be expected to provide normal care of instructional school equipment. However, they shall not be required to do major repair or replacement work on equipment or property.

ARTICLE TWENTY NINE – SCHOOL REORGANIZATION/RECONSTITUTION

In light of the extraordinary circumstances occasioned by section 1280 of the revised School Code, MCLA 380.1280, relating to accreditation of schools by the Department of Education (Department), after: (a) a school has been declared unaccredited by the Department for two consecutive years, (b) reasonable supplemental services and programs have been provided by the school district to the school, its students, their parents and the school staff, and (c) consideration of other reasonable alternatives, the Superintendent may close the school and declare all positions vacant.

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

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

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

Assignment of teachers to the reopened or reconstituted closed school shall be voluntary transfer only.

If a teacher leaves a reconstituted school and (1) is not rehired in that school, and (2) applies to transfer to another school but is not selected for transfer, they shall be made a CTAL.

ARTICLE THIRTY - EMERGENCY SCHOOL CLOSURES

A. Emergency Closures - General

When individual schools are closed after the start of the school day, teachers will also be dismissed.

B. Emergency Weather Conditions

When students are not required to report to school due to adverse weather conditions or conditions not within the control of school authorities, teachers in those schools are not required to report. (See Article Twelve Absences Not to be Charged to Sick Bank.)

Notification of Closures - The District shall notify metropolitan radio and TV stations by 6:30 a.m., whenever a decision has been made to close schools because of weather conditions. This clause is not intended to preclude a decision to close schools after 6:30 a.m., if further evaluation of developing weather conditions warrants such a decision.

C. Rescheduling of Cancelled Days

Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities shall be rescheduled when the District is unable to meet the state mandatory requirements.

Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Agreement.

When the cancelled days become less than the state requirement for student attendance, employees shall not be compensated for mentioned days. Such days will be rescheduled with employees being paid the pay period following.

ARTICLE THIRTY ONE – SPECIAL PROGRAMS

A. Special Education

1. 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 continued on a year-to-year basis at the discretion of the District.

If a waiver is made to the state, it will be submitted no later than January 31 and the Union will be notified of the waiver application.

If the SMI/SXI program is not extended beyond 39 weeks, the teachers affected will be free to apply for other summer school positions.

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 to work the extended program based on certification, number of students enrolled and system wide seniority.

2. Placement of Special Education Students

Special education teachers will continue to be alert to children who appear to be able to return to regular grade or appear in need of a different special education placement. Upon the recommendation of the special education teacher, such children, regardless of the period of time in the special program, shall, within one (1) semester of the recommendation, be reevaluated or retested and categorized in terms of emotional, academic and physical factors. Pursuant to such re-evaluation and/or retesting, the pupil will then be appropriately placed.

3. Special Education and Summer School

State and/or Federal funds shall be used to make special education classes an integral part of the District summer school program.

ARTICLE THIRTY ONE – SPECIAL PROGRAMS (Continued)

4. Working Conditions for Special Education Teachers

a. Lunch Hour

The District will provide special education teachers with a full lunch period free of supervision of children as rapidly as possible. In any school where lunch time relief has not been provided, the District shall, on request of the Union, state the reason(s) in writing.

b. Class Sizes

For class size restrictions in special education classrooms, see Article Twenty.

c. Parent Teacher Conferences

For provisions regarding parent teacher conferences and special education, see Article Twenty Two.

B. Adult Education

1. 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.

2. Layoff and Recall of Adult Ed Teachers

a. Layoff

The layoff of adult education teachers in primary positions shall be within their areas of certification and in inverse order of seniority accumulated in this category. In the following situations, seniority will not be applicable:

- i. Where verified bi-weekly student attendance falls below eight (8) resulting in the teacher being employed less than twenty (20) hours per week and/or

ARTICLE THIRTY ONE – SPECIAL PROGRAMS (Continued)

- ii. Where the teacher agrees to be employed for less than twenty (20) per week

Teachers included in categories (i) and (ii) above, would not have the right to “bump” other teachers.

Any adult education teacher employed twenty (20) hours or more per week will be provided a two (2) week notice prior to any layoff resulting from reduced enrollment or attendance which occurs during the school year.

Each time it becomes necessary to close a class because verified bi-weekly student attendance has fallen below eight (8), a verbal warning will be given to the teacher, followed by a written warning two (2) weeks later. The teacher will have an additional two (2) weeks after the written warning to achieve a minimum attendance of eight (8) students. (The assigned teacher-in-charge will work with the teacher to improve attendance after each warning).

Teachers employed for twenty or more hours per week and not subject to (1) and/or (2) above, will be guaranteed a minimum of twenty hours continued employment for the balance of the current school semester.

b. Recall

Recall of teachers laid off on the basis of seniority shall be in reverse order of layoff.

C. Summer and Night School

1. Summer School Class Size Restrictions

See Article Twenty for summer school class size restriction information.

2. Summer School Programs

- a. To the extent that Federal funds are available for such purpose, free remedial summer school classes shall be provided to any elementary school child who fails a regular grade. The District shall also continue to develop and implement programs which will provide free summer school classes to some needy children each summer to the extent that Federal funds are available for such purpose.
- b. The school social work program and the psychological testing program shall be expanded into the summer school period.

ARTICLE THIRTY ONE – SPECIAL PROGRAMS (Continued)

3. **Teacher Assignments**

a. **General**

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 made by Human Resources in accordance with regular written Human Resources selection and assignment procedures. Persons other than unit members may be utilized in after-school programs.

All teachers regularly assigned to classroom teaching during the school year shall have an opportunity to teach in summer school and night school assignments before other certificated personnel are assigned.

Non-teaching teachers shall be eligible for assignment only when regular classroom teachers are not available. Counselors will be eligible for summer school and evening school teaching positions and shall have priority for night school and summer counseling positions before other certificated personnel are assigned.

Summer school assignments shall be rotated on a three (3) year basis whenever there are sufficient teachers available who are qualified to teach the particular subject for which a summer school teacher is needed.

- b. **Posting of Job Opportunities** - Summer school and evening school job opportunity notices will be made available through Human Resources upon personal visit but will not be available upon telephone calls.

Night school procedures shall be posted at least twice a year.

- c. **Procedures for Assignment of Summer School Teacher Personnel** The following guidelines will govern the assignment of teachers for the summer school sessions:

- i. The rotation of teaching staff members will be achieved by releasing teachers who have served three (3) or more consecutive years in summer school. A teacher will not be rotated unless a fully qualified teacher is available to replace him/her.
- ii. Where it becomes necessary to rotate teachers, the following rules will apply:
 - a. Within a department, the teacher with the greatest number of consecutive years of summer school service will be released first. The next to be released will be the one with the next highest number of years of service in summer school.

ARTICLE THIRTY ONE – SPECIAL PROGRAMS (Continued)

- b. Where two (2) individuals within a department have the same length of summer school service, the individual with the greater system wide seniority will be retained.
- iii. Teachers who are released because of the rotation policy must reapply in order to be considered for employment in future years.
- iv. In the assignment of teachers, consideration will be given to building a summer school staff which will be composed of at least one-third (1/3) of the day school staff. In order to achieve this, when a vacancy occurs in a school, the first person from that school on the eligibility list will be given preference for the assignment provided he/she is fully qualified. Where no such teacher is available from that school, the first person so qualified on the eligibility list will be offered the assignment.
- v. Unusual circumstances which arise in relation to the rotation or replacement of staff members will be reviewed by a special summer school personnel committee. The Union will be represented on this committee.
- vi. Summer school application procedures:
 - a. Human Resources will establish a two (2) week period during the spring semester for the receipt of applications for summer school teaching.
 - b. Teachers who apply for these positions during this time period will be given preference consistent with the present guidelines pertaining to summer school employment practices.
 - c. Teachers who apply subsequent to the posted closing date will be considered for employment in order of receipt of application only after the list provided for in paragraph b. has been exhausted.

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

1. Interscholastic Athletic Program

All coaches, assistant coaches, and other coaching personnel must be approved annually by the high school principal and registered in writing with the Supervisory Office of Health and Physical Education Department.

ARTICLE THIRTY ONE – SPECIAL PROGRAMS (Continued)

Teachers in both the girls' and boys' interscholastic athletic programs are obligated to coach at least one (1) sport each semester (two [2] sports per year) if requested to do so, except that teachers of after-school modern dance classes shall not be obligated to coach more than one (1) sport per year. The latter coaching assignment shall occur at a time mutually satisfactory to the parties. Whenever there is a shortage of coaching staff in a particular school, other interested and qualified bargaining unit members shall be employed as coaches. When it is determined that coaching assignments cannot be filled by bargaining unit members on the school staff, individuals may be selected from the following groups, listed in order of priority:

- a. Other District bargaining unit members except OSAS bargaining unit members from the school staff.
- b. Other Union members from other schools.
- c. Other District bargaining unit members except OSAS bargaining unit members from other schools.
- d. Non-District employees from an eligibility pool established from individuals who meet the following requirements:
 - i. Have completed regular District requirements for physical examination, finger printing, TB testing, etc.;
 - ii. Have completed the MHSAA "PACE" (Program for Athletic Coaches Education) training; and
 - iii. Have complied with the provisions of Article Four, Union Membership and Agency Shop Fees Check-off.

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:

ARTICLE THIRTY ONE – SPECIAL PROGRAMS (Continued)

- 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.

Enrollment	Paid Positions
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 THIRTY TWO - SUBSTITUTES

A. Classification of Substitute Teachers

There shall be three (3) categories of substitute teachers defined as follows:

1. **Substitute 1** – Retired teachers who may work a schedule of one (1) to five (5) days per week.
2. **Substitute 2** – Non-contract teachers who do not meet qualifications as defined for substitute 3. Substitute 2s are required to work five (5) days per week unless Human Resources approves a requested alternative schedule consisting of less than five (5) days.

Reclassification of Substitute 2 - Reclassification of substitute 2s who achieve substitute 3 eligibility and notify the District at any time after the first scheduled day of school for students will take place at the beginning of the following school year. Refusing an assignment will result in reclassification to substitute 2 or termination at the District's discretion.

3. **Substitute 3** – Non-contract teachers who are certified or who are enrolled in an approved plan of work and who meet the annual requirement to complete a minimum of six (6) hours of coursework in an approved plan of study leading toward teacher certification. Substitute 3s are required to work five (5) days per week unless Human Resources approves a requested alternative schedule consisting of less than five (5) days. Substitute 3s for whom such alternative schedules are made shall be classified and paid at the substitute 2 rate.

Reclassification of Substitute 3 - A substitute 3 who does not maintain eligibility may be reclassified as a substitute 2 at the District's discretion at any time during the school year.

The District shall determine the maximum number of substitutes in each of the above three categories. In the event that the number of employees who meet the requirements of substitute 3 exceeds the number determined by the District, the substitute 3 positions will be filled according to the priorities in section B below. Time served as a substitute with the District shall be the tiebreaker in the event that the District assigns substitute 3s, who have the same credentials, to serve as a substitute 2.

B. Assignment of Substitute Teachers

The following represents the prioritized order in which substitutes will be assigned to classifications and assignments:

1. Certified teachers

ARTICLE THIRTY TWO – SUBSTITUTES (Continued)

2. Non-certified teachers who have at least fifteen (15) semester hours of professional education as defined by the Michigan Department of Education
3. Non-certified teachers who have less than fifteen (15) but more than six (6) semester hours of professional education as defined by the Michigan Department of Education
4. Non-certified teachers who have fewer than six (6) semester hours of professional education as defined by the Michigan Department of Education and who are enrolled in an approved plan of work.

C. Compensation and Benefits of Substitute Teachers

1. Daily Rates

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Substitute 1	\$112.00	\$113.12	\$115.95
Substitute 2	\$112.00	\$113.12	\$115.95
Substitute 3	\$140.00	\$141.40	\$144.94

2. Benefits

a. Substitute 1 and 2

No benefits except as provided by law.

Layoff Notice – One (1) day.

b. Substitute 3

Health, Dental, Optical – Employee and Full Family with ten percent (10%) premium sharing.

Life Insurance – Employee Only.

Sick Days – Ten (10) per school year. (Unused sick days may be banked up to a limit of 100. Provisions for utilization of sick leave shall be the same as those of contract teachers. The sick bank accumulated during service as substitute 3s shall be carried over to contract assignment.)

Layoff Notice – Two (2) days.

ARTICLE THIRTY TWO – SUBSTITUTES (Continued)

D. Contract Teacher Opportunities For Substitute Teachers

1. Generally

No substitute 3 shall be released except for (1) the assignment of a contract teacher, (2) unsatisfactory service as provided pursuant to the substitute evaluation procedure, or (3) the position is closed out.

A substitute 3 retained for 100 school days in a full time assignment for which he/she has a provisional, permanent, continuing, or life certificate shall be tendered a contract dated and effective back to the original date of assignment and shall, effective such date, be treated as a contract teacher for all purposes of this Agreement except that such teacher may be transferred at the end of the semester, and except that a substitute 3 retained for 100 days or more in an illness position will not be tendered a contract as long as that position is being held for the disabled teacher, except no substitute 3 will be appointed to contract status if a certified laid off teacher is available for the position. (This does not change the present transfer policy.) The time spent in an illness absence shall be counted toward the 100 days if the illness absence becomes a vacancy, except that such teacher shall not have priority over a laid off teacher for that position but shall be placed on a ranking list according to the effective date the position became a vacancy or the date the teacher on a right-to-return child care leave returns to that position.

A substitute 3 who is released after having served 100 days in an illness position or one-year child care leave, will be given priority for reassignment to a vacant position both during the school year and at the beginning of the new semester but shall not have priority over a laid off teacher.

A substitute 3 who is certified and has served 100 days in an illness position or one-year child care leave, and who is reassigned to a vacant position in September, will be tendered a contract if the position remains vacant following the fourth Wednesday enrollment count but shall not have priority over a laid off teacher.

A substitute 3 who is certified and has served 100 days in an illness position or one-year child care leave, and is reassigned to a vacant position any time during the school year after the fourth Wednesday, will be issued a contract at the time the vacant position is confirmed but shall not have priority over a laid off teacher.

Except during organization/reorganization, a substitute 3 who holds a provisional, permanent, continuing or life certificate, retained for twenty (20) school days in a vacancy, shall be issued a contract retroactive to the first day of assignment in that vacancy.

ARTICLE THIRTY TWO – SUBSTITUTES (Continued)

2. After Reorganization

A substitute 3 who holds a provisional, permanent, continuing or life certificate and who was assigned to a vacancy at the beginning of the fall semester, shall be issued a contract within thirty (30) days after reorganization retroactive to the first day of assignment in that vacancy.

A substitute 3 who holds a provisional, permanent, continuing or life certificate and who was assigned a position which remains a legitimate vacancy between the period of January 1, through ten (10) days after reorganization, shall be issued a contract retroactive to the first day of assignment in that vacancy.

E. Evaluation of Substitute Teachers

1. Unsatisfactory Performance of Substitute 1s and 2s

- a. Substitute 1 and 2s may be evaluated by a principal or designee on a form designated by the District for such purpose.
- b. The completed form shall be sent to Human Resources, where it will be placed in the substitute teacher's individual file.
- c. Evaluations of unsatisfactory service are discussed with the substitute teacher. If the report is unsatisfactory a substitute 1 or 2 may be released after one (1) days' notice.

2. Unsatisfactory Performance of Substitute 3s

Before a substitute 3 can be rated unsatisfactory in instructional performance, the following steps shall have been taken:

- a. The principal, assistant principal or department head must have observed the substitute 3's classroom performance at least twice.
- b. A conference between the substitute 3 and at least one school administrator as named above shall be held, upon completion of the observation, to put the substitute 3 on notice that his/her work is unsatisfactory, to discuss means for improvement, and to indicate what administrative assistance will be provided. Notice of such conference, its purpose, and the substitute 3's right to Union representation shall be given in advance writing.

A summary of the conference shall be put in writing by both the principal and the substitute 3.

ARTICLE THIRTY TWO – SUBSTITUTES (Continued)

- c. No sooner than ten (10) school days after the conference, the principal shall confer with the substitute 3 and file a report on a District form designed for such purpose reviewing the substitute 3's performance since the initial conference. A substitute 3 receiving an unsatisfactory report may be released after two (2) days' notice.

F. General

A needs assessment will take place following the fourth (4th) Wednesday student count in September and February and at the end of the school year.

The substitute office will give priority to fully certified persons who have expressly agreed to serve in any school in the Detroit Public School System in filling requests for substitutes before 7:15 a.m.

The SAMS/Sub-Finder Program will be piloted during the 2002-2003 school year and will be fully implemented during the 2003-2004 school year.

In the event of a regular classroom teacher's absence on a scheduled instruction day, the District shall continue to provide all available substitutes. If all available substitutes have been called and there still are vacancies in the school, the class shall be covered in accord with the emergency plan developed by the principal in consultation with the School Union Committee. Emergency plans shall involve all certified personnel, including administrators, in teaching and supervision of pupils.

Hourly employees or otherwise non-certified instructional personnel within the bargaining unit shall not be used to provide substitute coverage or supervise students when adequate substitute service is not available. The parties will meet to discuss liability issues.

To supplement the District's prior efforts to provide equal educational opportunities to Detroit Public School children, the District and the Union will work toward the equitable distribution of substitute 3s in all areas of the city.

ARTICLE THIRTY THREE –SUPPORT STAFF

A. Assistant Attendance Officers and Attendance Agents/Officers

The District shall establish reasonable working rules based upon the Reference and Procedure Guide for Assistant Attendance Officers (1972). The District agrees that before it publishes the rules, it will give the Union reasonable advance notice, and upon request of the Union will discuss the rules with the Union and give consideration to the Unions objections, if any.

1. Placement

a. Completion of Degree

Each assistant attendance officer who submits evidence to Human Resources of having earned a B.A. degree and who successfully completes the regular personnel interviewing process shall be placed on the attendance agent eligibility list.

b. Summer School

In the event summer assignments in the area of attendance are available, assistant attendance officers who are regularly assigned to a school or work location shall have preference.

2. Seniority

Assistant attendance officers appointed to regular positions in the unit shall be considered probationary employees for the first sixty (60) calendar days. When an employee has satisfactorily completed the probationary period, he/she shall be entered on the seniority list of the unit and shall rank, for seniority purposes, from the effective date of his/her appointment.

3. Notice of Layoff

An assistant attendance officer will receive a two (2) week notice prior to the close-out of his/her position at a given school. In emergency situations beyond the control of the District, except emergency weather conditions, assistant attendance officers will receive at least two (2) calendar days notice of lay-off.

4. Assistant Attendance Officer Evaluation

Before an assistant attendance officer is rated unsatisfactory in job performance, the following steps shall have been taken:

ARTICLE THIRTY THREE –SUPPORT STAFF (Continued)

- a. The principal, assistant principal or administrator for the Attendance Department shall have observed the assistant attendance officer's job performance at least twice.
- b. A conference between the assistant attendance officer and at least one (1) administrator as named above shall be held, upon completion of the observations, to put the assistant attendance officer on notice that his/her work is unsatisfactory, to discuss means for improvement and to indicate what administrative assistance will be provided. Notice of such conference, its purpose and the assistant attendance officer's right to Union representation shall be given in advance, in writing.

Subsequent to the meeting, the administrator and the assistant attendance officer shall each summarize the conference in writing and exchange copies.

- c. No sooner than ten (10) school days after the conference, the administrator shall confer with the assistant attendance officer and file a report on a form provided by the District for such purpose, reviewing the assistant attendance officer's performance since the initial conference. If the report is unsatisfactory, the assistant attendance officer will be terminated after two (2) days' notice.

5. Tuition Reimbursement

Payment will be for course work taken only while the assistant attendance officer is currently employed.

Payment will be for no more than two (2) successfully completed courses per term. Successful means that there has been no withdrawal from the course and that a "C" average is maintained. If these conditions have not been fulfilled, then there shall be a one (1) year probationary period during which tuition costs will be provided through reimbursement rather than direct payment.

Payment shall be for undergraduate courses that are directly related to job performance as an assistant attendance officer.

Courses may not be taken during normal working hours.

Policy regarding tuition payment for Title I funded employees shall apply equitably to assistant attendance officers.

ARTICLE THIRTY THREE –SUPPORT STAFF (Continued)

6. Distribution of Substitutes

Up to three (3) additional attendance agents shall continue to function as relief attendance agents servicing area attendance centers as needed.

B. Audiologists

Audiologists hold a Master's degree in Audiology and the Certificate of Clinical Competency in Audiology, but do not hold a teaching certificate.

C. Counselors

1. Placement/Counseling Loads

Only counselors and certified teacher guidance counselors will be placed in counseling positions except on a temporary basis not to exceed sixty (60) days or when the position is being held because of an illness absence. Counselors and teacher guidance counselors must be selected from the official eligibility pool established by the District except for temporary or illness placements as described above.

Counseling loads shall be surveyed in individual schools and adjustments made as soon as funds and/or staff permit.

2. Counseling Assistance

By reallocation of clerical assignments, the clerical assistance provided counselors shall be increased during the term of this Agreement. The parties agree to cooperate in efforts to more effectively utilize available student assistants and school service assistants to help relieve counselors of some of the routine tasks which now interfere with their successful performance of primary counseling duties.

3. 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. Except in emergencies, counselors' lunch periods will not be interrupted.

4. Summer School Assignments

For counselors and summer school assignments, see Article Thirty One.

ARTICLE THIRTY THREE –SUPPORT STAFF (Continued)

5. 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.

6. Work Beyond School Year

Counselors directed in writing by administration 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 their regular daily 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.

The differential in the “promoted” counselors maximum and the M.A. maximum shall be maintained during the term of this Agreement.

D. 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 the same as the school to which they are assigned and will include a paid lunch. Work hours beyond the regular school day shall be at the sole discretion of the principal.

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.

E. 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.

ARTICLE THIRTY THREE –SUPPORT STAFF (Continued)

At least fifty percent (50%) of the health and physical education teachers currently assigned 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. Where transfers are necessary, seniority will prevail.

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.

F. 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.

ARTICLE THIRTY THREE –SUPPORT STAFF (Continued)

The formula to determine ROTC salary shall be as follows:

Instructor (0080) and Assistant Instructor (0380)

Current base total active duty pay _____ x Army % increase (1.--) _____
Current base total retired pay _____ x Army % increase (1.--) _____
Current District salary _____ New District salary _____

G. Librarians/Media Specialists

The school library media center is an area(s) in the school where print and non-print media and the services of media staff are readily accessible to students and teachers.

Staffed by a certified librarian/media specialist, or bargaining unit member, the library media center functions to select, organize, coordinate and circulate the school's learning resources; instruct, assist and motivate students and teachers in the use of these resources, and assist in implementing the school's total instructional and learning program.

A librarian assigned to a previously closed library, or one formerly staffed by a non-librarian, shall be allotted time, to be determined by the local school administrator in consultation with the administrator in charge of the Library Department, to develop and implement a plan by which the librarian will organize the collection and files.

H. Marketing Education Coordinators

If added cost funds from the State Department of Education continue to be available, the Office of Vocational Education will maintain a Marketing Education Added Cost Supply Fund of \$200 at all high schools where marketing education programs are eligible for this amount of added cost funding. This special account in eligible high school bookstores will provide for the purchases of small supplies needed in a marketing education program. However, all purchases of supplementary text or audio-visual items are limited to those items that are on the approved list. Schools must, prior to the close of the school year, submit to the Office of Vocational Education a detailed accounting of the expenditure of these funds including receipts. Unexpended funds must be returned.

ARTICLE THIRTY THREE –SUPPORT STAFF (Continued)

I. Psychologists

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

J. 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. Distribution of Substitutes

A list of available substitute registered nurses shall be maintained by the District.

A registered nurse substitute shall be provided when the registered nurse in a school is absent on a scheduled class day and a registered nurse is available.

3. 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.

Summer hourly rates for registered nurses will be the same as the summer hourly rate for teachers.

K. 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.

L. 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 THIRTY THREE –SUPPORT STAFF (Continued)

M. Staff Development Specialists

Staff development specialist (43 or 48 week) shall receive the same salary and benefits as a teacher.

N. Student Teachers

Student teachers may be used as substitutes for their sponsoring teachers only in accordance with provisions made by the State Board of Education. This provision shall not limit the right of a student teacher to substitute if the student teacher is otherwise qualified to substitute by Special Permit issued by the State Board of Education.

ARTICLE THIRTY FOUR - SCHOOL GOVERNANCE

Empowerment/School based Management

The District and the Union agree to work toward restructuring our school district so that local schools have greater autonomy in the educational decision-making process. The District and the Union agree to work together toward the goal of empowerment of 45 schools during the 1992-93 school year. To achieve that goal, the District and the Union will jointly establish guidelines for the development of school-based management programs in schools where administrators and teachers agree to participate. School-based planning teams at each location will have Union representation including the Union representative.

Schools desiring to participate in the empowerment projects must obtain a secret ballot vote of approval from at least 75% of the instructional staff.

Empowered schools may seek waivers of District policy, contractual language, and state or federal guidelines in order to implement programs that meet school level needs. A joint Union/District committee, with equal representation will be established to receive and come to consensus on waiver requests of District policy, contractual language and state or federal guidelines. The joint committee will make recommendations regarding policy changes to the District and requests for waivers of contractual language to the Union. Waivers granted by the Union will be for one year at a time.

During the pilot phase of the empowered school projects, transfer requests of instructional staff who do not wish to participate will be expedited. These staff persons will be given top priority for transfers. Staff persons who request transfers from empowered schools will participate in the projects until such transfers are granted. This language does not replace Article Sixteen, Personal Assignments in the Agreement between the District and the Union but is operative during the pilot phase of empowered schools.

Procedures for ongoing evaluation and improvement will be developed jointly.

An empowered school may agree to modify only the following provisions of the 1992-94 DFT/SDCD Collective Bargaining Agreement of District policies pertaining to the educational process in their own school (Note: Article references refer to 1992 CBA):

1. Article III: Quality Integrated Education
2. Article XXII: Parent-Teacher Conferences
3. Article XVIII: Improvement of Program
 - a. School Organization Plans
 - b. Testing
 - c. Handicapped Students (except for #3, ¶3)
 - d. Summer School Materials
 - e. Provision of Materials (except for ¶s 5-8)
 - f. Revision of Materials
 - g. In-service Training (except ¶1-3)

ARTICLE THIRTY FOUR - SCHOOL GOVERNANCE (Continued)

- h. Teacher Education
- i. Textbooks, etc. Review
- j. Librarians
- k. Television Teaching

Proposals to deviate from the Contract provisions set forth in Section I. shall be:

1. approved by the LSEC of the empowered school,
2. presented in writing to the Union members in the empowered school, and
3. the Union shall be notified.

This notification (in 2 or 3) will be made no less than three (3) weeks before a vote is taken.

The proposal shall detail the precise deviation from the Contract requested, the relation of the proposal to the educational plan of the empowered school, and why the deviation is necessary.

To be approved, at least seventy-five percent (75%) of the regular full-time Union members assigned to the school must vote in the affirmative.

Voting shall be conducted by the Union Building Representative and the Union Committee in the empowered school, using procedures consistent with Union policy.

Voting shall be by secret ballot.

A representative of the Union office shall be available to observe the voting if requested by the Union Building Representative.

A representative of the LSEC may also be present.

A vote to waive a specific section of the Contract as listed in Section I may only be held once a semester.

There shall be no threats, acts of intimidation or retaliation against bargaining unit members in connection with their position on empowerment issues.

Any violation of this provision shall be subject to the contractual grievance procedure, initiated at Step 2.

If no resolution is reached within 10 days, the grievance shall be submitted by the Union to expedited arbitration under the rules of the American Arbitration Association.

Waivers will be in effect for one (1) calendar year.

ARTICLE THIRTY FIVE – TEACHER TRAINING AND ASSISTANCE

A. Teacher Mentor Program

The Union/District jointly developed mentor program (resultant from 1985-86 negotiations) will be piloted in at least three schools per area during the 1989-90 school year. Based on evaluation data, revisions and modifications will be made during the 1990-91 school year.

B. Peer Review and Support

During the 1989-90 school year, the District and the Union agreed to develop a process of peer review and support. The process must involve teachers in improving the performance of marginal or potential unsatisfactory teachers. A peer review and support process will be developed and presented for implementation no later than June, 1990.

C. Inservice/Orientation for First-Year Teachers

During the first year of employment, newly-hired teachers will receive forty (40) hours of training (inservice/orientation). These staff development activities will be planned by a joint Union/District committee, with the Union naming its own representatives. Compensation to Union representatives on the In-service/Orientation Planning Committee will be at the teachers' workshop rate if planning is done outside of regular work hours.

These staff development activities will be provided outside of regular school days. Compensation to teacher participants will be at the prevailing workshop rate.

ARTICLE THIRTY SIX - COMMITTEES

A. Adult Education Calendar

Sixty (60) days prior to the opening of schools, a joint Union/District committee shall meet to establish calendars for adult education sites. The completed calendars shall be forwarded to the Superintendent and the Union for approval.

B. Attendance/Tardiness Policy

A revised attendance/tardiness policy for grades kindergarten through twelve (12) shall be developed and implemented.

C. Book Selection

Textbooks shall be reviewed every five (5) years. The Union may request an earlier review of a particular textbook. Qualified teachers in several schools shall be requested to review and evaluate each textbook being considered. The result of their review and evaluation shall be used by the Book Selection Committee as one of the deciding factors in selecting a new textbook.

The District shall also continue the use of teachers to assist in the review and development of curriculum guides.

D. Career Opportunity

The District and the Union agree to identify and structure levels of added responsibility to provide career opportunities for teachers within an overall framework that emphasizes and assures continued classroom teaching responsibilities. A joint Union/District committee will be identified not later than September 30, 1989 to develop the program. The committee shall provide recommendations not later than March, 1990. Such additional opportunities shall be implemented not later than the 1990-91 school year.

E. Educational Technician and Compact Technician Salary

The District agrees to pay educational technicians and compact technicians on a salary basis in accordance with the law. To achieve this change from hourly to salary a joint Union/District committee, composed of an equal number of Union and District representatives, shall convene and present its recommendations no later than September 30, 2005 for implementation no later than December 31, 2005.

ARTICLE THIRTY SIX – COMMITTEES (Continued)

F. Essential Paperwork

The District will, no later than December 1, 1999, convene a special committee to review all required forms and paperwork to determine if they are necessary and/or essential. This committee will be composed of District representatives and the pertinent unions including the Detroit Federation of Teachers. The goal of this committee is to eliminate unnecessary and/or non-essential paperwork.

Citywide committees shall be established with Union and District representation to review the present system of records to eliminate needless duplication and redundant clerical work for teachers. Revisions shall be implemented no later than February.

G. Financial Review

The parties will form a Financial Review Committee that will meet on a monthly basis throughout the life of this Agreement to discuss the following topics:

1. The District's use of Special Purpose funds received from both the State and the Federal Government
2. Teacher Service Formulas
3. Means to eliminate missed preparation periods
4. Any other subject which the parties agree could result in financial savings to the District's general fund

Each party shall select a person to serve as co-chair of the Committee. Each co-chair shall select two representatives to attend any meetings.

The Committee shall prepare formal minutes from each meeting and may prepare and submit recommendations. The minutes and recommendations shall be provided on a quarterly basis to the Board of Education's Finance Committee.

H. High School Lunch Period

A joint Union/District committee shall convene to discuss shortening the high school lunch period for students. The committee shall report its recommendations to the Superintendent by December 1, 2005. Any jointly agreed recommendations of the committee shall be submitted to the Superintendent for implementation in the 2006-2007 school year.

ARTICLE THIRTY SIX – COMMITTEES (Continued)

The high school lunch committee which was formed during the 2005-2006 school year shall reconvene for the purpose of completing the task assigned to it. The committee shall forward its joint recommendation to the Superintendent for implementation in the 2007-2008 school year.

I. Joint Practices

Annually, the parties will meet to jointly identify practices which will be recognized as part of this Agreement.

J. Library Materials

A joint Union/District committee shall be maintained to review library materials and purchasing procedures and to make specific recommendations for modification. The book purchase policy shall include a contingency fund of up to ten percent (10%) of the District allocated funds whereby school librarians will be able to purchase departmentally approved books and other materials when they are urgently needed.

K. Parent Teacher Conferences Scheduling

The parties will form a joint Union/District committee to study the feasibility of scheduling parent-teacher conferences after 6:00 p.m.

L. Reconstitution

A joint Union/District committee shall be formed by a date certain to discuss the implementation of redesigning (reconstitution) low performing schools.

M. Religious Holidays – Absences

A survey of the pattern of teacher absences on religious holidays shall be conducted annually for the purpose of determining the need and adequacy of teacher substitute service as far in advance of such holidays as possible.

N. Revision of Materials

A regular procedure shall be adopted for the annual up-dating of supply lists for various instructional departments and divisions.

Teacher(s) shall be included on any committee which is formed for the above purpose. The Union shall designate at least one of such teachers. Consideration shall be given to Union recommendations if more than one teacher serves on such a committee.

ARTICLE THIRTY SIX – COMMITTEES (Continued)

O. School Security

Both parties acknowledge their great concern for the security of pupils, staff and parents. Security, or the lack thereof, has a very significant impact upon the teaching and learning conditions in and around the school facility. A joint Union/District committee shall be established to study and make further recommendations to improve security in the District. The joint committee shall be composed of representatives of the District and of each of the collective bargaining units representing District employees who wish to participate.

P. Special Education

A joint Union/District committee shall be established whose purpose is to shorten the Individualized Educational Plans (IEP) form.

On request of either party, the joint Union/District committee shall meet during the school year to consult on department policies concerning the professional interests of the special education teachers which involve conditions of employment.

A joint Union/District committee shall formulate plans for the utilization of two (2) special education rooms of the same category in a selected number of schools to be designated by the Superintendent on a trial basis. This committee shall evaluate the educational benefit of such organization and shall submit a report of such evaluation to the Superintendent.

Q. Student Conduct

1. Assault

The parties shall form a joint Union/District committee to address how the District handles physical and verbal assaults on teachers, including proper placement of the student. The committee shall be comprised of an equal number of Union and District representatives, and shall hold its first meeting no later than January 1, 2007, and shall meet no less than monthly unless the committee decides otherwise.

2. Student Code

A stronger Student Code of Conduct will be developed by the District after consultation by a committee that includes representatives from the Union.

3. Uniform Code

A Uniform Code Review Committee (UCRC) shall be established. The Committee shall be composed of three (3) teachers selected by the Union and three (3) administrators appointed by the Superintendent.

ARTICLE THIRTY SIX – COMMITTEES (Continued)

The goal of the UCRC shall be to insure that schools are where teachers can teach and children can learn

The Uniform Code Review Committee shall have the power to investigate complaints brought by the School Union Committee concerning non-implementation or non-compliance with the Uniform Code.

Further, the UCRC shall have the power to act on its own motion, to select particular schools for review; to recommend the priority and method of correcting any documented cases of non-implementation or non-compliance; and to recommend to the Superintendent the use of state and/or federal funds, specified for school security/safety.

The UCRC shall develop and make available to the Union a standard form on which complaints shall be made. Prior to submitting any complaint to the UCRC, the following attempts at resolution shall be made:

- a. The Union's representatives and the complainant(s) shall meet with the principal to attempt to resolve the complaint. If the complaint is not resolved within five (5) school days of the initial meeting, it shall be submitted to the District Review Committee (DRC).
- b. A DRC meeting shall occur within ten (10) school days of the conclusion of the school level meeting. The DRC shall be composed of the school representative, a Union staff representative and the principal.
- c. If the Committee does not reach an agreement, within five (5) days of its last meeting the complaint must be filed with the UCRC.

The complaints shall be filed with the co-chairpersons who shall submit them to the UCRC. The UCRC shall identify and analyze data needs related to the specific complaint. Conclusions drawn and recommendations made will be based on objective analysis of these data.

The UCRC shall consider the complaint and make its recommendations to the Superintendent within ten (10) school days after the complaint has been received. An official copy of the recommendations shall be forwarded to the Union at the same time.

The Superintendent will make his/her response within five (5) school days.

ARTICLE THIRTY SIX – COMMITTEES (Continued)

R. Student Teaching Requirements

The parties agree to meet and try to coalesce with participating universities to discuss how student teaching requirements could be met while completing substitute 3 assignments.

S. Teacher Appearance

Teacher appearance is to be in keeping with standards that do not adversely affect the educational process and which set a proper example for students. A joint Union/District committee shall be convened to establish guidelines for professional staff appearance.

T. Testing

The joint Union/District Testing Committee established in 1971 to investigate all phases of the District's testing program and to make appropriate recommendations shall be continued. Recommendations and implementation of the recommendations of the previous committees shall be reviewed. Committee recommendations and/or changes in previous recommendations shall be forwarded to the Superintendent and the Union for review and consideration. Regularly scheduled testing shall be set at times which will be least disruptive of the instructional program.

U. Threats of Physical Peril After School Closure

In any case where school disruptions lead to a situation where students and/or teachers face physical peril while in school, and the school is closed to students by the Superintendent, a joint Union/District committee shall meet to determine what steps will be taken so that school can be reopened in a reasonable climate of safety. Such steps shall be submitted to the Superintendent for approval to reopen.

ARTICLE THIRTY SEVEN – MISCELLANEOUS

A. Past Practice

The unchanged portions of this Agreement shall be interpreted and implemented consistent with mutual, past interpretation and implementation.

B. Requirement for Visitors to Report to Main Office

The District shall have posted on the entrance and exit doors of the school the city ordinance (39-1-59,-59.1, and -59.4) which requires persons entering schools to report directly to the principal or his/her designee, and make it unlawful for such persons to remain after being requested to leave. Administrators shall be encouraged to prosecute violators.

C. Transportation of Students

The District shall assume liability for teachers and coaches transporting students to and from an approved program or at the direction of an administrator provided all transportation is by and through District owned/leased vehicles and that the driver of said vehicle has a State of Michigan driver's license endorsement to transport students.

Administrators shall direct teachers to transport students only in vehicles owned or leased by the District.

D. School Organizational Plans

The faculties of individual schools may develop organizational plans which they consider to be in the best interest of the students and the local school community. Upon the concurrence and endorsement of the local school administration and the appropriate administrative unit, such plans shall be implemented.

E. Quality Integrated Education

In order to assure positive action designed to implement the commitments expressed in the Preamble of this Agreement, and in furtherance of past recommendations and action of the District, Union, administration, professional staff and various concerned citizen groups, the Union and the District will continue and will accelerate their efforts to provide quality integrated education in the following manner:

ARTICLE THIRTY SEVEN – MISCELLANEOUS (Continued)

1. Textbook and Curriculum Improvement

In order to meet the real and vital learning needs of children in this multi-racial, multi-religious, multi-ethnic society in which we live, textbooks and other curriculum material for each pupil in all classes shall be used pursuant to the guidelines established by the District and outlined in the 1968 Textbook Report, Publication 1-112, or its successor, prepared by School-Community Relations. See also the guidelines entitled "Treatment of Minorities and Women in Textbooks and Other Learning Materials."

Use of textbooks and other curriculum material for each pupil in all American History classes in order to cover in-depth the contribution of minority groups in each unit taught and inclusion of such material as part of the course study in curriculum guides.

Use of supplemental reading materials dealing with minority group contributions.

Use of comprehensive units in World History which cover African, Asian, and Latin-American History at appropriate grade levels.

Use of Federal funds, if any, available for that purpose to reduce the class size in District schools to a maximum of twenty-five (25) students in regular grades with proportional reduction in special education classes and classes on half-day sessions.

Increased use of special services in District schools, including psychological, medical, and dental services, by taking fullest advantage of available resources.

The District shall designate personnel necessary to assure the implementation of the above sections.

2. Staff Integration

The Union in cooperation with the District will further staff integration at all levels and in all sections of the city.

A joint Union/District committee shall be formed to work with those colleges of education which are willing to cooperate in planning a required course of study geared toward understanding and working with children with cultural differences.

Available Federal funds shall be utilized for internship programs and other methods to assist teachers who are teaching for the first time in schools located in low socio-economic areas.

ARTICLE THIRTY SEVEN – MISCELLANEOUS (Continued)

3. Achievement and Intelligence Test Revision

There shall be a complete review and revision wherever necessary of the existing testing program in an effort to eliminate culturally biased tests.

4. Pupil Integration

The Union and the District recognize that compensatory educational benefits are necessary to provide equal educational opportunities in deprived areas but that such benefits do not substitute for the District's declared goal of quality integrated education. Therefore, a joint Union/District committee shall continue to investigate ways of achieving quality integrated education and to make recommendations to the Union and the Superintendent in order to implement programs which will further racial integration of pupils.

Various plans from throughout the United States will be investigated along with any other new and creative ideas submitted for study by either party or from any other source.

5. Implementation of Integration and Desegregation

Funds available for integration and desegregation projects shall continue to be aggressively sought for the purpose of implementing the quality integrated education provisions of this Agreement.

ARTICLE THIRTY EIGHT - INFORMATION

The District shall make available to the Union upon its reasonable request any and all available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. Information as required by PERA shall be available to the Union upon request.

An exchange of memos will cover agreement reached with the Office of Labor Affairs, the Union and the District Payroll Department to avoid problems with records and deductions.

A roster of names of bargaining unit members, including amount of seniority, shall be provided to the building representative and shall be regularly updated.

Twice each year, on or about November 1 and April 1, the District shall submit to the Union a profile of each member of the bargaining unit which shall include the name, file number, social security number, address, school location, sex, race, age, degrees, assigned teaching area and salary schedule step. This profile will be categorized alphabetically and by Constellation.

Vacancies - The District will provide a report to the Union three (3) times per year indicating existing vacancies by school and subject area, the first two (2) weeks after the first 4th Wednesday count, the second two (2) weeks after the second fourth Wednesday count, and the third on June 1st.

The Collective Bargaining Agreement shall contain major policies set forth in Teachers' Bulletin No. 4 such as leave of absence provisions, insurance benefits, etc.

ARTICLE THIRTY NINE - DURATION

All provisions of the 2002-2005 Agreement not specifically changed by mutual agreement shall be carried forward in the new Agreement.

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 2005 and shall continue in effect through June 30, 2009.

For the Union:

For the District:

Date: _____

Date: _____

APPENDIX A – SCHOOL CALENDARS
APPENDIX B – WAGE AND BENEFIT GUIDE
APPENDIX C – LIST OF DPS DESIGNATED CLINICS

LETTERS OF UNDERSTANDING

2005 AGREEMENTS

2006 AGREEMENT – K-16 INITIATIVE

ELIMINATION OF BONUSES

APPENDIX A – SCHOOL CALENDARS

2005-2006 SCHOOL CALENDAR

2005	
Wednesday, August 24, 2005	Staff reports, full day of work. Professional Development and staff orientation.
Thursday, August 25, 2005	Staff reports, full day of work. Teachers will prepare for their classes and work in their assigned rooms with no other activities planned.
Friday, August 26, 2005	Staff reports, full day. Professional Development.
Per the Public Employment Relations Act, the Superintendent establishes the first day of instruction and pupil contact time.	
Monday, August 29, 2005	Schools open for teachers and students. (Full day for both.)
Thursday, September 1, 2005	Schools close at end of day for Labor Day weekend.
Tuesday, September 6, 2005	Schools reopen.
Tuesday, November 8, 2005	Professional Development. No students.
Friday, November 11, 2005	Schools close at noon for Veterans' Day observance.
Wednesday, November 23, 2005	Schools close at end of day for Thanksgiving Break.
Monday, November 28, 2005	Schools reopen.
Tuesday, December 20, 2005	Schools close at end of day for Christmas Break.
2006	
Tuesday, January 3, 2006	Schools reopen.
Monday, January 16, 2006	Schools closed for observance of Martin Luther King, Jr.'s Birthday observance.
Friday, January 27, 2006	End of first semester. (Half-day only for students.)
Monday, January 30, 2006	Second semester begins.
Friday, February 17, 2006	Schools close at end of day for Winter Break.
Monday, February 27, 2006	Schools reopen.
Thursday, March 9, 2006	Full day of Professional Development. No students.
Thursday, April 13, 2006	Schools close at end of day for Good Friday and Spring Break.
Monday, April 24, 2006	Schools reopen.
Monday, May 29, 2006	Schools closed for Memorial Day observance.
Thursday, June 15, 2006	Last day of school for students.
Friday, June 16, 2006	End of semester. (Last day of school for teachers.)

2006-2007 SCHOOL CALENDAR

2006	
Wednesday, September 13, 2006	Schools open for teachers.
Thursday, September 14, 2006	Schools open for students.
Tuesday, November 7, 2006	Professional Development. No students.
Friday, November 10, 2006	Schools close at noon for Veterans' Day observance.
Wednesday, November 22, 2006	Schools close at end of day for Thanksgiving Break.
Monday, November 27, 2006	Schools reopen.
Friday, December 22, 2006	Schools close at end of day for Christmas Break.
2007	
Tuesday, January 2, 2007	Schools reopen. Professional Development.
Monday, January 15, 2007	Schools closed for observance of Martin Luther King, Jr.'s Birthday observance.
Friday, January 19, 2007	End of first semester.
Monday, January 22, 2007	Second semester begins.
Friday, February 16, 2007	Schools close at end of day for Winter Break.
Monday, February 26, 2007	Schools reopen.
Tuesday, March 27, 2007	Professional Development. No students.
Wednesday, March 28, 2007	Professional Development. No students.
Friday, March 30, 2007	Schools close at end of day for Spring Break.
Monday, April 9, 2007	Schools reopen.
Monday, May 28, 2007	Schools closed for Memorial Day observance.
Thursday, June 21, 2007	Last day of school for students.
Friday, June 22, 2007	End of semester. (Last day of school for teachers.)

2007-2008 SCHOOL CALENDAR

2007	
Monday, August 27, 2007	Staff reports, full day of work. Professional Development and staff orientation.
Tuesday, August 28, 2007	Staff reports, full day of work. Teachers will prepare for their classes and work in their assigned rooms with no other activities planned.
Wednesday, August 29, 2007	Staff reports, full day. Professional Development. Schools close at end of day for Labor Day break.
Per the Public Employment Relations Act, the Superintendent establishes the first day of instruction and pupil contact time.	
Tuesday, September 4, 2007	Schools open for teachers and students.
Tuesday, November 6, 2007	Professional Development. No students.
Friday, November 9, 2007	Schools close at noon for Veterans' Day observance.
Wednesday, November 21, 2007	Schools close at end of day for Thanksgiving Break.
Monday, November 26, 2007	Schools reopen.
Friday, December 21, 2007	Schools close at end of day for Christmas Break.
2008	
Monday, January 7, 2008	Schools reopen.
Friday, January 18, 2008	End of first semester.
Monday, January 21, 2008	Schools closed for observance of Martin Luther King, Jr.'s Birthday observance.
Tuesday, January 22, 2008	Second semester begins.
Friday, February 15, 2008	Schools close at end of day for Winter Break.
Monday, February 25, 2008	Schools reopen.
Thursday, March 20, 2008	Schools close at end of day for Good Friday and Spring Break.
Monday, March 31, 2008	Schools reopen.
Monday, April 28, 2008	Professional Development. No students.
Wednesday, May 21, 2008	Professional Development. No students.
Monday, May 26, 2008	Schools closed for Memorial Day observance.
Thursday, June 12, 2008	Last day of school for students.
Friday, June 13, 2008	End of semester. (Last day of school for teachers.)

2008-2009 SCHOOL CALENDAR

2008	
Monday, August 25, 2008	Staff reports, full day of work. Professional Development and staff orientation.
Tuesday, August 26, 2008	Staff reports, full day of work. Teachers will prepare for their classes and work in their assigned rooms with no other activities planned.
Wednesday, August 27, 2008	Staff reports, full day. Professional Development. Schools close at end of day for Labor Day break.
Per the Public Employment Relations Act, the Superintendent establishes the first day of instruction and pupil contact time.	
Tuesday, September 2, 2008	Schools open for teachers and students.
Tuesday, November 11, 2008	Schools close at noon for Veterans' Day observance.
Wednesday, November 26, 2008	Schools close at end of day for Thanksgiving Break.
Monday, December 1, 2008	Schools reopen.
Friday, December 19, 2008	Schools close at end of day for Christmas Break.
2009	
Monday, January 5, 2009	Schools reopen.
Friday, January 16, 2009	End of first semester.
Monday, January 19, 2009	Schools closed for observance of Martin Luther King, Jr.'s Birthday observance.
Tuesday, January 20, 2009	Second semester begins.
Friday, February 20, 2009	Schools close at end of day for Winter Break.
Monday, March 2, 2009	Schools reopen.
Tuesday, March 24, 2009	Professional Development. No students.
Wednesday, March 25, 2009	Professional Development. No students.
Thursday, April, 9, 2009	Schools close at end of day for Good Friday and Spring Break.
Monday, April 20, 2009	Schools reopen.
Monday, May 25, 2009	Schools closed for Memorial Day observance.
Thursday, June 11, 2009	Last day of school for students.
Friday, June 12, 2009	End of semester. (Last day of school for teachers.)

APPENDIX B – WAGE AND BENEFIT GUIDE

	Salary ¹	Health, Dental, Optical, Life Insurance	Layoff Notice	Holidays	Salary Differential ²	Longevity year/amt	Maximum Steps	Sick Bank ³
Accompanists	A	X	60 Days	X	No	11/250	5	10-15 Days
Adult Education Teachers	H	X	2 Weeks	X	No	No	3	1 Hr/25 Hrs
Art Therapists	A	X	60 Days	X	X	15/250	11	10-15 Days
Assistant Attendance Officers	A	X	2 Weeks	X	No	11/150	9	10-15 Days
Attendance Agent/Officers	A	X	60 Days	X	X	15/250	9/10	10-15 Days
Audiologists	A	X	60 Days	X	X	15/250	11	10-15 Days
Auditorium Teachers	A	X	60 Days	X	X	15/250	11	10-15 Days
Behavioral Specialists	A	X	60 Days	X	X	15/250	11	10-15 Days
Compact Technicians	H	X	2 Weeks	X	No	15/250	1	1 Hr/25 Hrs
Counselors/Promoted	A	X	60 Days	X	X	15/250	12	10-15 Days
Counselors/Teacher Guidance	A	X	60 Days	X	X	15/250	11	10-15 Days
Day Trade Teachers	A	X	30 Days	X	X	15/250	9/11	10-15 Days
Educational Technicians	H	X	2 Weeks	X	No	15/250	1	1 Hr/25 Hrs
IEP Specialists	A	X	60 Days	X	X	15/250	11	10-15 Days
Instructional Specialists	A	X	60 Days	X	X	15/250	11	10-15 Days
JROTC Instructors & Assistant Instructors	A	X	60 Days	X	No	15/250	1	10-15 Days
Librarians/Media Specialists	A	X	60 Days	X	X	15/250	11	10-15 Days
Literacy Coaches	A	X	60 Days	X	X	15/250	11	10-15 Days
Mobility Instructors	A	X	60 Days	X	X	15/250	11	10-15 Days
Music Therapists	A	X	60 Days	X	X	15/250	11	10-15 Days
Occupational Therapists	A	X	60 Days	X	X	15/250	11	10-15 Days
Physical Therapists (Physiotherapists)	A	X	60 Days	X	X	15/250	11	10-15 Days
Psychologists	A	X	60 Days	X	X	15/250	11	10-15 Days
Registered Nurses - Degree	A	X	60 Days	X	X	11/250	11	10-15 Days
Registered Nurses - Non-Degree	A	X	60 Days	X	No	11/250	4	10-15 Days
School Community Agents	A	X	60 Days	X	No	15/250	9	10-15 Days
Social Workers	A	X	60 Days	X	X	15/250	11	10-15 Days
Special Education: Teachers/Counselors/Resource Teachers	A	X	60 Days	X	X	15/250	11	10-15 Days
Special Instructors	H	X	2 Weeks	X	No	15/250	1	1 Hr/25 Hrs

	Salary ¹	Health, Dental, Optical, Life Insurance	Layoff Notice	Holidays	Salary Differential ²	Longevity year/amt	Maximum Steps	Sick Bank ³
Speech/Language Pathologists	A	X	60 Days	X	X	15/250	11	10-15 Days
Speech Therapists	A	X	60 Days	X	X	15/250	11	10-15 Days
Substitutes 1 and 2	D	No	1 Day	No	No	No	1	No
Substitutes 3	D	X	2 Days	X	No	No	1	10 Days
Teachers	A	X	60 Days	X	X	15/250	11	10-15 Days
Teacher Consultants	A	X	60 Days	X	X	15/250	11	10-15 Days
Teacher, Retirees	A	No	2 Days	X	X	No	1	No
Transition Specialists	A	X	60 Days	X	X	15/250	11	10-15 Days
Work Study Assistants	A	X	60 Days	X	No	15/250	3	10-15 Days

¹ Salary: A = Annual; H = Hourly;
D = Daily

² BA, MA MA+30,
Doctorate

³ Year one = 10 sick days. Years two, three and four = 12 sick days.
Years five and beyond = 15 sick days.

Paid Holidays:

Labor Day

Veterans Day (1/2)

Thanksgiving

Day after Thanksgiving

Christmas

New Year's Day

Martin Luther King Jr.'s Birthday

Good Friday

Memorial Day

July 4th (Summer School Only)

APPENDIX C – OFFICIALLY DESIGNATED DPS CLINICS

OFFICIALLY DESIGNATED CLINICS

If you're injured on the job, go to one of the clinics listed below:

DETROIT PUBLIC SCHOOLS OCCUPATIONAL CLINIC PROVIDER/HOSPITALS NETWORK DIRECTORY

Concentra.....	313-831-3130 4229 Cass Ave., Detroit, MI 48201 <i>Monday-Friday 8:00 a.m. – 5:00 p.m.</i>	Kaiser Medical Center.....	586-754-3830 27423 Van Dyke, Warren, MI 48093 <i>Monday-Friday 9:00 a.m. – 6:00 p.m.</i>
Concentra.....	734-287-3415 21107 Eureka Rd., Taylor, MI 48180 <i>Monday-Friday 7:00 a.m. – 11:00 p.m.</i> <i>Saturday 8:00 a.m. – 4:00 p.m.</i>	Midwest Health Center.....	313-568-1433 600 Woodbridge, Detroit, MI 48226 <i>Monday-Friday 8:00 a.m. – 6:00 p.m.</i>
Concentra	313-259-7990 2151 E. Jefferson Ave., Detroit, MI 48207 <i>24 Hours, 7 Days</i>	Midwest Health Center.....	313-581-6009 5050 Schaefer, Dearborn, MI 48126 <i>24 Hours, 7 Days</i>
Concentra.....	586-756-5800 27070 Hoover Rd, Ste B, Warren, MI 48093 <i>24 Hours Monday-Friday until 4:00 p.m. Saturday</i>	Midwest Health Center.....	734-261-0100 30150 Plymouth Rd., Livonia, MI 48150 <i>Monday-Friday 8:00 a.m. – 6:00 p.m.</i>
Concentra.....	586-977-1510 40732 Van Dyke, Sterling Heights, MI 48313 <i>24 Hours, 7 Days</i>	Midwest Health Center.....	734-941-1000 Detroit Metropolitan Airport, Romulus, MI 48174 <i>Monday-Friday 7:00 a.m. – 7:00 p.m.</i>
Concentra.....	248-362-4616 627 E. Maple Rd., Ste 200, Troy, MI 48083 <i>24 Hours Monday-Friday until 4:00 p.m. Saturday</i>	Midwest/Brookside Health Center.....	313-295-7310 8790 South Telegraph Rd., Taylor, MI 48180 <i>Monday-Friday 9:00 a.m. – 5:00 p.m.</i> <i>Saturday 9:00 a.m. – 12:00 p.m.</i>
Concentra.....	248-569-2040 26185 Greenfield, Southfield, MI 48075 <i>Monday-Friday 8:00 a.m. – 5:00 p.m.</i>	MOMS.....	313-579-6667 5575 Conner Ave., Detroit, MI 48213 <i>Monday-Friday 8:00 a.m. – 6:00 p.m.</i>
Concentra.....	734-425-4600 28196 Schoolcraft Rd., Livonia, MI 48150 <i>24 Hours, 7 Days</i>	Northwest Gen. Ind. Clinic.....	313-894-7881 9600 Dexter, Detroit, MI 48206 <i>Monday-Friday 8:00 a.m. – 10:00 p.m.</i> <i>Saturday 8:00 a.m. – 1:00 p.m.</i>
Concentra.....	734-513-2000 34095 Plymouth Rd., Livonia, MI 48150 <i>Monday-Friday 8:00 a.m. – 5:00 p.m.</i>	St. John/Providence Hospital and Medical Centers – Providence Medical Centers/Providence Park.....	248-465-4800 47601 Grand River Ave., #B223, Novi, MI 48374 <i>Monday-Friday 7:00 a.m. – 4:30 p.m.</i>
Concentra.....	734-955-7000 11100 Metro Airport Center Rd., Romulus, MI 48174 <i>24 Hours, 7 Days</i>	St. John Detroit Riverview Hospital.....	313-499-4230 7733 E. Jefferson Ave., Detroit, MI 48214 <i>Monday-Friday 8:00 a.m. – 4:00 p.m.</i>
DMC – Occupational Health Services/ University Health Center.....	313-745-3000 4201 St. Antoine, 4 th Floor-Sect K, Detroit, MI 48201 <i>Monday-Friday 8:00 a.m. – 5:00 p.m.</i>	St. John Hospital.....	313-343-3740 19251 Mack Ave., Suite 100, Grosse Pointe Woods, MI 48236 <i>Monday-Friday 7:00 a.m. – 4:30 p.m.</i>
Henry Ford Occupational Medical Center.....	313-972-9039 9100 Brombach, Hamtramck, MI 48212 <i>Monday-Friday 8:00 a.m. – 5:00 p.m.</i>	St. John River District.....	810-329-8912 4100 River Rd., East China, MI 48054 <i>Monday-Friday 7:00 a.m. – 4:30 p.m.</i>
Henry Ford Occupational Medical Center.....	313-982-8261 19401 Hubbard Drive, Dearborn, MI 48126 <i>24 Hours, 7 Days</i>	St. John North Shores Hospital.....	586-466-5259 26755 Ballard Rd., Harrison Township, MI 48045 <i>24 Hours Injury Care Only</i>
Henry Ford Occupational Medical Center.....	248-528-2310 2825 Livernois, Troy, MI 48084 <i>Monday & Tuesday 8:00 a.m. – 7:00 p.m.</i> <i>Wednesday, Thursday, & Friday 8:00 a.m. – 5:00 p.m.</i>	St. John/Providence Hospital & Medical Center.....	734-432-6668 37595 Seven Mile Rd., Livonia, MI 48152 <i>Monday-Friday 7:30 a.m. – 4:00 p.m.</i>
Henry Ford Occupational Medical Center.....	248-661-6411 6777 West Maple Road, West Bloomfield, MI 48322 <i>24 Hours, 7 Days</i>	St. John Medical Center.....	586-226-6120 46591 Romeo Plank Rd., Macomb Township, MI 48044 <i>Monday-Friday 7:30 a.m. – 4:00 p.m.</i> <i>Saturday 7:30 a.m. – 12:00 p.m.</i>
Henry Ford Occupational Medical Center.....	586-977-6207 3500 15 Mile Road, Sterling Heights, MI 48310 <i>24 Hours, 7 Days</i>	St. John Oakland Hospital.....	248-967-7715 27351 Dequindre, Madison Heights, MI 48071 <i>Monday-Friday 8:00 a.m. – 4:30 p.m.</i>
		St. John Macomb Hospital.....	586-573-5900 11800 East 12 Mile Rd., Warren, MI 48093 <i>Monday-Friday 7:00 a.m. – 4:30 p.m.</i>
		St. John/Providence Hospital & Medical Center.....	248-849-3195 22255 Greenfield #422, Southfield, MI 48075 <i>Monday-Friday 7:00 a.m. – 4:00 p.m.</i>

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

2005 AGREEMENTS

By their representatives' signatures below, the parties agree that the following is a list of certain agreements that resulted from the 2005 negotiations for the parties' 2005-2006 Agreement. Such agreements are detailed here only for the purpose of providing a historical background for many of the parties' agreements that became effective in the 2006 school year and appear in the 2005-2009 collective bargaining agreement.

1. Salary Schedules

The salary schedules and formulas negotiated by the parties are set forth in Article Nine and shall be in effect for the 2005-2006 school year. For the 2005-2006 school year only, the salary shall be the same as was actually paid in 2004-2005.

For the 2005-2006 school year only, salary step increments for all bargaining unit members shall be suspended for one (1) year. As of the beginning of the 2006-2007 school year, bargaining unit members whose salary step increment was suspended shall have their salary adjusted to include the salary step suspended for the 2005-2006 school year and the salary step applicable for the 2006-2007 school year.

For the 2005-2006 school year, members of the bargaining unit shall loan five (5) days salary to the District to be deducted at the rate of one day per pay from each of the five consecutive pay periods beginning with the first pay date of the second semester. The five days shall be repaid beginning on the first pay date in December 2006 and continuing thereafter according to the following schedule:

December 2006 – two (2) days
December 2007 – one (1) day
December 2008 – one (1) day
December 2009 – one (1) day

NOTE: A new repayment schedule was agreed to in the 2006 negotiations and all days were paid prior to the publication of the 2005-2009 Collective Bargaining Agreement.

Repayment shall be made at the employee's pay rate in effect at the time of repayment, provided, however, that such rate shall not be less than the rate of pay under the 2003-2004 salary schedule at the salary step applicable to the employee at the time of repayment. The balance of the deferred pay then owing shall be paid immediately, at the pay rate then in effect, to: (i) an employee upon the employee's permanent separation (including but not limited to resignation, retirement or discharge), and (ii) an employee who is on layoff status

at the time repayment is due. The District at its option may repay the entire balance or any portion thereof that is due at any time earlier than the dates stated above.

2. Attendance Incentive

Attendance incentive provisions as described under Salary Variations (9 C 5&6) shall be suspended for the 2005-2006 school year only.

3. Legal Liability Coverage

The District is committed to providing legal liability coverage for all members of the DFT bargaining unit. To determine this coverage, joint Union/District committee, composed of an equal number of union and management representatives, will convene. This committee shall make its recommendations to the DFT and the District no later than October 15, 2005. If the District and the Union agree with the recommendations, they shall be implemented no later than December 31, 2005.

NOTE: The parties did in fact agree to Legal Liability language, which can be found in Article Twenty Four of the parties' 2005-2009 collective bargaining agreement.

4. Sick Leave Deferral

All bargaining unit members shall defer use of five (5) sick days of their 2005-2006 allotment. Those days will become available for use on July 1, 2006.

Employees who retire from the District or die while employed by the District during the 2005-2006 school year shall have deferred days restored to their bank.

Any employee on approved medical leave of absence for his or her medical condition shall have his or her deferred days returned upon the employee's request after the employee has exhausted his or her accumulated sick leave.

5. Retirement Incentive

Employees who notify the District by March 31, 2006 of their intent to retire between July 1 and August 1, 2006 and retire by August 1, 2006 shall receive a \$500 bonus to be included in their final pay.

6. Advanced Degree Pay

Employees who have completed all requirements for an advanced degree beyond Bachelor's level pay by August 31, 2005, shall receive the applicable increase in salary under the schedules in Appendix A of the 2002-05 Agreement. Employees who complete the requirements for advanced degree after August 31, 2005 shall receive the salary increase at the beginning of the 2006-2007 school year.

7. 2005 School Calendar

The School Calendar negotiated by the parties in 2005 is attached hereto and was in effect for the 2005-2006 school year.

8. 39 Week High School

Effective the beginning of the 2005-2006 school year, the following 43 week high schools shall become 39 week high schools: University Public, Detroit City, Barsamian, Davis Aerospace.

9. Substitute Pay

During the 2005-2006 school year, substitutes were paid the rates that were in effect during the 2003-2004 and 2004-2005 school years.

For the Union:

For the District:

Date: _____

Date: _____

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

2006 K-16 INITIATIVE AGREEMENT (HISTORICAL RECORD)

By their representatives' signatures below, the parties agree that the following is an agreement that resulted from the 2006 negotiations for the parties' 2005-2009 collective bargaining agreement. This agreement is detailed here only for the purpose of providing an accurate historical record.

1. In the event the "K-16 initiative" passes and is implemented, the parties agree to meet and confer following the completion of the 2006-07 comprehensive annual financial report to discuss an increase in compensation, in a form to be decided, for the 2008-09 above the guaranteed 2.5%. If there is no net state funding increase as a result of the passage, there shall be no obligation to meet and confer.

NOTE: The K-16 Initiative did not pass. Therefore, the forgoing agreement did not become binding on the parties.

For the Union:

For the District:

Date: _____

Date: _____

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

ELIMINATION OF BONUSES

During the 2006 collective bargaining negotiations, the parties agreed as follows:

1. Beginning the 2006-2007 school year, the Critical Shortage Bonus, Student Teacher Bonus and Attendance Incentive shall be eliminated and BA Step 1 shall be increased by \$2000.
2. The Letter of Understanding titled "Critical Shortage," on page 143-144 of the 2002-2005 Agreement is null and void.

For the Union:

For the District:

Date: _____

Date: _____