

DETROIT FEDERATION OF TEACHERS, AFT LOCAL 231 (UNION)

And

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT (DISTRICT)

**Tentative Agreement on Non-Economic Language Issues
September 4, 2016**

Preamble

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 recognize the diverse and multicultural nature of Detroit and the families involved with its schools, the parties each renew their commitment to maintaining a school system that treats each student, parent, and employee with respect, dignity, and sensitivity to their unique needs and culture. Each party encourages the other to pursue initiatives within their purview to meet this goal and to make suggestions for how the other might do so; 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 problem on the basis of race, religion, creed, sex or sexual orientation, social or economic status; and

WHEREAS, curriculum and curriculum materials, including technology, should meet the real and vital learning needs of children in this multi-racial, multi-religious, multi-ethnic society in which we live;

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 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 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 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

THEREFORE, the parties agree as follows:

Article One

Recognition and Definitions

A. Recognition

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

Accompanists
Adult Education Teachers
Art therapist
Assistant Attendance Officers
Attendance Agents/Officers
Audiologist
Auditorium teacher
Behavioral Specialists
Computer teacher
Counselors
Counselors/Teacher Guidance
Day Trade Teachers
Educational Technicians
IEP Specialists
Instructional Specialists
JROTC Instructors and Assistant Instructors
Librarian/Media Specialists
Literary coach
Mobility instructor
Music Therapists
Occupational Therapists

Physical Therapists (Physiotherapists)
Psychologists
Registered Nurses (RN)
School community agents
Social Workers
Special Education Teachers/Counselors/Resource teachers
Special instructors
Speech/Language Pathologist
Speech Therapists
Substitutes (I, II, III, IV)
Teacher Consultants
Teacher, Retiree
Transition specialists
Vocational Instructors
Work study assistants

It is the District's responsibility to provide regularly updated lists of active positions covered by the Union.

B. 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.

Whenever the term "superintendent" is used it shall refer to that person 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 singular is used it is to include the plural.

Wherever the term "Federation representative" or "Union representative" is used it is to include the Union building representative or his/her teacher designee or any other representative designated by the Union.

C. Deductions

Consistent with and as limited by current practice, the District shall make payroll deductions upon written authorization from bargaining unit members to the extent permitted by law. In the event that there is a change in law which would authorize payroll deductions for Union dues and/or fees, the District shall allow and effectuate such deductions consistent with applicable law.

D. Strike Prohibition

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

Article Two

Rights and Responsibilities of the District

A. 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 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. 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 is specifically set forth in this Agreement.

C. The parties will meet to jointly identify practices which will be recognized as part of the Collective Bargaining agreement. The unchanged portions of this Collective Bargaining Agreement shall be interpreted and implemented consistent with mutual, past interpretation and implementation.

D. The District, through its designated representatives, shall meet with the Union, through its designated representatives, for the purpose of discussing 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. The Superintendent or his/her designated agent shall make official replies 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 Three

Information

A. Unit Membership Information

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

Twice each year, beginning approximately November 1, 2016 and April 1, 2017, and every November 1 and April 1 thereafter, the District shall submit to the Union Office a profile of each member of the bargaining unit which shall include the name, file number, contact information (including address, phone number, and email address if any), school location, degrees, assigned teaching area, and salary schedule step. This profile will be categorized alphabetically and by Network, or other category of area.

B. 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.

Article Four

Union Activities

- A. The District recognizes that the Union, as the exclusive collective bargaining representative of District employees described in Article I, Section A, has the responsibility of administering and enforcing this Collective Bargaining 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.
- B. The principal shall recognize the elected Union building representative as the official representative of the Union in the school.

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).

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

The principal shall meet at least monthly, when requested with the School Union Committee to consult on local school problems as they relate to this Agreement. No other committee shall exist for this purpose.

The above, as agreed upon for discussion by the principal and the School Union Committee, does not preclude the discussion of other matters. However, the principal and the School Union Committee do not have the authority to reach any decision, which changes this Agreement.

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 home assignment.

- C. 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.
- D. The Union shall have the right to place materials in the mailboxes of teachers and other authorized employees.
- E.

- F. 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 of the employees involved.
- G. 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.
- H. 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 may be provided.
- I. In any instance where faculty representation for special committees is desired or needed, the Union will be consulted.
- J. Union teacher representatives will serve on all District Advisory Committees.
- K. At the request of the union, 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 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.
- L. The Union will not engage in or encourage strike action of any type during the life of this agreement.

Article Five

Fair Practices

- A. In accord with District policy, no person or persons, departments or divisions responsible to the District shall discriminate against an employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, or membership in, or association with the activities of, the Union.
- B. In accord with its Constitution, the Union will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, or marital status.
- C. 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 Detroit schools.

Article Six

Grievance Procedure

A. Grievance Definition

A grievance is a complaint submitted as a grievance (see Section B, Step 1) involving the work situation, or that there has been a deviation from, or a violation, misinterpretation, or misapplication of any provision of this Agreement.

B. Grievance Procedure

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

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 forty (40) calendar days from the time an event took place or within forty (40) calendar days of 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 forty (40) 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:
 - 1) by a teacher accompanied by a Union representative;
 - 2) through a Union representative if the teacher so requests;
 - 3) by a Union representative in the name of the Union.
- b. Within ten school days after receiving the grievance, the principal shall state his/her decision in writing, together with the supporting reasons, and shall furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the Union representative.

STEP 2. Within ten school days after receiving the decision of the Principal, the Union may appeal his/her decision to the Superintendent or to any designee of the Superintendent upon whom the Superintendent has conferred authority to act in the premises. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

- a. Within ten school days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance, giving the Union representatives 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 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. The parties may mutually agree on an arbitrator to hear and decide the grievance. Unless mutually agreed to by the parties, the arbitrator will hear the case 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 briefs to the arbitrator.

C. Mediation

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

D. General

1. 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.

No teacher at any stage of the grievance procedure will be required to meet with any administrator without Union representation.

2. If a grievance arises from the action of authority higher than the principal of the school, the Union may present such grievance at the appropriate step of the grievance procedure.

If a 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. 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.

The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

4. Any action which is also the subject of an administrative or other legal proceeding instituted by an employee shall be deemed an election of remedies by the employee.

D. Individual Grievance Under PERA

Any individual teacher presenting a grievance on his/her own behalf within the meaning and application of the proviso to Section 11 of Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965 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 Seven

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.

The Wednesday before Labor Day shall be reserved for staff to work in their rooms to prepare for the upcoming school year.

The last day of the school year is a records day for staff. When a staff member's records are completed, submitted to the office and approved by the administrator or his/her designee, they (staff members) may leave for the day.

It is understood that the days and dates above are applicable to the 2016-17 school year, and are subject to change in future years .

2. State Mandated Days/Hours of Instructions

- 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 notify the school Union committee and the matter will be addressed as discussed above.

Any revision to the school schedule will be forwarded to Student Transportation and the school principal for implementation.

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.

In order to ensure a safe working environment for everyone in the District's schools and to assist with the supervision of students, all teachers are to be on duty at their rooms at the entry bell and to stand outside their doors in the hallway for the purpose of monitoring arrival, class changes, dismissal and to take a proactive role in addressing potential safety concerns. The same procedure should occur at the dismissal bell at the end of the day when students are dismissed and between hours during passing time.

2. Scheduling

a. General

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

Reasonable efforts should 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 should 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, where other temporary conditions require it, or as otherwise may be provided by law.

b. Elementary School Day

The regular school day in elementary and kindergarten through grade eight (8) school for assigned teaching, planning and consultation functions shall be seven (7) hours and ten (10) minutes, which shall include a forty-five (45) minute duty-free lunch.

c. Middle School Day

In middle schools, the regular school day for assigned teaching, planning and consultation functions shall be six (6) hours and fifty-two (52) 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 minute record homeroom and supervise students during passing time between classes.

The administrator may develop alternative schedules as long as they meet State mandates 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.

d. High School Day

In high schools, the regular day for assigned teaching, planning and consultation functions shall be seven (7) hours and twenty minutes (20), which shall include a fifty-five (55) minute duty free lunch.

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 or preparation period, but shall nonetheless address inappropriate student behavior they may observe as needed.

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, to the extent reasonably possible, have more than five (5) classes, one of which shall be called Journalism (Y-yearbook or N-newspaper) or Drama.

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 hour's 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.

2. 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.

3. Relief From Non-Teaching Chores

The assignment of school service assistants may be provided to handle tasks related to the educational progress in conjunction to the students' academic experience, under the supervision of the 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.

4. 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).

5. Preparation Periods

a. Elementary Preparation Periods

Each K-8 teacher shall receive a minimum of four (4) preparation periods per week. Three forty five(45) minute preparation periods shall be within the regular school day. One (1) sixty (60) minute "Common" preparation period shall be on Wednesday. Students shall be dismissed sixty (60) minutes early each Wednesday, so as to provide for the one (1) sixty (60) minute "Common" preparation period.

b. Middle School Preparation Periods

Each middle school teacher shall have a daily preparation time of fifty-five (55) 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 shares 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, absent special circumstances. The principal and teacher will keep track of such lost preparation time. The principal shall share that information with the Union representative on a monthly basis.

Lost preparation periods shall not carry over from one school year to the next school year.

5. 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.

6. Teachers' Meetings

Teachers should 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 shall be limited to one (1) hour. (During the PLC period, teachers shall work on the implementation of the school improvement plan in professional learning teams organized by the building administration, which could include but is not limited to the following: working in pairs, grade level and context level teams, or even alone as appropriate to review district and state data, preparing lesson plans for a team 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.

Two (2) Professional Development days (the equivalent of twelve (12) hours) shall be scheduled in lieu of twelve (12) one hour Wednesday staff meetings.

7. Pupil's Report Card Marks

The report card mark of a teacher is the record of the teacher's evaluative judgment of the work of a pupil. Absent special circumstances, the teacher shall be given deference 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 the suitability of the grade.

Pupil Report Card Marks - The report card marks for each marking period will be based on grades accumulated within the marking period. Absent special circumstances, the final grade shall reflect the average of the previous report card marks. It shall be the responsibility of each teacher to actively maintain and utilize the electronic grading protocols/system and to enter at least two grades per student per week into such protocol/system.

Every effort shall be made to avoid scheduling the entry of the final report card grade 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.

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.

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

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

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

Kindergarten report cards shall be distributed one (1) time per semester - two (2) times per year.

When a child's progress is such that failure seems likely, the teacher should advise the counselor or principal of the situation well in advance, so appropriate steps are taken to make sure the parent is informed.

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

8. Self-Governing Schools

Consistent with and as limited by current practices, schools identified by the District as Self-Governing Schools may diverge from the terms of this Agreement as approved by the Self-Governing School's governing council.

Article Eight

Professional Compensation

A. Wages (Salary Schedules TO BE ADDED)

B. Detailed Salary Information (TO BE ADDED)

C. Calculation of Daily Rate

For all purposes in this Agreement, for the 2016 - 2017 school year, 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 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 196.

Effective the 2016 - 2017 school year the daily rate shall be an employee's annual salary as provided in the appropriate salary schedule divided by 196.

D. Teaching Service Credit Upon Hire

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

- a. . A 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, and, at the option of the District, may be credited with up to a maximum of two years of credit for outside teaching experience on the salary schedule as described in Section D.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 D.1.a above, except that they will not be put on probation.
- c. **Restoration of Sick Leave Bank** - For a teacher who returns to full-time employment with the District within a period of two years following his/her separation from employment, at the end of one year of successful reemployment by the District and upon completion of each subsequent year of re-employment, the sick leave bank of such returning teacher shall be restored in annual amounts equal to the number of days which remained in the teacher's sick leave bank at the time of last resignation divided by the number of years during which the teacher was not employed in the District. Restoration of sick leave in this manner shall continue until all the sick days have been restored.

2. Outside Teaching Experience

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

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

3. Military Service

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

4. Peace Corps Service

A teacher who serves in the Peace Corps shall be entitled to experience credit for Peace Corps teaching up to a maximum of two years.

5. Substitute Service

One (1) year's credit on the salary schedule is allowed for 170 days of substitute service as an employee in the District. The maximum allowance for such substitute teaching shall be two (2) steps upon subsequent approval for contract status.

6. Full Year Service Credit Requirement

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

F. Advanced Degree Salary Differential

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

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

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

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

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

School social workers who have completed a required two (2) year Master's degree or other instructional personnel who have completed a two (2) year Master's degree program shall be credited for salary purposes as being on the M.A. plus 30 schedule. (The MSW degree requires two (2) years of supervised work in an approved social agency in addition to the usual academic requirements.)

H. Master's Plus 30 Hours

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

I. Salary Variations

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

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

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

J. Mileage

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

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

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

K. Pay Schedules

All regular school year salaried employees shall have the option to be paid on a twenty-two [22] or twenty-six [26] pay frequency schedule. All salaried DFT members whose normal schedule is longer than the regular school year will be paid on the twenty-six [26] pay frequency schedule.

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

Unit members shall have the option to change from [22] pays to [26] pays during the districts open enrollment period (1 June thru 1 August).

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

L. Certification Bonus

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

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

Article Nine HOLD ENTIRE ARTICLE

Insurance

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

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

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

1. Health Insurance

a. Health Insurance Options

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

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

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

Employees choosing HMO coverage will have the following options available:

HMO Plan 1(Enhanced Standard Core)

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

\$6,600 (single)/\$13,200 (family) annual out of pocket maximum

90% after Deductible (Coinsurance)

HMO Plan 2 (Enhanced Buy-up Standard)

\$0(single)/ \$0 (family) annual deductible

\$6,600 (single)/\$13,200 (family) annual out of pocket maximum

100% after Deductible (Coinsurance)

HMO Plan 3 (Enhanced Premium)

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

\$6,600 (single)/\$13,200 (family) annual out of pocket maximum

90% after Deductible (Coinsurance)

b. Application

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

c. Prescription Co-Pay

The co-pay for generic equivalent prescription drugs will be seven dollars (\$7) per prescription; the co-pay for non-generic, formulary prescription drugs will be twenty-five dollars (\$25) per prescription and the co-pay for non-generic, non-formulary prescription drugs shall be fifty dollars (\$50).

d. Emergency Room and Urgent Care Co-Pay

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

e. General

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

2. Dental Insurance

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

3. Optical Insurance

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

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

4. Life Insurance/Death Benefits

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

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

5. 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 the employee has left his/her place of employment, any of the designated hospitals may be used.

6. Husband and Wife Employees

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

7. Opt Out Plan

Employees who are covered by a health care plan offered by an employer other than the District and can establish such coverage, which does not elect to take hospitalization-medical coverage offered by the District, may on a one time basis opt out from coverage may on a one time basis opt out from District coverage and receive a one-time \$2000 payment from the district as payment in full. The employee will only be allowed to return to District coverage if he/she loses his/her eligibility for alternative coverage.

Article Ten

Retirement

A. Retirement Contributions

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

B. Payment of Unused Sick Days Upon Retirement

1. Eligible employees who retire effective July 1, 2017 or August 1, 2017, and whose irrevocable Separation-from-Service forms are submitted to the District Human Resources Office no later than May 1, 2017 will be paid \$45.00 for each unused day in their sick bank up to one hundred (100) days and \$65.00 for each unused day in their sick bank for day one hundred and one (101) to two hundred (200) for a maximum payout of \$11,000.00. Payout of sick time upon retirement does not include a payout from the catastrophe bank.

C. 2009 Termination Incentive Payment

The Termination Incentive Payment (TIP) shall be paid out in accordance with the parties' agreement of December 3, 2009, and the modifications to such agreement set forth in the Letter of Understanding dated February 25, 2010.

Article Eleven

MEDICAL AND EMERGENCY LEAVES

A. Sick Leave

1. Family and Medical Leave Act

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

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

2. Accumulation and Carryover of Sick Days

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

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

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

a. Catastrophe Bank

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

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

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

b. Reclassification to DFT Bargaining Unit

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

c. Sick Leave Donation

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

3. Absences Chargeable to Sick Leave

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

a. Personal Illness

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

b. Funeral Leave

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

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

c. Personal Business

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

d. Emergency School Closures

The sick bank shall not be charged against teachers who were scheduled to be absent on the day(s) their schools are closed due to an emergency.

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

a. Childhood Diseases

The sick leave bank shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: chickenpox, conjunctivitis, measles, mumps, diphtheria, whooping cough, impetigo. In addition, the sick leave bank shall not be charged for three (3) days of absence for classroom teachers who contract head

lice or ringworm on the job. The statement of a licensed physician shall be required as proof of the cause for each day of absence.

5. Purpose and Use

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

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

6. Notification of Sick Leave Absence and Return

- A.** When it is necessary to be absent, the teacher should notify the school office or the person designated at the time established by the school. The school office should be informed of an expected absence early enough to be able to have the substitute teacher arrive before the opening of the school day. The absent teacher must report to the District's attendance program and notify the schools by 2:30 p.m. of the day preceding his/her return.

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

B. Attendance Review

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

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

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

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

will be subject to an extended attendance review period and/or appropriate discipline up to and including termination.

B. Prolonged Illness

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

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 Medical Office must confirm the illness, or the Division of Human Resources must approve a written request for approval from the employee. This applies to absence for one (1) or more days. Approval by the Medical Office requires employee's attending physician to complete a form provided by the District for such purpose and return to the Medical Office.

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

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

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

Human Resources may require a medical examination by the District's designated physician for an employee at any time when the maintenance of minimum health standards in a school or department is in question. An employee returning from a leave of absence may, at the District's discretion, have a medical examination by the District's designated physician. A form provided by the District for such purpose, from the employee's personal physician, is required for return from leave of absence for illness.

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

D. Workers' Compensation

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

An employee will maintain employment for a maximum period of one (1) year from the date of injury while receiving workers' compensation benefits. An employee will continue

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

E. Maternity Leaves

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

F. Leave of Absence for Personal Business Without Pay

An employee shall, upon request, be granted leave of absence for personal business for absences that are not disability absences; but are related to the preparation 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 that falls within twelve(12) months of the date of the beginning of the leave.

Article Twelve

Other Leaves

A. General

The Family and Medical Leave Act governs all medical leaves.

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

B. Military Leaves

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

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

C. Study Leaves

Study leaves shall be granted according to District policy.

D. Professional Service Leaves

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

E. Jury Duty

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

F. Sabbatical Leaves

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

G. Leaves for Exchange Teaching

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

H. Return from Leave

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

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

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

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

Article Thirteen TA

Seniority

A. Definition/Accrual

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

Article Fourteen

Layoff and Recall

A. General

1. Teachers

For teachers subject to the Teacher Tenure Act, layoffs and recalls shall be conducted in accordance with the Teacher Tenure Act, Michigan Revised School Code and all other applicable laws, and District policies.

2. Other Bargaining Unit Members

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

B. Layoff Notice

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

C. Rights Under Layoff

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

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

D. Notification of Recall

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

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

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

E. Unemployment Compensation and Layoff

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

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

Article Fifteen

Work Assignments

A. General

The District pursuant to the District's discretion and in accordance with applicable State and Federal law will determine all work assignments for employees covered by the Agreement.

B. Part Time/Shared Time Positions

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

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

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

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

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

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

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

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

Article Sixteen

Transfers

A. Voluntary Transfers

1. Open Transfer Period

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

2. Request for Transfer

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

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

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

3. Selection Process

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

B. Involuntary Transfers

The District retains the right to transfer teachers based on District Policy. Contract teachers shall receive at least three days' notice before they are transferred from one regular assignment to another regular assignment in a different school building, and within this three day period the teacher shall have one day to move his/her belongings to the new location.

Article Seventeen

A. Personnel Files

1. Confidentiality

Personnel records shall continue to be confidential to the fullest extent permitted by law 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.

2. 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.

In the event an administrator or supervisor places an official report or derogatory statement into a teachers personnel file, the teacher shall be sent a 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.

3. 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.

4. Employee Access to File

The individual employee may examine his/her own record with the HR personnel. 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, and other records that may not be subject to disclosure under the Bullard-Plawecki Employee Right to Know Act.

B. Tenure

The provisions of the Michigan Teachers' Tenure Act govern the District and all other Michigan school districts. 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 such procedure required by law.

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 School District of the City of Detroit at least sixty (60) days before September 1st of the ensuing school year. Discontinuance in any other manner will result in forfeiture of rights to continuing tenure previously acquired.

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

C. Teacher Evaluation Process

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

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

D. Rating and Disciplinary Action

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

E. Discipline or Discharge

1. Teachers

Discharge/disciplinary action shall be for reasons that are non-arbitrary and non-capricious, but may not be challenged through the grievance arbitration procedure of this Agreement pursuant to applicable law, which governs any such appeals. In

the event the law changes in this regard, the parties shall immediately meet to discuss and/or negotiate the effects of such change.

2. Other Bargaining Unit Members

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

Article Eighteen

Class Size

1. Grades K-3 - the District will limit class size for grades kindergarten through three (3) to between seventeen (17) and twenty-five (25) students.
2. Grades 4-5 - the District will limit class size for grades four (4) and five (5) to thirty (30) students.
3. Grades 6-12 - the District will limit class size to 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.
4. Alternative Schools - The class size limit for alternative schools shall be eighteen (18) students per class.
5. Special Education - 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. Mainstream Students - The receiving teacher(s) shall be informed by the sending teacher(s), in writing, in advance, of the special needs of mainstreamed students. In self-contained elementary classrooms, mainstreamed students shall not be included in a student count unless the student is in the classroom regularly at least three times per week for a minimum of two hours a day.
7. Split Grade Classes - When split grade classes are deemed necessary, the split class shall have groups which are closest to each other in reading achievement level to the extent possible. Split grade assignments may be rotated with provision for mutual exchange or continuation of split classes with the approval of the administration. Consideration shall be given to having such assignments shared equitably within the area of 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, reasonable efforts shall be made to have the oversize classes shared equitably within the area of grade and/or subject assignments.
9. The letter of agreement regarding class size executed on July 6, 2011 is extended through the duration of this agreement.

10. The District's financial obligations under this Article are strictly limited to available funds in the class-size overage pool as set forth below in "Compensation for Oversized Classes."

B. Reorganization/Balancing of Classes

1. To ensure that class sizes are balanced across grades in the interests of maximizing student achievement, the network leaders will meet on Friday of the first two weeks of school to review class sizes and implement those student and or teacher transfers to balance class sizes as may be appropriate to best promote student achievement. The available class size numbers and action to be taken in response to the same will be reported to the Union leadership. Thereafter the network leaders will meet as needed for this purpose. Upon request a network leader will meet with Union leadership to discuss the class size overage data, the proposed responses to same, and possible alternatives to those responses in the interest of promoting student achievement.

2. The District will make reasonable efforts at reorganizing/balancing classes from and after the fall count day and the spring count day, if oversize classes develop as a result of additional pupils entering the school or there are imbalances in student enrollment across grades that may be adversely affecting student achievement.

Compensation for Oversized Classes

To compensate teachers for the extra work required in teaching oversize classes, there shall be a class size overage pool fund totaling \$250,000 to be divided pro rata among eligible teachers based on the point system set forth below, with the understanding that the value of a point shall not exceed one day's pay for a teacher. This pool of funds may be supplemented by additional funds based upon student enrollment exceeding budget projections as otherwise agreed to by the parties in writing. One half of the pool funds will be paid out to eligible teachers no later than the second payroll period in February, and the balance of the pool fund will be paid out to eligible teachers no later than August 1.

As noted above, if class sizes exceed the limits identified above, the parties will review the situation to determine if the problem can be resolved through reorganizing/balancing classes, or some other resolution. In the event that despite these efforts class sizes remain above the limits identified above, then for all teachers kindergarten through grade twelve (12) whose class size exceeds the limits identified above, as verified by student report cards issued by the teacher at the third or fourth card marking period, additional compensation shall be provided in the manner below:

3 - 4 students over class size limits	1 point
5 - 6 students over class size limits	2 points
7 or more students over class size limits	3 points

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 average size in excess of the contract maximum must first be acknowledged and recorded by the District and the Union, no earlier than

the 1st semester count day and no later than the class reorganization date mutually agreed upon by the Union and the District and no later than the first report card marking.

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

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

The payment to teachers kindergarten through grade twelve (12) for the second semester of the school year shall be made no later than August 1st.

Article Nineteen

Teacher Activities

A. Professional Development

All district mandated professional development (PD) will be structured in a manner to qualify as education credits towards state re-certification. In an effort to utilize and highlight the expertise that exists within the district, professional development may include that which is teacher developed and led, and may be based on areas chosen by the teachers at their school site.

Professional development provided by the District with the purpose of introducing a new skill or enhancing an existing skill set may qualify under state law as a “*SCECH*” (State Continuing Education Clock Hours). PD, including but not limited to staff meetings and school improvement plan committee meetings, organized by the district and held at an off-site location and/or district worksite may qualify as a “*SCECH*”. Where applicable the District shall file the proper paperwork in order for members to receive education credits towards their certification. In order to qualify for SCECHs, a teacher must report to each session on time, sign in, participate in session activities and sign up at the end of the session.

For the 2016-17 school year the state mandated five days of professional development (PD) shall be scheduled as follows:

1. Two (2) PD days shall be held on the Monday and Tuesday the week before Labor Day.
2. One (1) PD day shall be held on the second Tuesday in November (Election Day).
3. Two (2) PD days (twelve [12] hours) shall be scheduled in lieu of twelve (12) one (1) hour Wednesday staff meetings.

B. Scheduled Conferences

For the 2016-17 school year there shall be two (2) parent-teacher conferences (PTC). The parties shall review the experience and feedback with respect to the reduced number of PTC conferences during the 2016-17 school year when considering and negotiating the schedule of PTC conferences in the next school year, with the understanding that the

status quo is two annual PTC conferences. Teacher attendance is required for all scheduled conferences, subject to the teacher being on an excused absence on that day. These conferences shall be held on Wednesdays on dates determined by the District and follow these guidelines:

- In K-8 schools, the PTCs shall be four (4) hours in length. Students shall be released one (1) hour earlier than their normal early dismissal time. Teachers shall stay one (1) hour beyond their normal staff meeting dismissal time. Teachers shall be compensated two (2) hours for each PTC for a total of four (4) hours each school year. The compensatory time shall be in the form of no staff meetings on four (4) Wednesdays. The principal and the school union committee shall determine the dates of these four (4) Wednesdays.
- In middle schools and high schools, the PTCs shall be four (4) hours in length. Students shall be released two (2) hours earlier than their normal dismissal time. Teachers shall stay one (1) hour beyond their normal staff meeting dismissal time. Teachers shall be compensated one (1) hour for each PTC for a total of two (2) hours each school year. The compensatory time shall be in the form of no staff meetings on two (2) Wednesdays. The principal and the school union committee shall determine the dates of these two (2) Wednesdays.

In addition to the scheduled conferences noted above, teachers shall confer with parents at other times mutually convenient to the teacher and parent as needed.

D. Pupil's Report Card Marks

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

Pupil report cards will be administered consistent with District policy.

E. Progress Reports

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

Progress reports (and, if applicable, individual learning plans) shall be made available to parents for review during Parent/Teacher Conferences.

F. Classroom Visits

The District and the Union acknowledge that all students, parents, educators and residents must be provided an environment where they are respected as valued members of the community.

The parties fully support community, especially parental participation in the school program. However such participation must not be allowed to distract pupils at work in the classroom 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 classroom of their children will be encouraged. The administration and teacher will try to prearrange the time of the visitation. There may be an occasion when a visit must be postponed.

Classroom visits by persons other than the parents and the Union Representative must be agreed upon by the teacher, the Union and the administrator. The purpose of such visits by person(s) other than parents and the Union Representative 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.

G. Core Subject Responsibility

It is understood and agreed that elementary and middle school self-contained classroom teachers teach the core subjects of English/language arts, math, social studies and/or science, and thus shall be considered to have primary responsibility in these core subject areas.

Article Twenty

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 One, the District will not provide legal representation or indemnification for the employee if he/she has been charged with criminal or illegal activity arising from the employee's actions during the course of his/her employment.
 - C. As a prerequisite to receiving legal defense/indemnification, an employee who requests legal defense or indemnification pursuant to this Article, shall cooperate in the investigation and defense of his/her case.
 - D. The employee's failure to cooperate could result in denying or withdrawing the defense and indemnification. Prior to withdrawal, the District will provide written notification to the employee and the Union which lists the specific areas in which cooperation is lacking. Within five (5) business days of receipt of such notification from the District, the Union shall attempt to secure the employee's cooperation.
 - E. The Union or employee shall, within five (5) days of receipt of the notification, notify the District in writing with a detailed explanation as to how the specific areas in which cooperation is lacking will be remedied. If such notification is not received within the five (5) day period, or the detailed explanation is not satisfactory to the District, the District may withdraw representation and cease its obligation to indemnify.
 - F. Any subsequent failure to cooperate by the employee will result in the withdrawal of representation and indemnification.
 - G. The provisions of this Article are not intended to prevent an employee from retaining legal representation other than that provided by the District. If, however, an employee elects to obtain legal representation outside of the District, the employee is fully responsible for any and all costs, legal fees, interest or judgments which result from the legal process.
 - H. With the exception of Article Twenty One, 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-One

Student Discipline

The District And Union acknowledge that administrative support of teachers is critical in the student discipline process. Teachers will receive the full support of the principal and the central administration in actions taken by them pertaining to student discipline, provided such actions are

reasonable, and in compliance with the applicable student code of conduct and the law. 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. It is recognized that a teacher's authority in his/her classroom is undermined if a teacher has little or no administrative backing in discipline, which adversely affects morale and a 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 School Discipline Policy

Within the framework of the District policy and the District's "Rights and Responsibilities of Students in the District's "Student Code of Conduct", a consistent and reasonable discipline procedure shall be developed within each school by the principal, assistant principal, counselors and classroom teachers.

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

Use of corporal punishment is prohibited in accordance with applicable law. However, physical restraint necessary to keep a young person from injuring himself/herself or others is permitted as provided under the law.

It is essential that a clear understanding should exist between the principal and the teachers in each school concerning the above. A teacher shall inform the principal or designee promptly when incidents occur which require the use of physical restraint. 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.

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 include the following: continuous profanity or obscenity, fighting, gambling, deliberate and open defiance of authority, inciting others to violence or disobedience, possession of pornographic literature, theft, vandalism.

In excluding a student from class, a teacher shall ensure that a student is not left unattended in the hallway or other location. An excluded student must be under the supervision of another staff member and given work to complete.

Re-admission Conference - The teacher will re-admit the child after the incident that gave rise to the exclusion from class has been addressed 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, absent special circumstances.

Following such a conference one of several courses of action may be taken, including:

- a. The child will be returned to the class with the understanding that he/she will correct his/her behavior.
- 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 Network Leader who shall meet with the principal and the teachers to determine if the child shall be suspended.
- d. Only the principal can only suspend a child.

3. Offenses Requiring Police Notification

The police department shall be called immediately in the event a serious 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 learning and/or 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-Two

Assault

A. Assault Defined

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

Members of the bargaining unit who are the victims of such occurrences as robbery or assault, while in school or engaging in school related activities, assignments, or duties regardless of the time or place shall have released time with pay for court appearances related to the assault.

B. Transfer/Suspension of Students Upon Assault

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

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

Article Twenty-Three

Substitutes

A. Right to Outsource Substitute Service

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

If the District employs substitutes, the following applies:

Provisions of Substitutes

If all available substitutes have been called and there still are vacancies in the school, the class shall be covered in accordance 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 or supervision of students.

B. Categories of Substitutes

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

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

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

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

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

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

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

C. Substitute Allowance

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

D. Benefits

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

E. Substitute Teacher Policy

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

Compensation and Benefits of Substitute Teachers

- 1. Daily Rates: Current daily rates for Substitutes shall be continued, with the understanding that such rates are subject to change upon mutual agreement.**

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.

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 (unless otherwise authorized under law) within the bargaining unit shall not be used to provide substitute coverage or supervise students when adequate substitute service is not available unless there is an emergency or other urgent circumstances.

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 IVs in all areas of the city taking into account all relevant circumstances affecting student achievement.

Article Twenty-Four

Support Staff

A. General

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

B. Counselors

1. Lunch Period

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

2. Summer School Assignments

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.

3. Discipline of Students

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

4. Work Beyond School Year

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

C. Educational/Compact Technicians and Special Instructors

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

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

D. Health and Physical Education Teachers

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

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

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

E. JROTC Instructors

1. Duties

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

2. Supervision and Evaluation

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

3. Salaries

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

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

F. Psychologists

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

G. Registered Nurses

1. Schedule

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

2. Salary Information

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

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

H. Social Workers

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

The District and the Union recognize the importance of keeping a social worker's caseload to 40 or less cases. However, in the event that a social worker's caseload exceeds 40 cases, the District and the Union will meet to determine the most effective way to address the situation.

I. Speech and Language Pathologists

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

Subject to the District's budgetary constraints, all Speech Language Pathologists, Teachers of Speech and Language Impaired, and Audiologists shall be eligible for access to ASHA approved/sponsored conferences, workshops, and seminars which include but are not limited to:

1. American Speech and Hearing Conference, (ASHA)
2. Michigan Speech-Language Hearing Association Conference, (MSHA)
3. National Black Association of Speech-Language and Hearing, (NBASLH)
4. Ohio Speech-Language Hearing Association Conference, (OSHA)
5. ANY other ASHA or MDE approved opportunities to obtain Continuing Education Unit's (CEU's) or State Continuing Education Clock Hours (SCECH's) for those who hold and maintain Teacher of Speech & Language Impairment certificates.

In the event the District does not have funds for a workshop noted above but the employee is willing to pay for such workshop, and the employee's supervisor approves in writing the employee's attendance at such workshop based upon considerations of student needs as well as enhancing employee skills relative to student achievement, the employee shall be allowed to attend such workshop without a loss of pay. It is further understood that where the workshop at issue is one which the employee needs to maintain his/her licensing, the employee will be permitted to attend the workshop at his/her cost, absent special circumstances.

J. Audiologists

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

K. 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 District, to develop and implement a plan by which the librarian will organize the collection and files.

L. Assistant Attendance Officers and Attendance Agents/Officers

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 assigned 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.

M. 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.

N. 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.

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 be approved by the music supervisor.

3. Dance Teachers

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

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

4. Teachers of Academic Games

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

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

	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 Twenty-Five TA

Emergency School Closures

A. Emergency Weather Conditions

The District shall notify metropolitan radio stations by 6:30 am, 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 am, if further evaluation of developing weather conditions warrants such a decision.

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 shall not be required to report. For other members of the bargaining unit who are not school based, if the school or schools to which they are to report are closed for that day, the bargaining unit member shall not be required to report to the school or any other location.

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.

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

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

B. Emergency Closing and Security

When individual schools are closed after the start of the school day teachers will also be dismissed. For other members of the bargaining unit who are not school based, if the school or schools to which they are to report are closed for that day, the bargaining unit member shall not be required to report to the school or any other location.

In any case where school disruptions/emergency situations 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 the school can be reopened in a reasonable climate of safety. Such steps shall be submitted to the Superintendent for approval to reopen.

School Security

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.

Both parties acknowledge that the safety and welfare of of pupils, staff and parents is their top priority. 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.

C. State Mandated Days/Hours of Instruction

In the event that an individual school will not meet the Michigan Department of Education mandated days and or hours of instruction due to unforeseen school closing(s), additional school days and/or hours of instruction will be scheduled 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 Collective Bargaining Agreement.

Article Twenty-Six TA

E. Orientations and New Hires

1. Orientations

The creation of a New Teacher Orientation shall be instituted as a mandatory annual event for all teachers new to the District. The Union shall receive written notice of any District orientation meeting for incoming teachers and shall be advised of the schedule of activities at least seven (7) days in advance of such meeting.

The Union shall have the exclusive right to participate in the New Teacher Orientation, or similar summer in-service program, which may replace by name the New Teacher Orientation. The Union shall have the right to set up a display table, distribute materials and engage in organizational activities, which are non-disruptive of the orientation program. The Union shall have the opportunity to meet separately with new teachers.

2. New Hires

The District will provide the Union with a list of newly hired teachers, including their full names, current contact information and worksites normally within seven (7) days of the teachers' appointments, and no longer than fourteen (14) days after such appointments. The District will also provide the Union a copy of the new teacher appointment letter at the time that the letter is sent to the teacher.

Information shall be given to the Union with respect to orientations provided to new hires throughout the school year based on new appointments into the district.

No competing organization shall be extended these rights.

Article Twenty-Seven

School Committees

A. 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 workload and providing, whenever possible, an opportunity for teachers to make their maximum contributions in areas of interest.

B. Community - School

An advisory committee of administrators and/or designees (which may include teachers), 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 network and with other schools in other networks. 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.

Article Twenty-Eight

Health and Safety

A. Healthy and Safe Structures in K-12

Air quality, lighting, noise level, safety and security and other environmental factors may greatly impact the performance of some students and staff in a school or other work location. The District has statutory obligations to maintain a safe working environment. Both the District and the Union are committed to continuing to work together to assess and develop the quality of school and other work environments so that students may achieve their best performance.

Hazardous conditions in the work place shall be immediately reported to the District. The District has developed a reporting procedure for this purpose, the first step of which is to inform the principal and head engineer of the concern. If the matter is unresolved, the teacher and/or the principal may submit a written report to the District Operations and Facilities Department notifying them of the situation. The status of any such report shall be addressed by the principal during the regularly scheduled meetings with the School Union Committee.

All teachers, in the course of performing their duties, shall be conscious of unsafe practices or conditions and report any such unsafe practices, equipment, or conditions to their immediate supervisor.

Bargaining unit members shall not be required to work in conditions that pose an immediate threat to, or to perform tasks that endanger, their health and/or safety.

The Union and District agree that personal safety, healthful conditions on school premises, and a learning environment free from unnecessary disruption are priority considerations.

Each work site to which teachers are regularly assigned shall have a comprehensive safety and disaster plan, which shall be reviewed annually and updated as may be appropriate.

B. Health and Safety Committee

The District and Union agree to establish a Health and Safety Committee to review health, safety or ADA-related situations that may arise in the District's facilities that may impact students, parents and bargaining unit members, and make recommendations regarding the same. Each party shall select three standing members of the Committee and meet monthly during the school year, and as needed during the summer vacation period. Meetings of the Committee shall occur during regular working hours.

C. Harmful Conditions

Removal and clean-up of hazardous materials shall be handled in accordance with all applicable federal and state laws and regulations that apply to Detroit Public Schools Community District. The District acknowledges that the presence of asbestos, when in a friable condition, poses a serious health hazard for employees and students.

This District will comply with federal and state laws and regulations applicable to Michigan Public Schools with regard to asbestos removal.

The district shall maintain an integrated pest management program to control and eliminate to the extent possible unwanted rodents, pests, and insects such as ants, roaches, fleas and bed bugs in District facilities.

The District shall identify annually the individual(s) responsible to investigate and resolve concerns and compliance with health and safety regulations.

In the event of a dispute regarding school or other facility conditions, both the District and the Union may each appoint a third-party expert who shall be granted access to schools or other facilities at mutually-agreed times which do not disrupt student instruction.

D. Notification Process for Major Worksite Construction

In the interest of transparency and open communication on issues possibly impacting safety and/or disrupting the educational process, major renovation and major repair work to be done in a building will be communicated by representatives from Facilities and/or the building administrator to staff through the Building Representative or Union Committee prior to the onset of the work. Regular, relevant updates from construction meetings may be shared with staff through written communication and/or direct reports to the staff as needed.

E. Non-Discrimination

No bargaining unit member shall be discriminated or retaliated against for filing a health and/or safety complaint.

Article Twenty-Nine TA

Improvement of Facilities

The District and Union agree with the importance of providing an environment which is conducive to student learning, and accordingly, the District agrees that it will use its best efforts to provide the following within the confines of its budgetary restraints.

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

Because of the confidential nature of the services provided by support personnel, i.e., social workers, psychologists, speech therapists, and special education consultant staff, each school should provide, where appropriate, private interviewing space and space to talk on the telephone in a private setting for such support 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 or his/her designee.

The principal, 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 where possible.

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

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's designee. The Superintendent's designee will give a written decision stating his/her reason for the decision.

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

Schools should 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.

Article Thirty TA

Property

A. Care of School Property

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.

B. 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 or malicious damage. Personal property is defined as anything normally worn or carried into the building by the teacher but shall not include cash. The teacher shall 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 purchase information, which will verify the purchase of the article(s) involved.

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

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

Article Thirty-One TA

Meetings on Policy Matters

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

- B. To ensure ongoing communication between the parties, the parties agree as follows:
 - a. Formal inquiries from the Union or requests for special meetings shall be directed to the Superintendent.
 - b. The Superintendent or his/her designated agent shall make official replies to all requests and/or reports made by the Union.
 - c. Depending on the nature of the problem, the Superintendent or an administrative agent designated by him/her shall meet with the Union.
 - d. The Superintendent will meet with Union members in an open forum twice a year.

Article Thirty-Two

Duration

This Agreement shall be effective as of July 1, 2016 and shall continue in effect until the initial elected Detroit Public Schools Community District school board takes office, and thereafter until June 30, 2017, subject to the limitations under MCL 380.12b(3).

Calendar Information

For K-8 schools (who have a 1 hour early dismissal on Wednesdays for common prep):

- PTC's will be 4 hours in length.
- Students will be released 1 hour earlier than their normal early dismissal.
- Teachers will stay 1 hour beyond their normal staff meeting dismissal.
- Teachers will be compensated 2 hours for EACH PTC, so 4 hours total for the year.

K-8 Example:

- School A releases on a normal day (M, T, Th, F) at 3:30.
- School A releases on an early dismissal day (W only) at 2:30.
- School A releases students at 1:30 on PTC day.
- School A holds PTC from 1:30-5:30 (4 hours).
- School A compensates teachers for time from 4:30-5:30 only.
 - o 1:30-2:30 normal work time
 - o 2:30-3:30 normal common prep time, compensation needed
 - o 3:30-4:30 normal staff meeting time
 - o 4:30-5:30 one hour beyond time, compensation needed

For High Schools (who do NOT have any early dismissal time on Wednesdays):

- PTC's will be 4 hours in length.
- Students will be released 2 hours earlier than their normal dismissal.
- Teachers will stay 1 hour beyond their normal staff meeting dismissal.
- Teachers will be compensated 1 hour for EACH PTC, so 2 hours total for the year.

High School Example:

- School B releases on a normal day (M-F) at 3:30.
- School B releases students at 1:30 on PTC day.
- School B holds PTC from 1:30-5:30 (4 hours).
- School B compensates teacher for time from 4:40-5:30 only.
 - o 1:30-3:30 normal work time
 - o 3:30-4:30 normal staff meeting time
 - o 4:30-5:30 one hour beyond time, compensation needed.