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Union AFT (American Federation of Teachers) AFL-CIO

Local 231

Occupations Represented
Multiple occupations represented

Bargaining Agency School District if the City of Detroit

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Notes

Contact

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AGREEMENT

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

DETROIT FEDERATION OF TEACHERS LOCAL 231

American Federation of Teachers, AFL-CIO

July 1, 1999 — June 30, 2002

Jointly published by the

SCHOOL DISTRICT OF THE CITY OF DETROIT

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Detroit, Michigan 48202**

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and the

DETROIT FEDERATION OF TEACHERS LOCAL 231

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American Federation of Teachers, AFL-CIO

July 1, 1999 — June 30, 2002

DFT/SDCD Agreement (7/1/99-6/30/02)

AGREEMENT

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

DETROIT FEDERATION OF TEACHERS LOCAL 231. AFT

AFL-CIO

PREAMBLE

Agreement made effective July 1, 1999, by and between THE SCHOOL DISTRICT OF THE CITY OF DETROIT, hereinafter called "the District," and the DETROIT FEDERATION OF TEACHERS, affiliated with the MICHIGAN FEDERATION OF TEACHERS and the AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter called "the Union."

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

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

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all children; and

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

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

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

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

WHEREAS, the Federation 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 Detroit Public Schools; 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

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

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

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

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

THEREFORE, the parties agree as follows:

I. RECOGNITION; DEFINITIONS; UNION MEMBERSHIP

DUES OR AGENCY SHOP SERVICE FEES; POLITICAL ACTION DEDUCTIONS; OTHER ORGANIZATIONS; STRIKE PROHIBITION.

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 Apprentice Training Teachers Assistant Attendance Officers
Attendance Agents/Officers Audiologist B Auditorium Teachers Counselors
Counselors/Teacher Guidance Day Trade Teachers Emergency Substitutes
Emergency Substitutes Regular Positions (ESRP) Jr. Communications
Assistants Librarian/Media Specialists Microcomputer Technicians Music
Therapists Occupational Therapists On-Camera Teachers Physical Therapists
(Physiotherapists) Psychologists Regular Emergency Substitutes (RES)
Registered Nurses (RN)

Resource Teachers School Community Agents

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Senior Teachers Social Workers Special Education Teachers/Counselors
Speech/Language Pathologist Speech Therapists Staff Development Specialist
Teacher Consultants TV Producer-Directors Work Study Assistants

In addition to the above:

Adult Education Teachers Compact Technicians Coordinators (Hourly)
Educational Technicians JROTC Instructors and Assistant Instructors Non-Public
School Teachers Social Worker Assistants Special Instructors Teachers-In-
Charge Team Leaders MDTA Vocational Instructors

in regular schools, specially-funded centers or individual locations and others working at an hourly rate negotiated by the Union whose salary and fringe benefits are listed in this Agreement.

The Union shall represent probationary Assistant Attendance Officers (A.A.O.) for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except employees discharged and/or disciplined for other than Union activity. Dues process rights shall be provided.

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 "CEO" is used it shall refer to the Chief Executive Officer of the School District of the City of Detroit.

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.

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C. Union Membership Dues or Agency Shop Service Fees

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this Agreement (as to present employees), or within sixty (60) days of their date of hire (as to future employees), become members, or in the alternative, shall as a continuing condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the District who are members of the Union.

2. The District upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition shall immediately notify said employee that his/her services shall be discontinued at the end of sixty (60) days, and shall dismiss said employee accordingly.

3. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).

4. The District shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).

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

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

7. The District shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or Agency Shop service fees. Checked-off authorization for Union dues or Agency Shop service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked-off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore shall be forwarded to the Union office no later than thirty (30) days after such deductions were made. Employees who have not authorized check-off of Union dues or Agency Shop service fees may pay such dues or fees semi-annually, in advance, directly to the Union, not later than thirty (30) days after the employee's first work day each semester.

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

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to comply with the provisions of this section. The District shall continue to notify the Union of all new hires, and returns from absence or leave, and separations.

D. Political Action Deductions

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

full all costs related to the implementation and maintenance of the aforementioned payroll deduction.

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

E. Other Organizations

Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

F. Strike Prohibition

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

II. FAIR PRACTICES

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

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, 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.

III. QUALITY INTEGRATED EDUCATION

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

A. Textbook and Curriculum Improvement

1. In order to meet the real and vital learning needs of children in this multi-racial, multi-religious, multi-ethnic society in which we live, textbooks and other curriculum material for each pupil in all classes shall be used pursuant to the guidelines established by the District and outlined in the 1968 Textbook Report, Publication 1-112, or its successor, prepared

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by School-Community Relations. See also the guidelines entitled "Treatment of Minorities and Women in Textbooks and Other Learning Materials."

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

3. Use of supplemental reading materials dealing with minority group contributions.

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

5. Use of federal funds, if any, available for that purpose to reduce the class size in inner-city schools to a maximum of 25 students in regular grades with proportional reduction in Special Education classes and classes on half-day sessions.

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

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

B. Staff Integration

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

2. A Joint Union-Administration Committee shall be formed to work with those colleges of education which are willing to cooperate in planning a required course of study geared toward understanding and working with children with cultural differences.

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

C. Achievement and Intelligence Test Revision

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

D. Pupil Integration

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

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

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E. Implementation of Integration and Desegregation

Funds available for integration and desegregation projects shall continue to be aggressively sought for the purpose of implementing the Quality Integrated Education provisions of this Agreement.

IV. SALARY SCHEDULES

1. The salary schedules and formulas negotiated by the parties are set forth in the Appendix attached hereto and shall be in effect for the 1999-00, 2000-01 and 2001-02 school years.

2. a. Increase of 2% retroactive to July 1, 1999 for all unit members.

b. Increase of 2% effective to July 1, 2000 for all unit members.

c. Increase of 2% effective to July 1, 2001 for all unit members.

d. Unit members on the maximum step of the bachelors and masters degree salary schedule, whose base salary is less than 95% of the tri-county maximum median salary, shall receive an increase for the 1999-2000 school year sufficient enough to result in a salary equal to 95% of the tri-county median salary for the applicable salary step.

For the 2000-2001 school year, members at the maximum bachelors and masters degree salary schedule shall receive a salary and wage increase of 2.4%.

For the 2001-2002 school year, members at the maximum bachelors and masters degree salary schedule shall receive a salary and wage increase of 2.5%.

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

- Advancement beyond Step 10 or 11 will occur after at least three (3) years of satisfactory performance at Step 10 or 11 and at least three (3) years of satisfactory performance up to the fourth step in this section.
- Participation in professional development activities as designed jointly by the Union and the School District of the City of Detroit.
- Minimum of 21 hours towards advanced degree in subject area of certification in area currently teaching. The Union and the District will agree on the defined subject areas for which the hours will be earned (e.g. elementary subjects).

- Meets attendance criteria according to the *School District of the City of Detroit Attendance Standard* (96%).

- Designed certification programs through national professional organizations (such as the National Board for Professional Teaching Standards) or certification programs with universities in specific subject areas.

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4. Attendance Policy — *Members at Maximum*

a. For any unit member who is currently paid at the maximum step of the salary schedule provided in Appendix A of this Agreement, the unit member's right to receive the pay adjustment for the next school year that has been negotiated between the parties shall be denied if the unit member fails to meet the attendance criteria according to the *School District of the City of Detroit Attendance Standards* of 96% (currently 8 days for 39-week unit members).

The employee will be notified prior to his/her ninth day of non-exempt absence.

b. A unit member's right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the *School District of the City of Detroit Attendance Standards* for a period of 12 months.

c. The following shall not count as absences under the School

District of the City of Detroit Attendance Standard for purposes of this section: (1) absences which qualify as entitlements under either the Family And Medical Leave Act (FMLA) or Work-ers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article XV,E,3. When a unit member's qualifying absences under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the *School District of the City of Detroit Attendance Standard*.

d. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.

Disputes about absences arising from Workers' Compensation claims may be appealed to the District's Office of Risk Management.

All other disputes about absences may be appealed through the grievance process identified in the collective bargaining agreement.

If a unit member who is currently paid at the maximum step of the salary schedule is denied a pay adjustment and based on some further determination is found that the employee is not in violation of the School District of the City of Detroit Attendance Standard, then the employee will be made whole for any previous pay adjustments which the employee was denied under this provision.

5. Attendance Policy — *Members on Steps*

a. A unit member's right to receive the salary step increases provided for in Appendix A of this Agreement, shall be contingent upon satisfying the following prerequisite:

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The employee must meet the *School District of the City of Detroit Attendance Standards* of 96% (currently 8 days for 39-week members).

The employee will be notified prior to his/her ninth day of non-exempt absence.

b. A unit member shall be restored to his/her correct salary step upon the satisfaction of the following condition: The employee is in compliance with the *School District of the City of Detroit Attendance Standards* for a period of 12 months.

c. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this section: (1) absences which qualify as entitlements under either the Family And Medical Leave Act (FMLA) or Work-ers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article XV,E,3. When a unit member's qualifying absences under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the *School District of the City of Detroit Attendance Standard*.

d. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices. Disputes about absences arising from Workers' Compensation claims may be appealed to the District's Office of Risk Management.

All other disputes about absences may be appealed through the grievance process identified in the collective bargaining agreement.

If a unit member is denied a salary step increase and based on some further determination is found that the employee is not in violation of the School District of the City of Detroit Attendance Standard, then the employee will be made whole for any previous salary step increases which the employee was denied under this provision.

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

7. Date last check in December on the same dating basis used for other pay periods.

V. ORGANIZATION OF SCHOOL CALENDAR

A. Length of School Year

The annual salary shall be for 39 school weeks commencing the Monday before Labor Day.

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Effective the 2000-2001 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.

Sixty (60) days prior to the opening of schools a District-Union Committee shall meet to establish calendars for adult education sites. The completed calendars shall be forwarded to the CEO and the Union for approval.

The committee will consist of an equal number of representatives from the administration and the union.

B. End of Semester Schedule

Effective the 1999-2000 school year, the end of the first semester shall consist of one-half ($\frac{1}{2}$) day on the last day of the first semester for teacher use in their own rooms for personal planning, individual reorganization, records, etc.

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

C. Kindergarten Schedule

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

D. Emergency Weather Conditions

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

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

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

E. Emergency Closing and 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

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designee, and make it unlawful for such persons to remain after being requested to leave. Administrators shall be encouraged to prosecute violators.

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

In any case where school disruptions lead to a situation where students and/or teachers face physical peril while in school, and the school is closed to students by the CEO or his/her designee, a Joint Administration-Union Committee shall meet to determine what steps shall be taken so that school can be reopened in a reasonable climate of safety. Such steps shall be submitted to the CEO or his/her designee for approval to reopen.

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

F. Observance of Religious Holidays

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

G. 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 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 Collective Bargaining Agreement.

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

Beginning with the 1999-2000 school year, there will be one thousand seventy-one (1071) hours of instruction scheduled.

These hours will be garnered through the following scheduling changes:

- Eliminate two (2) one-half ($\frac{1}{2}$) days planning sessions and two (2) one-half ($\frac{1}{2}$) days Professional Development = 11 h 50 m
- Eliminate two (2) semester break days (1 each semester) = 11 h 50 m

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H. Professional Development

Professional development activity time up to the equivalent of seven (7) days will be scheduled throughout the school year. Up to five (5) days will be planned by the District, and two (2) will be planned by the local school.

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

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

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

VI. CLASS SIZE LIMITATION

A. Regular Classes — Maximum Class Size*

1. Grades K-5

Class size of grades K-5 shall be reduced to 30. Those schools where building capacity does not allow for such reductions shall be referred to the Class Size Review Committee where an agreed adjustment shall be made.

2. Grades 6-12

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

3. Organization of Grades

Classes shall be “organized” for the fall and for the spring semesters at levels sufficiently below the above maximums so that school population shifts will not result in classes exceeding the maximums.

For grades kindergarten through five, classes shall be “organized” at a level sufficiently below 30 so as to provide a reasonable expectation that school population shifts will not result in class sizes exceeding the mandatory limit of 30 students. For grades six through twelve, classes shall be “organized” at a level sufficiently below 35 so as to provide good faith assurance that school population shifts will not result in class sizes above 35.

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

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

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4. Reorganization of Classes, etc.

a. From and after the 4th Wednesday in the fall and the 2nd Wednesday in the spring semesters, if oversize classes in grades K-5 develop as a result of additional pupils entering the school or if classes above 30 are the result of inequitable school organization, classes shall be reorganized by the school administration within 10 school days with provision for additional teacher service, extra assistance and/or other types of relief so that no class exceeds the above maximums.

b. From and after the 4th Wednesday in the fall and the 2nd Wednesday in the spring semesters, if in spite of good faith efforts, oversize classes in grades 6-12 develop or if classes above 34 are the result of inequitable school organization, classes shall be reorganized by the school administration within 10 school days with provision for additional teacher service, extra assistance and/or other types of relief so that no class exceeds the above maximums.

c. In schools involving at least 45% of the enrolled students in reorganization, one-half ($\frac{1}{2}$) day will be provided for updating records and planning.

B. Class Size Review Board

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

2. The Class Size Review Board shall have the power to investigate complaints from any teacher or from the Union concerning violations of class size maximums as stated above, or inequitable school organization which results in class sizes over 30 in grades K-5 and 34 in grades 6-12. Further, the Class Size Review Board shall have the power to act on its own motion; to select particular schools and particular classes in selected schools for review; to effectively recommend the priority and method of correcting any inequities found including provision for additional teacher service, extra assistance and/or other types of relief; and to recommend the use of specific State and/or Federal Funds.

3. The Class Size Review Board in arriving at its conclusions shall reasonably evaluate the number of classroom teachers and the amount of space available; the objectives of the instructional program; the educational advantage and

desirability of utilizing available teachers to reduce class size in basic programs and in programs where specialized instruction has been determined to be necessary; and the desired goals of quality integrated education jointly shared by the District and the Union.

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

5. In the event a recommendation of the Class Size Review Board is not implemented by the administration within ten (10) school days after the recommendation is referred to the CEO and the Union, the Union may

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grieve under Article XXII of this Agreement beginning at the Step 4 level. For purposes of class size grievances the time allowed for scheduling the hearing after receipt of the appeal shall be ten (10) school days and the decision shall be communicated to the Union within five (5) school days after the hearing. Upon notification of the need for additional time, one five (5) school day extension will be granted for communicating the decision.

In the event the Class Size Review Board does not timely agree on a recommendation to resolve a class size complaint, the Union may grieve under Article XXII of this Agreement beginning with Step 4 except that the abbreviated time limits in the preceding paragraph will apply.

C. Class Size Resolution Process

When the Union Co-chair of the Class Size Review Board presents a class size complaint to the District Co-chair, the District Co-chair shall promptly (within 5 school days) send the class size complaint (District form) to the CEO's designee.

The CEO's designee shall respond to the complaint in writing within 5 school days. His or her response shall include actions which will be taken to resolve the complaint or reasons why the complaint cannot be resolved.

If the CEO's designee does not respond within 5 school days, the District Co-chair shall telephone the CEO's designee for a response.

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

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

If the CEO's designee indicates the complaint cannot be resolved, the Committee will meet — generally within 10 school days of receipt of the CEO's designee response. The Co-chairs and the Class Size Review Board shall review the matter and attempt promptly to reach agreement on a recommendation to

resolve the complaint. If a recommendation is made, it shall be submitted promptly to the CEO

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

The CEO shall respond to the recommendation within 10 school days if reasonably practicable.

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

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

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

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D. Compensation for Oversized Classes

1. a. Beginning the first semester of the 1997-98 year, all teachers

K-6 whose class size exceeded the contractual maximum by one or more students, as verified by student report cards issued by the teacher at the first or second card marking period, shall be compensated in the manner listed below.

b. Beginning the second semester of the 1997-98 school year, all teachers K-6 whose class size exceeded the contractual maximum by one or more students, as verified by student report cards issued by the teacher at the third or fourth card marking period, shall be compensated in the manner listed below.

c. All teachers K-6:

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

2. Each class K-6 claiming an overage (size in excess of the contract maximum) must first be acknowledged and recorded by the Class Size Review Board (CSRB), no earlier than the class reorganization date identified in the DFT collective bargaining Agreement and no later than the first report card marking.

Once recorded, the CSRB will make all reasonable efforts to reduce each oversized class enrollment to the class size maximum or below pursuant to mutually agreed upon procedures. Said procedures replace those set forth in Article VI.B(4) of the 1997-98 collective bargaining Agreement.

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

3. All teachers K-6 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.

4. Payment Schedule:

a. The payment to teachers K-6 for the first semester of the school year shall be made during the second semester but no later than the end of the school year.

b. The payment to teachers K-6 for the second semester shall be made between July 1, and the commencement of the following school year. The parties shall meet no later than August 1, to compare lists of eligible teachers, oversize class data and amount of payment to each teacher.

E. Special Education Classes

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

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F. Mainstreamed Students

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

G. Counseling Loads

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

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

H. Teacher Service

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

VII SCHOOL DAY

A. Purpose

Teachers shall use the school day for:

1. Planning and preparing for their classes.
2. Teaching their pupils.
3. Evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.
4. Reporting their evaluations of pupil progress to the school administration and to the parents of the children whom they teach at appropriate times during the school year.
5. Assuming other responsibilities for the education, health, safety, and welfare of their pupils.
6. Provide professional service to the school and community for the purpose of assisting in the development and implementation of quality education in the School District of the City of Detroit.

B. Teachers' Meetings

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

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Principals will determine the frequency of WEDNESDAY teachers' meetings in accordance with Article VII.

2. Both parties recognize the value of utilizing an occasional citywide meeting. When such meetings are necessary, attempts will be made to televise them, preferably on a Wednesday.
3. No more than six (6) meetings per year may be used for inservice/ workshop activities without remuneration. Such meetings are not to be consecutive. The length of the inservice/workshop meetings shall follow the guidelines above. Specific techniques for teachers to use in providing improved instructions and assistance to students will be a priority for meetings devoted to inservice/workshop activities.

C. Clock Hours

1. Effective the 1999-2000 school year, in elementary schools the regular school day for assigned teaching, planning, and consultation functions shall consist of

exactly 6 hours and 50 minutes, which shall include a lunch period. The elementary school lunch period shall be forty-five (45) minutes in duration.

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

2. Effective the 1997-98 school year, in middle schools the regular school day for assigned teaching, planning, and consultation functions shall consist of exactly 6 hours and 30 minutes which shall include a lunch period. The middle school lunch period shall be twenty-five (25) minutes in duration.

3. Effective the 1997-98 school year, in senior high schools the regular school day for assigned teaching, planning, and consultation functions shall consist of not more than 7 hours and 51 minutes which shall include a lunch period. The high school lunch period shall be fifty-three (53) minutes in duration. See also program in senior high school.

A Task Force comprised of representatives from the District and the Union shall investigate and recommend possible alternative schedules for the high school day prior to the second semester of the 1997-98 school year.

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

D. Program Assignments

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

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

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

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

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

In order that teachers not be "frozen" into positions, a teacher upon request shall be relieved of a section within a grade level, room, or extracurricular activity after a period of not more than one year, or in high school one semester, after the teacher makes such a request.

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

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

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

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

5. 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.

6. SMI/SXI Program

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

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

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

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

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

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

7. Effective the 1992-93 school year, all Health and Physical Education teachers shall have a valid/current CPR Certificate on file in the Office of Administrative/Instructional Personnel by the beginning of the second semester.

Effective the 1992-93 school year, and thereafter, all Health and Physical Education teachers newly assigned/transferred to a school where there is a swimming pool must have and maintain a valid Lifesaving Certificate on file in the Office of Administrative/Instructional Personnel.

Effective the 1993-94 school year, at least 50 percent of the Health and Physical Education teachers currently assigned to a school where there is a swimming pool must have a valid/current Lifesaving Certificate on file in the Office of Administrative/Instructional Personnel. Where transfers are necessary, seniority shall prevail.

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

E. Classroom Teaching Periods

Effective the 1986-87 school year, the general practice of scheduling classroom teaching periods shall be covered by the following standards. Deviation may occur where there is mutual consent for experimental programs or where other temporary conditions require it.

1. 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.).

In the 1997-98 school year, all class periods at the high school level will be fifty-three (53) minutes long, with the exception of one (1) period per day which will have a twelve (12) minute record period attached to it. A minimum of five (5) hours and fifty-five (55) minutes of time defined as instruction by the guidelines set forth by the Michigan Department of Education will be provided. The regular school day for assigned teaching, planning, and consultation shall consist of not more than seven (7) hours and fifty-one (51) minutes. Teachers shall cover halls during passing time prior to their lunch period or preparation period. alternate schedules may be developed by the administration as long as they meet with the state mandated hours of instruction.

The Union will be consulted in advance concerning such proposed alternate schedules. When another assignment or other educational responsibility which is equivalent to a class is assigned, the teacher will be relieved of one of the five class assignments.

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

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).

Each high school teacher shall have a 53-minute period daily which shall be used for lunch.

Each high school teacher shall also have one 53-minute preparation period daily.

Each high school teacher shall also have a 53-minute duty period daily.

High School Sixth Period

The parties reaffirm the Letter of Agreement dated January 9, 1987 regarding the policy and procedure when a high school teacher agrees to teach a sixth (6th) class.

The letter states that teachers certified and qualified to teach in those areas designed as being short due to the lack of personnel may volunteer to accept an additional class. Such classes in the high schools shall be taught during duty 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 Board's goal is to fill all vacancies with regular full-time teachers and offer additional classes to staff only when it becomes apparent 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 semester. Each class period shall be considered a one-hour assignment with teachers being paid one-eighth ($\frac{1}{8}$) [0.125] of their daily rate.

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

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.

The principal shall make reasonable efforts to provide each teacher a single room assignment for his/her classes throughout the day.

*Y designates Yearbook — N designates Newspaper.

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2. The middle school teaching program shall consist of teacher-pupil contact by each teacher of 315 minutes per day. This time shall be utilized for instructional periods, record-homeroom, and passing time between classes. Each middle

school teacher shall teach five 55-minute periods, one 15-minute record-homeroom and supervise students during passing time between classes. Alternate schedules may be developed by the administration as long as they meet the 315 minute requirement. The Union will be consulted in advance concerning such proposed alternate schedules. When another assignment, such as a duty or other educational responsibility which is equivalent to a class is assigned, the teacher will be relieved of one of the five class assignments.

Each middle school teacher shall have a twenty-five (25) minute lunch period daily.

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

3. The District has made a public commitment to hire additional teachers. The District and the Union agree that the District — upon the hiring of sufficient additional teachers and/or the equitable redistribution of present staff — shall provide every elementary teacher with at least three preparation periods per week, provided that no full time teacher in a school on a six period day shall have less than 150 minutes scheduled preparation time per week.

In the 1997-98 school year, the regular school day for elementary schools shall contain five (5) hours and fifty-five (55) minutes of time defined as instruction by the guidelines set forth by the Michigan Department of Education. This will result in a school day of six (6) hours and forty-five (45) minutes duration in elementary school.

Beginning the sixth week of school, a joint Administration/Union Committee will review the schedules of each elementary school where daily preparation periods have not been afforded to every teacher. Committee members will check those schools where four and five such periods have not been afforded. This review shall be for the purpose of implementing additional preparation periods until the goal of daily preparation periods is attained.

The Committee shall be further charged with the responsibility of investigating particular instances of alleged inequitable distribution of preparation periods.

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

5. 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.

Effective July 1, 1997, lost preparation periods shall not carry over from one school year to the next school year.

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Lost preparation periods not made up by the end of the school year shall be compensated in the form of the current hourly rate.

6. 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.

F. 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.

G. Lunch Period

1. Elementary

Every elementary teacher shall have a duty-free lunch period of exactly forty-five minutes except in case of emergencies. Arrangements for aides shall be completed by the fifth week of the school year.

2. Special Education

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

3. Counselors

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 of counselors shall be scheduled so as to insure maximum available counseling service to students throughout the lunch times. Except in emergencies, counselors' lunch periods will not be interrupted.

H. Relief from Non-Teaching Chores

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

The use of teachers to perform non-instructional functions shall be kept to a minimum and positive action shall be taken by the Administration 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 Social Service Assistants in a particular school is a proper subject of discussion between the Administration 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.

I. Release from Assigned Duties for Building Representatives

In any senior high school in which there are more teachers than are necessary to fill the required study hall assignments, the Union duties of the Union building representative shall constitute his/her duty assignment.

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

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

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

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

VIII. DISCIPLINE

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

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

C. 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 hours. The teacher will re-admit the child after some adjustment has been made, following a conference with the child and at least two 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.

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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 24 hours after conclusion of the conference.

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

1. The child will be returned to the class with the understanding that he/she will correct his/her behavior.
2. 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.
3. 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 designee of the CEO who shall meet with the principal and the teachers to determine if the child shall be suspended.
4. The child will be suspended by the principal.

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

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

1. 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 case. The principal and the teacher will cooperate in the prosecution of the case upon request.

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

H. 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.

I. 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.

J. 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.

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

In any reported assault case the Legal Affairs Office shall:

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

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

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

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

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

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

Teachers will receive full support of the principal and the central administration in actions taken by them pertaining to discipline, provided they act in accord with the provisions of this Article. This support shall

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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.

Attendance/Tardiness Policy

A revised attendance/tardiness policy for Grades K-12 shall be developed and implemented.

N. Uniform Code Review Committee (UCRC)

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

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

2. The Uniform Code Review Committee shall have the power to investigate complaints brought by the School Union Committee concerning non-implementation or non-compliance with the Uniform Code. Further, the UCRC shall have the power to act on its own motion, to select particular schools for review; to recommend the priority and method of correcting any documented cases of non-implementation or non-compliance; and to recommend to the CEO the use of state and/or federal funds, specified for school security/safety.

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

a. The Detroit Federation of Teachers' representatives and the complainant(s) shall meet with the principal to attempt to resolve the complaint. If the complaint is not resolved within five (5) school days of the initial meeting, it shall be submitted to the District Review Committee (DRC).

b. A DRC meeting shall occur within ten (10) school days of the conclusion of the school level meeting. The DRC shall be composed of the school representative, a DFT staff representative and the principal.

If the Committee does not reach an agreement, within five (5) days of its last meeting the complaint must be filed with the UCRC.

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

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

5. The CEO will make his response within five (5) school days.

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IX. PUPIL'S REPORT CARD MARKS

The mark of a teacher is the record of the teacher's evaluative judgment of the work of a pupil. The teacher shall be considered the expert in evaluating the work of his/her pupils and the integrity of the teacher in marking the pupil will be respected. It shall be the responsibility of the teacher to maintain adequate records to support all marks, which shall be the basis for determining 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. The final grade will reflect the average of the previous report card marks.

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

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

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

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

GRADE REVIEW PROCEDURES BUILDING LEVEL PROCEDURES: FIRST LEVEL Within 30 days of the issuing of the report card, a student or his/her parent may appeal a mark directly to the School's principal.

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

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

The teacher, parent or student can appeal the principal's decision to the CEO or designee no later than 30 days from the date of the principal's decision.

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

GRADE REVIEW PANEL PROCEDURES CHIEF EXECUTIVE OFFICER LEVEL

There will be two Grade Review Panels. One for Elementary Schools and another for Middle and High Schools.

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

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1. The designee of the CEO will notify the Grade Review Panel upon receipt of the grade review request.
2. The teacher will submit written justification for the grade in contention.
3. The parent/student will submit written justification for changing the grade in contention.
4. The building administrator will submit a chronology of his/her investigation, including a recommendation to resolve the dispute.
5. The building administrator will forward all documentation pertinent to his/her decision to the designee of the CEO
6. The designee of the CEO will convene a meeting of the Grade Review Panel to hear/discuss the case within thirty (30) school days.
7. The Grade Review Panel may request a hearing with the involved parties.
8. The Grade Review Panel decision will be made on the basis of the facts submitted.
9. All parties (student, parent/guardian, teacher, and building administrator) will be notified in writing of the panel's decision and its rationale.
10. The decision of the Grade Review Panel is final.

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

X. PARENT-TEACHER CONFERENCES

Two half-days per semester* shall be designated for parent-teacher conferences. These conferences shall be held on school time and all regular classes shall be dismissed, or one or both of the conferences may be held at another equivalent

time, with classes dismissed one half day per conference at a time mutually agreed upon by the principal and the School Union Committee. Teacher attendance is required up to six p.m. at any conference scheduled outside regular school hours. The dates, times and procedures for such conferences shall be established jointly by the principal and the School Union Committee in consultation with representatives of the official parent group of that school. In the event a mutually agreeable plan cannot be established, an appeal may be made to the CEO's designee. In addition to the scheduled conference day or half-days referred to above, teachers shall confer with parents at other times mutually convenient to the teacher and the parent.

Special education teachers may, with the approval of the principal, utilize the one full day or two half-days designated for parent-teacher conferences to make home visits or follow-up calls. In cases of particular urgency, additional time may be granted upon request and with the approval of the principal and the CEO's designee.

*Upon request of the kindergarten teacher and approval of the principal and CEO or his/her designee, an additional half-day may be used for parent-teacher conferences each semester.

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

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

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

Classroom visits by persons other than parents must be agreed upon by the teacher, the Union and the administrator. The purpose of such visits by other than parents must be clearly defined and stated in writing at the time the appointment is requested. Any disagreement regarding this paragraph should be immediately referred to the Union Office and the Office of Labor Contract Management 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 (see fourth paragraph of this Article).

XI. 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 work load and providing, whenever possible, an opportunity for teachers to make their maximum contributions in areas of interest.

B. School Fund

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

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

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

*See Article XXIII for School Union Committee and Sections H and I concerning faculty representation.

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C. Community-School

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

XII. PERSONNEL ASSIGNMENTS

(See Also Article XIV.)

A. Balanced Staff Concept

The District and the Union reaffirm their commitment to the balanced staff concept under which teachers assigned to schools shall have the necessary qualifications to teach the subject area and grade level, and pupils shall have experiences with teachers and administrators of different races, and shall have both new and experienced teachers on a faculty which includes both men and women. This concept has not been in the past and is not intended as an involuntary transfer procedure.

In order to implement the balanced staff concept: In filling vacancies and/or when a school's staff is increased or decreased, appropriate assignments or transfers will be made in the school department in which the change of service occurs, giving priority to the balanced staff concept elements in the following order: necessary qualifications to teach such area and grade level, race, experience, and sex.

B. Assignment of Teachers

A certified teacher,* classified as an ESRP, assigned to a vacancy at the beginning of the fall semester shall be issued a contract within thirty (30) days after reorganization retroactive to the first day in the vacancy.

A certified teacher,* classified as an ESRP, assigned to a position which remains a legitimate vacancy between the period of January 1, through ten (10) days after reorganization will be given a contract retroactive to the first day in the vacancy.

Except during organization/reorganization, a certificated teacher, classified as an ESRP, retained for twenty (20) school days in a vacancy shall be tendered a contract retroactive to the first day in the vacancy.

C. Promotion Policies Affecting Teachers

Teacher promotion policies and practices shall be reviewed jointly by the Union and the District.

*Certificated is interpreted to mean a teacher holding a provisional, permanent, continuing, or life certificate.

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Teachers seeking promotion to higher salary classifications must show evidence of participation in community affairs and a variety of school experiences, one of which shall have been in a school located in a low socio-economic area. Teachers shall have completed four years of teaching before applying for promotion and shall have completed five years of teaching before promotion is effective.

Each Assistant Attendance Officer who submits evidence to the Office of Personnel 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.

D. Seniority

Seniority in the Detroit Public School System means total accumulated contract service and/or other permanent assignment service in this bargaining unit in any of the Detroit Public Schools since the most recent date of appointment (See Form 4301). Seniority also accrues while the employee is on sabbatical leave, professional service leave, and approved military service leave. Seniority does not accrue while on any other kind of leave.

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

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

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

Teacher service for full-time (975 hours annually), certified adult education teachers will be carried over when reassigned to another regular job classification within the bargaining unit.

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

Assistant Attendance Officer — Seniority

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

E. Transfer of Teachers

Subject to the Balanced Staff Concept, a teacher's system-wide seniority status shall govern when a reduction in teacher service makes it necessary to transfer teachers. The teachers to be transferred, within the department affected, will be determined by seniority. If two teach-

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ers have the same amount of seniority, Detroit substitute teaching service will be added. This rule of seniority does not apply when a teacher freely requests or consents to a transfer or has been rated unsatisfactory. Probationary teachers are not protected from transfer due to reduction in teacher service. Qualified bilingual teachers who have full endorsement will be protected from reduction in service transfer if they are serving bilingual students and using their second language in the process.

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

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

Teachers released from a specially funded program(s) shall be considered part of the department to which they were previously assigned in that same school if the specially funded program(s) assignment involved direct contact with children

in a teacher/pupil relationship. Necessary transfers will follow Contract provisions.

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

Contract teachers must be given one week's notice before forced transfer due to lowered enrollment, except during reorganization; in the fall semester not later than the fourth Wednesday, and in the second semester during the first ten school days. Seniority rights will be respected consistent with the Balanced Staff Concept established by the District and supported by the Union.

Contract teachers shall receive at least a week's notice before they are transferred from one regular assignment to another regular assignment, unless such transfer is at the teacher's own request. Effective the 1997-98 school year, only ESRP's in vacancies will receive two (2) days notice prior to being released except that vocationally certificated ESRP's and Day Trade teachers shall be given at least 30 school days' notice before their assignment is closed out or they are transferred.

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

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

Placement of contract-teachers-at-large has priority over a newly hired teacher, ES, ESV, RES and ESRP, and over a laid-off teacher with less seniority.

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

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

Effective June 1, 2000, the District shall establish an open transfer period from June 1-July 31.

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

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

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

Transfer requests will be reviewed regularly by the Office of Administrative/Instructional Personnel. The Office of Administrative/Instructional Personnel will make a "good faith" effort to honor transfer requests by the beginning of the first semester of the school year.

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

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

Teachers requesting transfers that are not honored shall be notified in writing when the Transfer Request Module, of the proposed person-nel/payroll automated system, is implemented.

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

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

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

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

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

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

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

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

In the event that a grievance is filed on a proposed transfer, the Union may move directly to the procedure outlined in Article XXII, D, 2, and the time allowed at each of the steps shall be reduced to no longer than one week at each step.

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

Teachers shall be returned to their regular assignments as soon as the temporary situations are alleviated. Any medical condition that exceeds ninety (90) days will be processed consistent with Article XII, Personnel Assignments, Section E. Transfers of Teachers, paragraphs 9 and 11.

Temporary assignments will not negate the corrective discipline process.

Temporary assignments will not negate Article XIII, Section E., 1., Competence: Assistance and Reporting. The rating process would stop during the temporary reassignment, and would resume when the teacher is returned to his/her school. A temporary assignment shall be recognized as emergency absences from the teacher's regular worksite.

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

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

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F. Transfer Review Board

A transfer review board consisting of equal numbers of representatives of the District and the Union will at monthly meetings review selected transfers with respect to balance of staff, race, experience, and sex. If this procedure does not accomplish transfers in compliance with the Balance of Staff Concept, the parties will meet to develop a mutually agreed upon alternate procedure.

G. Teacher Layoff and Recall

1. Layoff

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

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

(a) In elementary: (1) In pre-K through grade 6 in homeroom

(2) In special subject area, e.g., art, music, science

(b) In secondary: In areas in which teacher was assigned during the school year preceding layoff and in areas in which a major is carried.

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

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

These provisions concerning layoff shall not prevent transfers from one teaching area or grade level to another upon request of the teacher consistent with Article VII, D, 2 or, upon teacher request to avoid layoff.

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

District payment of health, dental, and life insurance benefits carried by regular full time employees laid off upon completion of the school year shall be continued through October 5 of that calendar year. This provision shall not apply to limited emergency substitute teachers. (See language on Class 2 Regular Emergency Substitutes.)

See Article XII, Sec. D, for provisions affecting transfer.

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Laid off teachers shall be permitted to carry group insurance available to active employees provided that arrangements can be made with the insurance carriers.

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

2. Recall

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

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

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

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

On being recalled, a teacher shall become an ESRP (special authority)* until such time as enrollment figures are verified and the permanency of the position is verified. Such determination will take place no later than the end of the fifth week of school. When the recall has been determined to be finalized, the teacher shall, retroactive to date of recall, have restored status and benefits acquired before layoff including but not limited to placement on the salary schedule, sick leave bank, and other fringe benefits. Teachers recalled after the fifth week of school shall be placed on contract status immediately with status and benefits restored.

*Such teachers shall have all benefits and pay as would accrue under contract except for layoff notice which would be the same as ESRPs. The pay rate shall be the same as the teacher would have received if he/she had not been laid off.

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

Notification on Recall will be:

- a. by telephone first
- b. by certified or registered letter if there is no answer by phone.

Position will be held for a response for 10 calendar days from date of sending letter.

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

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

H. Unemployment Compensation

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

Any such reduction of the total annual salary rate shall be prorated over the entire school year. The teacher shall receive all seniority, benefits and retirement credits without reduction as a result of the above procedure and as if the teacher had been recalled by the first day of the school year.

I. Layoff and Recall of Other Bargaining Unit Members

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

A separate seniority list shall be established for Community Agents hired for their specific bilingual qualifications and servicing specific bilingual communities.

*See Article XV, Section H.

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A teacher who is scheduled for layoff shall remain in the same teaching assignment until the layoff becomes effective unless the service is no longer

required or he/she is replaced by a contract teacher who is not scheduled to be laid off.

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

An Assistant Attendance Officer will receive a two-week notice prior to the close-out of his/her position at a given school. In emergency situations beyond the control of the School District of the City of Detroit, except emergency weather conditions, AAO's will receive at least two (2) calendar days' notice of lay-off.

J. Adult Education

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

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

- a. Where verified by-weekly student attendance falls below eight resulting in the teacher being employed less than twenty hours per week and/or
- b. Where the teacher agrees to be employed for less than twenty hours per week.

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

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

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

Teachers included in categories (a) and (b) above, would **not** have the right to "bump" other teachers.

A class may be terminated (closed) during the first five (5) weeks of the fall and spring semesters if it has not demonstrated proportionate growth toward an enrollment level of ten (10) students in Vocational Education, fifteen (15) students in Adult Basic Education, and eighteen (18) students in secondary.

A class may be terminated (closed) during the first two (2) weeks of the summer semester if it has not demonstrated proportionate growth toward an enrollment level of ten (10) students in Vocational Education, fifteen (15) students in Adult Basic Education, and eighteen (18) students in secondary education.

K. Summer School and Night School Assignments

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

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

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.

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

Summer school and evening school job opportunity notices will be made available through the Office of Personnel upon personal visit but will not be available upon telephone calls. Article XXIV, Information, also applies to this provision. (See Section M below for details.)

L. After School Teacher Assignments

All assignments of teachers to positions after school, in night school, in summer school and in extended day programs including but not limited to State and Federally funded programs, if any, shall be made by the Office of Personnel in accordance with regular written Office of Personnel selection and assignment procedures. Persons other than unit members may be utilized in after-school programs.

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

M. Procedures for Assignment of Summer School Teacher

Personnel

In accord with Article XII, Section I, the following guidelines will govern the assignment of teachers for the summer school sessions:

1. The rotation of teaching staff members will be achieved by releasing teachers who have served three (3) or more consecutive years in summer school. A teacher will not be rotated unless a fully qualified teacher is available to replace him/her.

2. Where it becomes necessary to rotate teachers, the following rules will apply, provided a balanced staff is maintained:

a. Within a department the teacher with the greatest number of consecutive years of summer school service will be released first. The next to be released will be the one with the next highest number of years of service in summer school.

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b. Where two individuals within a department have the same length of summer school service, the individual with the greater system seniority will be retained.

3. Teachers who are released because of the rotation policy must reapply in order to be considered for employment in future years.

4. In the assignment of teachers consideration will be given to building a summer school staff which will be composed of at least one-third of the day school staff. In order to achieve this, when a vacancy occurs in a school, the first person from that school on the eligibility list will be given preference for the assignment provided he/she is fully qualified and the assignment is in accord with the Balanced Staff Concept. Where no such teacher is available from that school, the first person so qualified on the eligibility list will be offered the assignment.

5. Unusual circumstances which arise in relation to the rotation or replacement of staff members will be reviewed by a special summer school personnel committee. The Union will be represented on this committee.

6. Summer School application procedures:

a. The Office of Personnel will establish a two week period during the spring semester for the receipt of applications for summer school teaching.

b. Teachers who apply for these positions during this time period will be given preference consistent with the present guidelines pertaining to summer school employment practices.

c. Teachers who apply subsequent to the posted closing date will be considered for employment in order of receipt of application only after the list provided for in paragraph b. has been exhausted.

N. Procedure for Assignment of Non-Public Site Teacher

Personnel

All assignments of teachers to specially funded positions at non-public sites shall be made by the Office of Personnel in accordance with regular written Office of Personnel selection and assignment procedures. If a position at a non-public site is maintained from one school year to the next, the teacher who satisfactorily occupied that position the first year shall be reassigned to it for the following year.

Where necessary cuts or reduction of programs result in layoffs, teachers shall be laid off in inverse order of seniority accumulated in this category, i.e., the person with the least seniority in non-public sites shall be laid off first.

Any non-public site teacher will be provided in two-week notice prior to any layoff resulting from reduction in programs.

Recall shall be in reverse order with the teacher certificated for the position and having the greatest seniority in non-public sites being given first opportunity of recall.

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XIII. RECORDS AND FILES; REMOVAL OF REPRIMANDS;

SPECIAL COMPLAINTS; TENURE; COMPETENCE; RATING AND DISCIPLINARY ACTION; DISCHARGE OR DISCIPLINE; EVALUATION; RESIDENCY

A. Records and Files

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

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

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

No official report nor any derogatory statement about a teacher shall be filed by an administrator or supervisor unless the teacher is sent a dated copy at the same time. The teacher shall have the 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.

B. Removal of Reprimands

An employee may request removal of an official reprimand that has been in the personnel file for a three 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.

C. Special Complaints

In the event a complaint or charge is made by any person* or group, not employed by the District, against any teacher(s), about job performance, the teacher(s) concerned shall be promptly notified. The teacher(s) involved in the complaint or charge shall be given full information with respect thereto and with respect to any investigation conducted by the teacher(s)' administrator(s).

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

*This does not preclude the right of a parent or guardian to meet with the teacher of his/her child (Article X).

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

D. Tenure

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

The district will develop policies consistent with the attached procedure.

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 60 days before September first of the ensuing school year. Discontinuance in any other manner will result in forfeiture of rights to continuing tenure previously acquired.

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

E. Competence: Assistance and Report

1. Teachers EVALUATION By November 1: Two classroom observations shall be conducted by the principal or designee based on criteria that can be used in developing an Individual Development Plan (IDP). Two observations shall be conducted by the content specialist. No observation shall take place prior to the fourth Wednesday of the school year. Following the post-observation conferences, the teacher shall be provided with written summaries of the observations.

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

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

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

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

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- A schedule of demonstration lessons in the teacher's own room.

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

November 1-March 15:

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

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

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

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

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

March 15-May 1:

One classroom observation shall be conducted by the principal/designee. One observation shall be conducted by the content specialist. Following the post-

observation conferences, the teacher shall be provided with written summaries of the observations.

By May 15:

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

Absences will not negate the evaluation process.

2. ESRP's

Before an ESRP is rated unsatisfactory in instructional performance, the following steps shall have been taken:

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

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

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- c. No sooner than 10 school days after the conference, the principal shall confer with the ESRP and file a report on Form 4080 reviewing the ESRP's performance since the initial conference. If the report is unsatisfactory, the ESRP may be released after two days' notice.

3. Emergency Substitutes

The substitute teacher may be evaluated on Form 4076, Report on Quality of Emergency Substitute Teacher Service. This rating is then sent to the Office of Personnel, where it is placed in the substitute teacher's individual file.

Evaluations of unsatisfactory service are discussed with the substitute teacher.

4. JROTC Instructors and Assistants

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

responsibility for the super-vision and evaluation of the JROTC instructor's performance as it relates to his/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 School District of the City of Detroit must be maintained.

5. Assistant Attendance Officer Evaluation

Before an Assistant Attendance Officer is rated unsatisfactory in job performance, the following steps shall have been taken:

a. Process

The principal, assistant principal, or administrator from the Attendance Department shall have observed the Assistant Attendance Officer's job performance at least twice.

b. Conferences

A conference between the Assistant Attendance Officer and at least one administrator as named above shall be held, upon completion of the observations, to put the Assistant Attendance Officer on notice that his/her work is unsatisfactory, to discuss means for improvement, and to indicate what administrative assistance will be provided. Notice of such conference, its purpose, and the Assistant Attendance Officer's right to Union representation shall be given in advance, in writing.

Subsequent to the meeting, the administrator and the Assistant Attendance Officer shall each summarize the conference in writing and exchange copies.

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c. Timelines

No sooner than ten (10) school days after the conference, the administrator shall confer with the Assistant Attendance Officer and file a report on Form 4208, reviewing the Assistant Attendance Officer's performance since the initial conference. If the report is unsatisfactory, the Assistant Attendance Officer will be terminated after two (2) days' notice.

F. 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 unsatisfactory rating and/or disciplinary action — including official reprimand — is contemplated, and shall be entitled to have Union representation.

G. Discharge or Discipline

No employee shall be discharged or disciplined unjustly.

H. Residency

No employee shall be required to be a resident of the City of Detroit as a condition of employment in this bargaining unit or as a condition to apply for and be placed on the eligibility list for promotions into another bargaining unit, provided that if promoted the employee is governed by the contract of the applicable bargaining unit.

XIV. SUBSTITUTES

A. ES Progression to ESRP; ESRP Progression to Contract

Any substitute assigned to a verified and authorized vacant position shall be paid at the applicable ESRP salary rate from the first day of service in that position.

A substitute assigned to a position other than an authorized vacant position, e.g. as a result of an illness absence, a position resulting from the absence of a teacher who has a right to return to the same position, a position resulting from an absence due to Workers' Compensation, must complete twenty (20) days in that assignment before beginning to be paid at the applicable ESRP rate. Once twenty (20) days of service have been completed, ESRP pay shall be retroactive to the first day of service in that position.

Effective the 1997-98 school year, only ESRP's in vacancies will receive two (2) days notice prior to being released.

No ESRP shall be released except for (1) the assignment of a contract* teacher certificated for the position, (2) unsatisfactory service as provided on "Report on Quality of ESRP, ES or Intern Teacher Service," (3) the position is closed out, or (4) implementation of the Balance of Staff Concept. An ESRP retained for 100 school days in a full-time assignment for which he/she has a provisional, permanent, continuing, or life certificate shall be tendered a contract* dated and effective back to the original date of assignment and shall, effective such date, be treated as a contract* teacher for all purposes of this Agreement except that such teacher may be transferred at the end of the semester, and except that an

*The District's standard current probationary, annual or continuing contract provided that no new conditions or provisions shall be adopted except in accord with collective bargaining agreement.

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ESRP retained for 100 days or more in an illness position will not be tendered a contract as long as that position is being held for the disabled teacher, except no ESRP will be appointed to contract status if a certified laid off teacher is available for the position. (This does not change the present transfer policy.) The time spent in an illness absence shall be counted toward the 100 days if the illness absence becomes a vacancy, except that such teacher shall not have priority over a laid off teacher for that position but shall be placed on a ranking list according to the effective date the position became a vacancy or the date the teacher on a right-to-return child care leave returns to that position.

An ESRP who is released after having served 100 days in an illness position on one-year child care leave will be given priority for reassignment to a vacant

position both during the school year and at the beginning of the new semester but shall not have priority over a laid off teacher.

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

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

B. Provision of Substitutes

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 or supervision of pupils.

C. Accumulation of Sick Leave — ESRP's, RES's, ES Class I

ESRP's shall accumulate sick leave on the basis of one day per twenty (20) days worked. Days accumulated shall be carried over from one ESRP assignment to the next if: (a) the break in ESRP service is of twenty (20) or fewer school days duration; OR (b) if the teacher is available and willing to serve in any school in the system as assigned, at least three days per week.

Effective the 1994-1995 school year, all RES's and ES Class I's assigned to a building as a five (5) day substitute, or committed to a five (5) day availability for substitute service, shall receive two (2) sick days the first semester of the school year, and an additional two sick days the second semester of the school year.

Individuals who begin their employment with the district as an RES or ES Class I at any time after the second pay period of a new semester, will have their sick days prorated on a full day basis — one (1) day in the fall or one (1) day in the spring.

(Also see insurance provision and Appendices.)

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ESRP's, ES Class I's and RES's may use earned sick leave days as needed regardless of which of the three (3) substitute classifications they possess. Unused sick days may be banked up to a limit of one hundred (100). Provisions for utilization of sick leave shall be the same as those of contract teachers.

The sick bank accumulated during services as ESRP, ES Class I or RES shall be carried over to contract assignment.

D. Distribution of Substitutes

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 ESRP's in all areas of the city.

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

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

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

E. Resource Teachers and Other Substitutes

Resource teachers are contract substitutes. In utilizing resource teachers and other substitutes, present practices and procedures shall be continually reviewed and improved.

F. 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.

G. Substitute Calls

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

XV. LEAVE POLICY

The District upon written request may grant leave of absence for a period not to exceed one year, subject to renewal at the will of the District. Leave of absence for physical or mental disability without request may be granted for a period not to exceed one year. No leave of absence shall serve to terminate continuing tenure previously acquired.

When it is necessary to be absent, the teacher should notify the school office or the person designated at the time established by the school. The school office should be informed of an expected absence early enough to be able to have the substitute teacher arrive before the opening of the school day. The absent teacher should notify the school by 2:30 p.m. of the day preceding his/her return so that the substitute may be released in time for another assignment.

Employees able to anticipate non-illness absence chargeable to Sick Leave must make application in advance on Personnel Form 4132, Request for Approved Absence with Pay.

Form 4043, Request for Leave of Absence or Extension of Leave, is to be submitted by an employee who wishes an approved absence, without pay, for periods of more than four weeks (20 working days), with the exception of Sabbatical Leaves and absence for Exchange Teaching.

Types of Leaves are as follows: Illness or disability (see also Statement of Policy for Maternity, military, study, personal business, and government or professional service. A leave of absence for study, personal business, or government or professional service is not granted during the first year following appointment to a position.

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

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

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

3. Study. Beginning with the 1975-76 school year, teachers who are granted leave for study shall return at the completion of that leave at a salary level in accordance with service credit earned at the time the leave was granted. On his/her return, he/she should file an official college transcript showing that he/she has completed at least ten semester hours of credit each semester, or ten quarter hours each quarter (except during the summer) in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agencies. Retirement credit is not allowable during such leaves.

4. Maternity. See Statement of Policy for Maternity, Appendix.

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5. Personal Business. Leave of absence for personal business shall be limited to one year and no leaves shall be granted, other than Sabbatical Leaves, to

District employees for the purpose of engaging in similar employment elsewhere, with the exception of leaves for teaching in foreign lands under U.S. Government auspices.

6. Government Service. A teacher may be granted a leave of absence for elected or appointed service with the government. Such a leave shall be renewable annually upon written request of the teacher. Neither seniority, experience, nor retirement credit shall accrue on such leave.

7. Professional Service. Teachers wishing to work for labor organizations or unions may be granted a leave of absence for elected or appointed service with the Detroit Federation of Teachers, the Michigan Federation of Teachers, the American Federation of Teachers, or the AFLCIO, 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. Retirement credit for such service shall be granted as provided by law.

8. 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 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 Request for Approved Absence with pay (Form 4132) and official proof of the number of days served to the Office of Personnel. Teachers, when summoned to jury duty, should respond to such summons as directed. Classroom teachers should request to be excused from jury duty, or to serve their jury duty at a time other than during the school year. Letters to support such request may be obtained from the Office of Personnel.

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

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

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

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

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

Form 4132, Request for Approved Absence without Pay, is submitted by an employee requesting approval of absence for a period of one week (5 working days) to a maximum of four weeks.

Employees wishing release for one or more of the last three days before the end of the spring semester in June, in order to attend an accredited summer school session or to depart for an accredited summer tour, must submit Form 4117, Request for Early Dismissal, to the Office of Personnel.

Conditions for considering approval are:

- a. College credit must be earned.
- b. Employees leaving early for one of the above purposes must submit transcripts of their credits earned not later than October 1 to the Personnel Records Department.

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

A. Personal Business Leave Days

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

B. Sick Leave

1. Sick leave for 39-week teachers, hired before July 1, 1997, shall accumulate in a single bank at the rate of fifteen (15) days per year with a limit of 200 days.

Sick leave for regular 39-week teachers, hired after June 30, 1997, shall accumulate in a single bank at the rate of one (1) day per month in their first year of employment and one and one-fifth (1.20) days per month until the four (4) year probation period is over. Starting in the fifth (5th) year, the employees will earn one and one-half (1.50) days per month each year thereafter with a limit of 200 days. Days earned shall be credited on the first day of each month beginning with September.

Regular hourly rated employees shall accumulate sick leave at the rate of one hour for every twenty-five hours worked.

With the implementation of the new automated payroll system, in January, 1994, hourly-rated employees will be provided a biweekly sick bank account on their pay stubs for the hours they have accumulated. Until January 1, 1994, an annual statement of such bank balance will be provided to each hourly-rated employee.

This sick leave provision shall apply in the same fashion as sick leave provisions apply to regular classroom teachers.

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

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the draw from the "Catastrophe Bank" to the extent he/she has made contribution to said bank. (The Employer may require medical evidence of the 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.

Teachers will be provided an annual update on the number of days in their catastrophic bank.

2. Teachers in their first year of employment may, with a promissory note, borrow up to five (5) additional sick days for extended illness.* These days will be repaid on a monthly basis during the next school year.

Teachers, hired before July 1, 1997, who have exhausted their bank may, in the case of extended illness,* with a promissory note, borrow up to ten (10) days. These days will be deducted at the beginning of the following school year.

3. Teachers, hired after June 30, 1997, who are in their second or more year of employment and, who have exhausted their sick bank may, in the case of extended illness,* with a promissory note, borrow up to ten (10) additional days. These days will be repaid on a monthly basis during the next school year.

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

5. Assault Related Absences

Employee absences resulting from school-related assault shall not be charged against sick leave, although the employee's regular gross earnings shall be maintained. The maintenance of regular gross earnings, termed "assault pay," is subject to the following provisions:

1. The Report of Industrial Injury shall be filed with the Principal within five (5) business days of the incident giving rise to the claim or no later than five (5) work days after the claimant first sought medical treatment for the claimed injury.

2. The employee must file for Workers' Compensation benefits when eligible, no later than thirty (30) calendar days from the date given rise to the assault claim.

3. When the employee presents medical documentation that he/she is unable to return to work then, or for the foreseeable future and is seeking benefits under this article, an eligible employee will be notified by the School District of the City

of Detroit that he/she must file no later than five (5) business days for MPERS retirement (regular or disability).

*Extended illness shall be interpreted to mean illness requiring use of consecutive days during or following hospitalization or home confinement for serious illness or accident requiring a doctor's care.

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4. When the employee presents medical documentation that he/she is unable to return to work then, or for the foreseeable future, and is seeking benefits under this article, an eligible employee will be notified by the School District of the City of Detroit that he/she must file no later than five (5) business days for social security benefits (normal, early or disability).

5. Failure of an employee to apply for such benefits, within the time limits, shall disqualify the employee from receiving further benefits under this section.

6. Failure of a teacher to notify the School District of the City of

Detroit of the result of applying for these benefits, acceptance or denial, within five (5) business days from the date the result was received by the employee shall also result in immediate disqualification from further receipt of assault pay.

Offset

If the weekly Workers' Compensation and/or Social Security disability benefits are awarded or paid voluntarily by the employer, said amounts shall be deducted from an employee's assault pay.

Benefit Termination or Limitation

1. If retirement is granted through MPERS (regular or disability), entitlement to assault pay shall terminate even if the employee continues to receive weekly Workers' Compensation benefits.

2. If the employee rejects the report of the specialist (See XV.E) and pursues a Workers' Compensation claim, any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.

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

7. The sick leave bank shall not be charged for necessary absences up to five days resulting from the following childhood diseases: chick-enpox, conjunctivitis, measles, mumps, diphtheria, whooping cough, impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.

8. 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.

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

9. Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employ-ees' Retirement System — School District of the City of Detroit, an employee will be paid an amount not to exceed one-half his/her unused sick leave days, with a maximum allowance of 35 days' pay.

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

C. Illness Absence — Medical Examinations

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

After 8 consecutive work days of sick leave, a teacher must furnish a statement from his/her physician on Form 432, Release Pay Check: Physician's Certificate, in order to secure his/her next pay check.

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

A further check is required on employees with continued illness absence extending beyond the second consecutive pay period. Information about the condition of the employee is obtained either from the principal (or in a non-school department, from the department head) or by a visit from the administrative nurse. Information may also be obtained on a Form 432 completed by the employee's physician.

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

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

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

The Office of Personnel may require a medical examination by the District Medical Examiner for an employee at any time when the maintenance of minimum health standards in a school or department is in question.

An employee returning from a leave of absence as provided for in Form 4043, Request for Leave of Absence or Extension of Leave, must have a medical examination by the District Medical Examiner. Form 431, from the employee's personal physician, is required for return from leave of absence for illness or maternity.

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

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

If a regular 39 week employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by the Medical Office, or a written request for approval from the employee must be approved by the Chief Fiscal Officer. This applies to absence for one or more days. Approval by Medical Office requires Form 432 from employee's attending physician to the Medical Office.

D. Appeal of District Medical Office Decision

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

1. The School District of the City of Detroit and the Union shall mutually agree within ten (10) business days as to who the appropriate specialist shall be. The teacher shall consult the designed specialist and the School District of the City of Detroit shall pay one-half ($\frac{1}{2}$) of the cost of the evaluation and the teacher shall pay the other half. Within twenty (20) business days, the specialist shall furnish a report relative to his/her evaluation to the School District of the City of Detroit, to the Union and to the teacher. The determination of the specialist shall be final and binding as to whether the teacher is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.

Failing agreement by the District and the Union on selection of the appropriate specialist, the teacher's physician and the District's Medical Examiner shall select the appropriate specialist.

2. If the District declines to pay or to continue benefits which the Union believes are required under the Agreement and the report, the Union may submit the dispute directly to the grievance procedure under Article XXII, at STEP 2.

3. The District may request at its own expense that a teacher whose gross earnings are being maintained under Article XV, Section B-5, shall submit to a re-evaluation by the specialist referred to in Section 1 above at reasonable intervals but in no event no more frequently than every four months, and that the specialist provide a report as to whether the teacher is able or unable to return to work, which shall be furnished to the District, to the Union and to the teacher. The determination by the specialist as to whether the teacher is able or is unable to return to work shall be final and binding on the parties. If, following the specialist's report, the District declines to pay or to continue benefits which the Union believes are required under the Agreement and the report, the Union may submit the dispute directly to the grievance procedure under Article XXII, at STEP 3. If the original, appropriate, specialist is unavailable, or is then the treating physician, the parties shall mutually designate an alternate, appropriate specialist. Failing agreement by the District and Union on selection of the appropriate specialist, the teacher's physician and the District's Medical Examiner shall select the appropriate specialist.

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4. A teacher found disabled under this section will follow a reasonable course of medical treatment as prescribed by the treating physician with the ultimate goal of returning to work if possible.

E. 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.

1. Personal Illness

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

2. Death Leave

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

a. 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.

b. The working days allowed must be consecutive scheduled working days:

(1) if employee works on day of death: the days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.

(2) if day of death is a scheduled work day and employee does not work on that day: the days allowed begin with and include the day of death.

(3) If day of death is not a scheduled work day or occurs during vacation periods: the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

3. Certain Emergencies

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

a. Absence to attend wedding of member of the immediate family only.

(1) NOT chargeable to Sick Leave:

(a) Absence for wedding of other than members of immediate family.

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(b) Absence to arrange for weddings.

b. Absence for employee's own wedding:

(1) Chargeable to Sick Leave:

(a) Such working days as fall within seven consecutive calendar days including and subsequent to wedding day.

(b) Day of wedding is counted as one of seven days but only charged to sick leave if a scheduled working day.

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

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

(1) NOT chargeable to Sick Leave:

(a) Absence to make funeral arrangements.

(2) Chargeable to Sick Leave:

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

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

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

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

(1) NOT chargeable to Sick Leave:

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

(2) Chargeable to Sick Leave:

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

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

f. Absence because of required court appearance.

(1) NOT chargeable to Sick Leave:

(a) Employees are expected to arrange legal meetings and conferences on non-work days. Absences because of “required appearances” on work days that could have been scheduled for non-work days may not be charged to sick leave.

(b) Probate hearings are generally set to accommodate those involved. Such hearings should be set on non-work days or during vacation periods.

(c) Absence for “required court appearance” in cases initiated by employee, especially where personal property gain is involved, is not chargeable to sick leave.

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(d) Absence to accompany friend or relative to court is not considered as “required” and may not be charged to sick leave.

(2) Chargeable to Sick Leave:

(a) "Required appearance" as evidenced by subpoena or court summons, or a written request from the Accident Prevention Bureau.

g. Absence because of transportation failure or breakdown where no other means of transportation is available.

(1) NOT chargeable to Sick Leave:

(a) Absence due to failure to allow sufficient travel time for weather interference and other normal transportation hazards (includes grounded planes, snow-bound buses, and failure to obtain travel reservations).

(b) Absence in cases where lack of transportation is due to fact that employee resides outside city limits.

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

(1) NOT chargeable to Sick Leave:

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

i. Absence because of required observance of a recognized religious denomination.

(1) NOT chargeable to Sick Leave:

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

F. Sabbatical Leave

A contract teacher may apply for a year of Sabbatical Leave after seven years of continuous or ten years of noncontinuous service, three years of which shall immediately precede his/her application.

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

G. Other Leaves

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

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

3. A teacher may qualify for a year of Exchange Teaching if he/she has taught for the District for at least five consecutive years and can meet certain other conditions.

H. Return from Leave

1. While leaves of absence are granted for definite periods, a return from leave before the end of the specified period may be effected provided the employee wishes to return and provided a vacancy for which he/she is qualified is available.

See Appendix, Statement of Policy for Maternity.

A teacher returning at the expiration of leave, has priority over a newly hired teacher, ES, ESV, and ESRP, and over a laid off teacher with less seniority.

Priority order for return from leave:

- (a) Illness, military, sabbatical.
- (b) Professional service, study.
- (c) Personal business, government service.

2. Effective the 1994-95 school year an employee is required to notify the Office of Personnel in writing at least two months preceding the expiration date of a leave of his/her wish to return, request an extension, or resign.

3. An employee returning from a leave of absence must have the approval of the medical examiner of the District prior to reporting to his/her assignment and must furnish a chest x-ray report. An employee returning from an illness or maternity leave must present Form 431, Physician's Certificate, at the time of the appointment with the District Medical Examiner.

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

XVI. INSURANCE

A. Compensable (On the Job) Injuries

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

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

B. Group Insurance

1. Health/Dental/Prescription/Vision Care

The District shall provide full family health and dental insurance for regular employees, ESRP's and their dependents. (See Appendix.)

Effective November 1, 1992 all new hires will be required to pay ten percent (10%) of the premium for health insurance.

Effective the beginning of the 1994-95 school year, all new hires will receive HMO coverage for the first two (2) years of employment.

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

A preferred provider organization plan (PPO) for prescription drugs and laboratory testing shall be available for those members who have selected BC/BS. HMO's are not included.

Husband and Wife Employees

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

Opt Out Plan

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

RES Employees

During the period of their employment as Class 2 substitutes and for one month following the month of their layoff, regular emergency substitutes shall be eligible for the District subsidized health insurance or dental insurance for the employee only. They shall have the option to purchase full family health insurance coverage at the group rate during that period if they choose health coverage for themselves.

ES Employees

Emergency substitutes classified as Class I who are available five days per week and who are willing to serve in any school in the system as assigned shall be given employee only health insurance.

Hourly-Rated Employees

Regular hourly rated employees who work twenty or more hours per week shall be eligible for the District subsidized health insurance or dental insurance for the employee only. Nothing in this section shall reduce greater health benefits previously granted hourly rated employees.

All full time hourly rated employees who work twenty-five (25) or more hours a week shall be granted full family health care benefits. Such employees opting for full family coverage will pay ten percent (10%) of the premium cost.

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2. Application

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

3. Change of Carriers

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

4. Health Insurance Options

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

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

6. Life Insurance

a. The School District of the City of Detroit shall underwrite the cost of group life insurance for all appointed employees and those Emergency Substitutes in Regular Positions (ESRP's) who worked in this classification for two years immediately preceding their death or retirement. The policies shall provide the payment of \$20,000 to employee designated beneficiaries or the employee's estate if the employee should die while in the active service of the District and \$350 for employees who have retired.

b. Beginning the 1994-95 school year, JPTA Nurses and Micro-computer Technicians shall be included in the District life insurance program.

c. The School District of the City of Detroit shall continue to contribute approximately 10% of the cost of supplementary group life insurance.

d. The disability premium provision under the Equitable Life Assurance Policy shall be available to age 70 or the mandatory retirement date in the event it extends beyond the 70th birthday (basic group life policy only).

7. Vision Care

Beginning the 1986-87 school year, the District shall provide a comprehensive full-family vision-care program to all full-time salaried and full-time hourly-rated employees.

8. Tax Sheltered Annuity

Tax sheltered annuity programs are available to eligible employees.

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9. Liability

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

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

XVII. RETIREMENT — EMPLOYEE CONTRIBUTION

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

XVIII. IMPROVEMENT OF PROGRAM

A. School Organizational Plans

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

B. Testing

The Joint Union/Administration Testing Committee established in 1971 to investigate all phases of Detroit's testing program and to make appropriate recommendations shall be continued. Recommendations and implementation of

the recommendations of the previous Committees shall be reviewed. Committee recommendations and/or changes in previous recommendations shall be forwarded to the CEO or his/her designee and the Union for review and consideration.

Regularly scheduled testing shall be set at times which will be least disruptive of the instructional program.

C. Handicapped Children

A Joint Union/Administration Committee shall be established whose purpose is to shorten the Individualized Educational Plans (IEP) form.

1. On request of either party, the Joint Union/Administration Committee shall meet during the school year to consult on department policies concerning the professional interests of the Special Education teachers which involve conditions of employment.
2. State and/or Federal funds shall be used to make special education classes an integral part of the Detroit summer school program.
3. A Joint Union/Administration Committee shall formulate plans for the utilization of two special education rooms of the same category in a selected number of schools to be designated by the CEO on a trial basis. This committee shall evaluate the educational benefit of such organization and shall submit a report of such evaluation to the CEO.

Special Education teachers will continue to be alert to children who appear to be able to return to regular grade or appear in need of a different Special Education placement. Upon the recommendation of the Special Education teacher, such children, regardless of the period of time in the

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special program, shall within one semester of the recommendation be reevaluated and/or retested and categorized in terms of emotional, academic, and physical factors. Pursuant to such re-evaluation and/or retesting, the pupil will then be appropriately placed.

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

D. Summer School Programs

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

2. The school social work program and the psychological testing program shall be expanded into the summer school period.

E. Provision of Materials

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

The District shall provide an additional set of District approved academic textbooks for student use, grade 1-5, not to exceed 35 additional books per classroom.

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

Implementation shall begin in school year 1993-94 in one of the subject areas and shall continue each successive year until all subject areas have been completed.

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

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

This provision shall survive the expiration of this Agreement.

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

The student supplies mandated by the Michigan Supreme court shall be delivered so as to be available for immediate use when schools open. A list of ordered court-mandated supplies will be given to the Building Representative by the principal when school opens. The Building Representative will also be given a delivery calendar of when supplies are expected to be delivered. The Building Representative will receive, within 24 hours of delivery, a list of all court-mandated supplies deliv-

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ered to the building. In addition, the District shall publicize the lists of materials authorized for distribution so the teachers have access to lists of materials appropriate to their pupils' needs.

Each Non-Public School teacher may submit a list of desired materials and supplies to be used in his/her program prior to said materials being ordered.

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

A listing of appropriate therapeutic interview materials for group work activities shall be maintained. Social workers shall be allocated materials in the amount of \$50.00 per school year from this listing (ten months) on the basis of \$5.00 per month.

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

F. Revisions of Materials List

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

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

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

G. In-Service Training

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

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

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

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

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Counselors shall be allowed the use of one day per school year for professional visits to other schools and colleges and one day per school year for the purpose of professional visits to business and/or industry. Scheduling such visits shall be staggered so that pupils at all times are provided necessary counselor service.

Substitutes shall not be provided and such visits shall not constitute any expense to the District beyond the counselor's regular daily salary.

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

Hourly-rated registered nurses, psychologists, occupational and physical therapists shall be provided one paid day per year to attend workshops relating to their work specialties.

A minimum of two (2) workshops per school year will be held for Attendance Officers/Agents, one (1) per semester. A Joint Union/ Administrative Committee shall be established to recommend workshop procedures, content and speakers. The committee shall be composed of three (3) DFT Union members and three (3) administrators.

H. Accountability

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

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

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

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

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

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

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I. Textbook, Curriculum Guide, and Records Review

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

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

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

J. Tuition Reimbursement

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

1. The courses must have been taken by the employee while employed by the District.
2. The courses must have been necessary to qualify the employee for a special assignment for which the District will receive reimbursement from Federal or State funds, e.g., Vocational Education, Special Education, Remedial Reading, Social Work, etc.
3. The Office of Personnel must have approved the taking of such courses.
4. Reimbursement shall be made upon application to the Office of Personnel after all necessary courses have been completed and after the agreement of the teacher to remain in the Detroit Public School System for at least one year subsequent to the completion of said courses.
5. The employee must be willing to serve in any school designated by the Office of Personnel.
6. The reimbursement shall not apply to any courses taken prior to the summer of 1967.

K. Tuition — Assistant Attendance Officer

Qualifications:

1. Payment will be for course work taken only while the Assistant

Attendance Officer is currently employed.

2. Payment will be for no more than two (2) successfully completed courses per term. Successful means that there has been no withdrawal from the course and that a "C" average is maintained. If these conditions have not been fulfilled, then

there shall be a one-year probationary period during which tuition costs will be provided through reimbursement rather than direct payment.

3. Payment shall be for undergraduate courses that are directly related to job performance as an Assistant Attendance Officer.

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4. Courses may not be taken during normal working hours.

5. Policy regarding tuition payment for Chapter I funded employ-ees shall apply equitably to members of the Assistant Attendance Officer's Union.

L. Distributive Education Coordinators

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

M. Librarians

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

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

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

N. Television Teaching

Each on-camera teacher shall have the right to review each recorded lesson and to propose correction of major content error or major technical difficulty before the initial re-broadcast and again, prior to the use of such recording, at the end of a three year period from date of recording. Time and facilities shall be provided for such review. If the teacher is no longer assigned to the Department of Educational Broadcasting, the time for such review shall be determined upon

mutually satisfactory arrangements being made between the teacher, his/her present principal or unit head, and the Department of Educational Broadcasting. The position of regular on-camera teacher shall be an 11-month position.

XIX. IMPROVEMENT OF FACILITIES

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

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

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

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

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

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

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

If teachers believe refusal by the principal of the school to provide such a classroom is unreasonable, appeals may be made to the CEO's designee. The CEO'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 shall provide teachers new to the system or new to a school building with the personal clerical items normally considered to be part of a teacher's equipment, such as staplers, rubber bands, etc.

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

XX. 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 wilful or malicious damage. Personal property is defined as anything normally worn or carried into the build-

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ing by the teacher but shall not include cash. The parties recognize and agree that a teacher has a moral obligation to reimburse the fund if the teacher also actually collects for the same loss from an insurance carrier.

Claimants must provide the proper District office with a copy of the Theft and Damage Report filed with the school and/or the report number filed with the Detroit Police Department. It shall also be the duty of the claimant to provide the District with 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.

XXI. MEETINGS ON POLICY MATTERS

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

B. The CEO 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 CEO.
2. Official replies shall be made by the CEO or his/her designated agent to all requests and/or reports made by the Union.
3. Depending on the nature of the problem, the CEO or an administrative agent designated by him/her shall meet with the Union.

4. The Chief Executive Officer will meet with Union members in an open forum twice a year.

XXII. GRIEVANCE PROCEDURE

A. 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 misinterpretation or misapplication of a practice or policy; or that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

B. 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.

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Grievances shall be submitted within sixty (60) calendar days from the time an event took place or within sixty (60) 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 sixty (60) calendar days does not apply to errors that occur in the computation of wages or fringe benefits.

a. A grievance may be lodged and thereafter discussed with the principal:

(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 CEO or to any designee of the CEO upon whom the CEO 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 CEO or his/her designee shall investigate the grievance, including giving all persons who

participated in Step 1 and representatives from the Union office a reasonable opportunity to be heard. Upon request of the CEO or the Union, all parties will meet at the same time.

b. Within fifteen school days after delivery of the appeal, the CEO 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 CEO, the Union may within thirty (30) school days submit any grievance under this Agreement to final and binding arbitration under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties. The Union shall have exclusive authority in its discretion as to whether to appeal any grievance to arbitration. Unless mutually agreed to by the parties, the case will be heard by the arbitrator within ninety (90) days after the grievance is moved to arbitration. The arbitrator (other than a member of the American Arbitration Association) shall issue a written decision no later than thirty (30) days following the submission of each parties' counsel's briefs to the arbitrator.

C. 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.

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

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D. 1. 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.

2. 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.

E. 1. 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.

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

F. The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

XXIII. 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. (See also Article VII, Section I.) If there are separate facilities, there may be separate representatives.

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 committee shall be called the School Union Committee. Membership on the School Union Committee shall be determined by the Union. The committee shall include members of the bargaining unit in addition to the school Union representative.

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

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

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 material in the mail boxes of teachers and other professional employees.

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

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 time 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 shall 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.

XXIV. INFORMATION

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

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

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

Twice each year, beginning approximately November 1, 1987 and April 1, 1988, 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, social security number, address, school location, sex, race, age, degrees, assigned teaching area, and salary schedule step. This profile will be categorized alphabetically and by Constellation.

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

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

XXV. GENERAL

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.

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

B. The School District of the City of Detroit 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 School District of the City of Detroit reserves the right to govern and manage the District in all respects, except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. However, all District policies and procedures are part of the Collective Bargaining Agreement.

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

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

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D. 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.

XXVI. DURATION

All provisions of the 1997-99 Agreement not specifically changed by mutual agreement shall be carried forward in the new Agreement including the Sick Bank Incentive program.

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 1999 and shall continue in effect through June 30, 2002.

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**DETROIT FEDERATION OF TEACHERS LOCAL 231 AMERICAN
FEDERATION OF TEACHERS AFL-CIO**

s/ John M. Elliott

President

s/ Janna K. Garrison

Executive Vice President

s/ John V. Butler

Vice President

s/ Marjorie E. McWilliams *Vice President*

s/ Sarah Burkhalter

Recording Secretary

s/ Timothy J. Michalak *Treasurer*

s/ George Adams

s/ Elizabeth E. Duhn

s/ Phyllis A. Harris

s/ Marjorie B. Jones

s/ Candice A. Laurence

s/ Sidney G. Lee

s/ Mearon Lewers

s/ Judy K. Smith

s/ Carl Swoish

s/ Paula Trilety

s/ Curtistine Williams-Teal

THE SCHOOL DISTRICT OF THE CITY OF DETROIT

s/ David Adamany

Chief Executive Officer

s/ Charles L. Wells, III

Executive Director Office of Labor Affairs

DFT/SDCD Agreement (7/1/99-6/30/02) 75

APPENDIXES

A. SALARY SCHEDULES AND FORMULAS

INSTRUCTIONAL PERSONNEL 1999-2000

Less Than Master's (or) Master's Plus Earned Step Master's Equivalent 30 Hours (a) Doctorate

10 Months (39 weeks)

1	\$32,883	\$36,348	\$36,648	\$36,948	2	35,593	39,516	39,816	40,116	3	37,430		
	41,789	42,089	42,389	4	39,214	44,005	44,305	44,605	5	41,049	46,215	46,515	
	46,815	6	42,892	48,495	48,795	49,095	7	44,737	50,700	51,000	51,300	8	46,515
	52,978	53,278	53,578	9	48,350	55,189	55,489	55,789	10	52,931	61,581	61,881	
	62,181	11	-----	-----	62,281	62,581							

12 Months (52 Weeks)

1	\$40,471	\$44,735	\$45,112	\$45,488	2	43,806	48,635	49,011	49,388	3	46,067		
	51,433	51,809	52,186	4	48,263	54,160	54,537	54,913	5	50,521	56,880	57,256	
	57,633	6	52,790	59,685	60,062	60,438	7	55,062	62,400	62,778	63,153	8	57,249
	65,203	65,579	65,956	9	59,508	67,925	68,301	68,678	10	65,146	75,792	76,161	
	76,530	11	-----	-----	76,654	77,023							

(SALARY VARIATIONS)

Includes: Music Therapists, Occupational Therapists, Physical Therapists, Psychologists, School Social Workers, Senior Teachers, Teacher Guidance Counselors, Teacher Consultants, Teacher Coordinator-Team Leaders and Classroom Teachers.

For Senior Teachers, Auditorium Teachers, School Social Workers, Psychologists, Music Therapists, Physical Therapists, Occupational Therapists, Teachers of the Speech and Language Impaired, Special Education Teachers and Teacher Consultants (E.M.I., T.M.I., L.D., P.O.H.I., H.I., V.I.) add \$125 at each step for 10-month employees and \$153.85 for 12-month employees.

For Teachers and Teacher Consultants of the Emotionally Impaired, add \$225 at each step for 10-month employees and \$276.92 for 12-month employees.

For Day Trade Teachers in Special Education Schools add \$125 at each step.

(a) Master's Plus 30 Hours salary level is to be used for those who hold a Juris Doctor

Degree.

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INSTRUCTIONAL SUPPORT PERSONNEL 1999-2000

Less Than Master's (or) Master's Plus Earned Step Master's Equivalent 30 Hours (a) Doctorate

10 Months (39 weeks)

1 \$32,883 \$36,348 \$36,648 \$36,948 2 35,593 39,516 39,816 40,116 3 37,430
41,789 42,089 42,389 4 39,214 44,005 44,305 44,605 5 41,049 46,215 46,515
46,815 6 42,892 48,495 48,795 49,095 7 44,737 50,700 (c) 51,000 51,300 8
46,515 52,978 53,278 53,578 9(b) 48,350 55,189 55,489 55,789 10(c) 52,931
61,581 61,881 62,181

12 Months (52 Weeks)

1 \$40,471 44,735 45,112 45,488 2 43,806 48,635 49,011 49,388 3 46,067
51,433 51,809 52,186 4 48,263 54,160 54,537 54,913 5 50,521 56,880 57,256
57,633 6 52,790 59,685 60,062 60,438 7 55,062 62,400 (c) 62,778 63,153 8
57,249 65,203 65,579 65,956 9(b) 59,508 67,925 68,301 68,678 10(c) 65,146
75,792 76,161 76,530

(SALARY VARIATIONS)

Includes: Attendance Officers/Agents, Audiologists, Day Trade Teachers, Nurses, School-Community Agents, Social Work Assistants, Speech/Language Pathologists.

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

(a) Master's Plus 30 Hours salary level is to be used for those who hold a Juris Doctor Degree.

(b) Attendance Agents, Day Trade Teachers and School-Community Agents are eligible through Step 9.

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

(d) For Day Trade Teachers in special education schools, add \$125 at each step.

(e) Audiologists and Speech/Language Pathologists have salary capped at 7th Step until the teaching certificate is earned.

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INSTRUCTIONAL PERSONNEL 2000-2001

Less Than Master's (or) Master's Plus Earned Step Master's Equivalent 30 Hours (a) Doctorate

10 Months (39 weeks)

1 \$32,238 \$35,635 \$35,935 \$36,235 2 34,895 38,741 39,041 39,341 3 36,696
40,970 41,270 41,570 4 38,445 43,142 43,442 43,742 5 40,244 45,309 45,609
45,909 6 42,051 47,544 47,844 48,144 7 43,860 49,706 50,006 50,306 8 45,603
51,939 52,238 52,538 9 47,402 54,107 54,407 54,707 10 50,978 58,494 58,794
59,094 11 ----- 59,194 59,494

12 Months (52 Weeks)

1 \$39,678 \$43,858 \$44,227 \$44,597 2 42,947 47,681 48,050 48,420 3 45,164
50,424 50,794 51,163 4 47,317 53,098 53,467 53,836 5 49,531 55,765 56,134
56,503 6 51,755 58,515 58,884 59,254 7 53,982 61,176 61,545 61,914 8 56,127
63,924 64,294 64,663 9 58,341 66,593 66,962 67,332 10 62,743 71,993 72,362
72,731 11 ----- 72,854 73,223

INSTRUCTIONAL PERSONNEL 2000-2001

from

not available

District of the City of Detroit.

salary figures were

At press time,

the School

(SALARY VARIATIONS)

Includes: Music Therapists, Occupational Therapists, Physical Therapists, Psychologists, School Social Workers, Senior Teachers, Teacher Guidance Counselors, Teacher Consultants, Teacher Coordinator-Team Leaders and Classroom Teachers.

For Senior Teachers, Auditorium Teachers, School Social Workers, Psychologists, Music Therapists, Physical Therapists, Occupational Therapists, Teachers of the Speech and Language Impaired, Special Education Teachers and Teacher Consultants (E.M.I., T.M.I., L.D., P.O.H.I., H.I., V.I.) add \$125 at each step for 10-month employees and \$153.85 for 12-month employees.

For Teachers and Teacher Consultants of the Emotionally Impaired, add \$225 at each step for 10-month employees and \$276.92 for 12-month employees.

For Day Trade Teachers in Special Education Schools add \$125 at each step.

(a) Master's Plus 30 Hours salary level is to be used for those who hold a Juris Doctor

Degree.

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INSTRUCTIONAL SUPPORT PERSONNEL 2000-2001

INSTRUCTIONAL SUPPORT PERSONNEL 2000-2001

Less Than Master's (or) Master's Plus Earned Step Master's Equivalent 30 Hours (a) Doctorate

10 Months (39 weeks)

1 \$32,238 \$35,635 \$35,935 \$36,235 2 34,895 38,741 39,041 39,341 3 36,696
40,970 41,270 41,570 4 38,445 43,142 43,442 43,742 5 40,244 45,309 45,609
45,909 6 42,051 47,544 47,844 48,144 7 43,860 49,706 (e)50,006 50,306 8
45,603 51,939 52,238 52,538 9(b) 47,402 54,107 54,407 54,707 10(c) 50,978
58,494 58,794 59,094

12 Months (52 Weeks)

1 \$39,678 \$43,858 \$44,227 \$44,597 2 42,947 47,681 48,050 48,420 3 45,164
50,424 50,794 51,163 4 47,317 53,098 53,467 53,836 5 49,531 55,765 56,134
56,503 6 51,755 58,515 58,884 59,254 7 53,982 61,176 61,545 61,914 8 56,127

63,924 64,294 64,663 9(b) 58,341 66,593 66,962 67,332 10(c) 62,743 71,993
72,362 72,731

from

not available

District of the City of Detroit.

salary figures were

At press time,

the School

(SALARY VARIATIONS)

Includes: Attendance Officers/Agents, Audiologists, Day Trade Teachers, Nurses, School-Community Agents, Social Work Assistants, Speech/Language Pathologists.

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

(a) Master's Plus 30 Hours salary level is to be used for those who hold a Juris Doctor Degree.

(b) Attendance Agents, Day Trade Teachers and School-Community Agents are eligible through Step 9.

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

(d) For Day Trade Teachers in special education schools, add \$125 at each step.

(e) Audiologists and Speech/Language Pathologists have salary capped at 7th Step until the teaching certificate is earned.

DFT/SDCD Agreement (7/1/99-6/30/02) 79

INSTRUCTIONAL PERSONNEL 2001-2002

from

not available

District of the City of Detroit.

salary figures were

At press time,

the School

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INSTRUCTIONAL SUPPORT PERSONNEL 2001-2002

from

not available

District of the City of Detroit.

salary figures were

At press time,

the School

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COUNSELORS (Promoted) (Promoted) 10 Months (39 Weeks)

1999-2000

Step Annual Bi-Weekly

Master's \$61,829 \$3,170.73

Master's Plus 30 Hours 62,543 3,207.34

Earned Doctorate 62,849 3,223.04

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

Counselors directed in writing by administration to work in school before the first day of the school year or after the last day of the school year shall be paid at their regular daily rate of pay.

The requirement of a written directive does not apply when all counselors are scheduled to work before the first day or after the last day.

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

1. RE-EMPLOYMENT OF DETROIT TEACHERS

a. Salary Rate

A teacher** who resigns and subsequently is re-employed by the District shall be re-employed as a probationary teacher but shall be given experience credit up to the salary step to which his/her previous Detroit experience entitles him/her or, if it is greater, to the salary step to which he/she is entitled as a result of his/her combined Detroit and other teaching experience within the limits of No. 2 below.

b. Restoration of Sick Leave Bank

At the end of the one year of successful re-employment by the District and upon completion of each subsequent year of re-employment, the sick leave bank of such returning teacher shall be restored in annual amounts equal to the number of days which remained in the teacher's sick leave bank at the time of last resignation divided by the number of years during which the teacher was not employed in the Detroit Public Schools. Restoration of sick leave in this manner shall continue until all the sick days have been restored.

2. OUTSIDE TEACHING EXPERIENCE

New teachers shall be allowed credit on the salary schedule for up to eight years outside teaching experience. Credit is granted only if at the time the teaching service was rendered the teacher met the present Detroit minimum requirements for contract status.

**A teacher who has previously achieved tenure in Detroit will not be put on probation but will immediately be placed on tenure at the salary step as described in this section. Refer to Michigan Tenure Act, as amended.

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

One year's credit on the salary schedule is allowed for 180 days of substitute service in the Detroit Public Schools. The maximum allowance for such substitute teaching is granted on the same basis as credit is granted for outside teaching service upon subsequent approval for contract status.

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

3. ANNUAL SALARY

Assignments made for other than 39 weeks will be at a proportionate annual salary.

4. ADVANCED DEGREE — SALARY DIFFERENTIAL

Beginning with the 1999-2000 school year, 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-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.

Beginning with the 1999-2000 school year, all new hires, and current employees who have earned ten (10) or fewer hours towards a degree beyond the current level, will only become eligible for movement on the salary schedule to the Master's, Master's Plus 30, or Doctoral schedules if they obtain additional education in the subject area of certification in area currently teaching. The Union and the District will agree on the defined subject areas for which the hours will be earned (e.g. elementary subjects).

5. TWO-YEAR MASTER'S PROGRAM

School social workers who have completed a required two-year Master's Degree or other instructional personnel who have completed a two-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 years of supervised work in an approved social agency in addition to the usual academic requirements.) The Juris Doctor shall be paid at the M.A. plus 30 schedule.

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6. MASTER'S PLUS 30 HOURS

A teacher with eleven or more years credit on the salary schedule shall move directly to the maximum salary step of the M.A. plus 30 or the doctorate schedule on the next regular pay period following application (Form 4005) and presentation of satisfactory proof of having completed the necessary requirements for receipt of such advanced preparation differential.

7. SUPER STEPS

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

Advancement beyond Step 10 or 11 will occur after at least three (3) years of satisfactory performance at Step 10 or 11 and at least three (3) years of satisfactory performance up to the fourth step in this section.

Participation in professional development activities as designed jointly by the Union and the School District of the City of Detroit.

Minimum of 21 hours towards advanced degree in subject area of certification in area currently teaching. The Union and the District will agree on the defined subject areas for which the hours will be earned (e.g. elementary subjects).

Meets attendance criteria according to the *School District of the City of Detroit Attendance Standard* (96%).

Designed certification programs through national professional organizations (such as the National Board for Professional Teaching Standards) or certification programs with universities in specific subject areas.

b. Beginning with the 1999-2000 school year, all new hires, and current employees who have earned ten (10) or fewer hours towards a degree beyond the current level, will only become eligible for movement on the salary schedule to the Master's, Master's Plus 30, or Doctoral schedules if they obtain additional education in the subject area of certification in area currently teaching. The Union and the District will agree on the defined subject areas for which the hours will be earned (e.g. elementary subjects).

8. SALARY VARIATIONS

Apprentice training teachers who have had the required apprenticeship and journeyman experience may be inducted at the sixth salary step.

The salary schedule for TV producer-director and junior communications assistant is the same as through Step 9 of the salary schedule.

All salary adjustments afforded to the DFT unit for the 1999-2000 and the 2000-01 and 2001-02 school years will be applied to the Assistant Attendance Officers wages and rates for the same time period.

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An attendance agent who attains classroom teacher qualifications 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-month employees shall accrue vacation days at the rate of .847 day per pay period for a maximum of 22 days per year.

The salary schedule for attendance agents and community agents is the same as through Step 9 of the salary schedule. Attendance agents who have earned at least 18 semester or 27 quarter hours' credit beyond the B.A. degree from an accredited college or university in a planned course of study directly related to their professional development shall advance through Step 10 of the salary schedule.

School-Community Agents may use earned vacation days during the fiscal year earned or during the 18 months following the fiscal year in which earned.

In the event of termination of a project under which School-Community Agents are funded, the released agents will have priority for employment in related positions for which the agents are particularly suited because of their training and/or District experience.

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.

All day trade teachers, hired to teach reimbursable vocational education courses in the Detroit Public Schools, shall receive annual increments through the ninth step of the salary schedule, providing they make satisfactory progress on the improvement and validation of the Michigan Vocational Education Certificate required. Day trade teachers who earn a Bachelor's Degree, qualify for a Michigan Secondary Provisional Certificate and are granted a Detroit teaching contract, shall then progress in regular fashion on the teacher salary schedule. This provision is not retroactive. (Job and certification requirements will be printed once each semester in the **Principal's Notes.**)

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

Newly hired teachers who are in critical shortage areas and who are properly certificated may be placed up to four (4) steps above the beginning salary step.

MICROCOMPUTER TECHNICIANS

Effective the 1994 school year, the following provisions will apply to persons employed as Microcomputer Technical Assistants.

No. of Weeks in Payroll: 52

Payroll Rate Period: Daily

DFT/SDCD Agreement (7/1/99-6/30/02) 85

Salary Rates:

1999-2000

Annual \$52,693 Biweekly \$2,021.14

Vacation Accrual: Vacation time shall be accrued on the following scale:

0-1 year — Vacation time to be earned at a rate of 1 week per year

— 0.19 per bi-weekly pay period.

1-4 years — Vacation to be earned at rate of 2 weeks per year —

0.38 per biweekly pay period.

5-14 years — 3 weeks/year — 0.57/biweekly pay period.

15-19 years — 4 weeks/year — 0.76/biweekly pay period.

20 years + — 5 weeks/year — 0.95/biweekly pay period.

Sick Time Accrual: Twelve days per year.

Individuals who begin either their employment with the district or service at any time after the first pay period of a new school year, will have their sick days prorated.

Unused sick days may be banked up to a limit of one hundred (100). Provisions for sick leave shall be the same as those of contract teachers.

AUDIOLOGIST B

Holds a Master's Degree in Audiology and the Certificate of Clinical Competency in Audiology, but no Teaching Certificate.

Individuals meeting these qualifications will be placed on the DFT salary schedule; be eligible for work experience credit up to six (6) years; have salary capped at the 7th step until the Teaching Certificate is earned.

SPEECH/LANGUAGE PATHOLOGIST

Hold a Master's Degree in Speech/Language Pathology and Certificate of Clinical Competency in Speech, but no Teaching Certificate.

Individuals meeting these qualifications will be placed on the DFT salary schedule; be eligible for work experience credit up to six (6) years; have salary capped at the 7th step until the Teaching Certificate is earned.

STAFF DEVELOPMENT SPECIALIST

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

9. MILEAGE

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

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

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

10. PROMOTION AND INCREMENTS

Annual increments will be effective the first day of the first semester or the first day of the second semester, whichever is closer to date of regular contract employment or promotion.

11. LONGEVITY BONUS

A. All employees who, as of June 30 in any year, have completed 15 or more years of service as full-time employees of the Detroit school system (and are on the payroll November 1) shall receive \$250 added pay. This shall be paid as a lump sum each December on a special payroll.

B. Beginning the 1994-95 school year JPTA Nurses shall be eligible for the longevity bonus.

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

12. 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 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.

SUBSTITUTE SERVICE RATES

A. Emergency Substitutes CLASS 1. (9000 and 9160) Limited emergency substitutes (ES) shall be defined as substitutes who have not been selected for Class 2.

Emergency substitutes classified as Class 1 who are available five days per week and who are willing to serve in any school in the system as assigned shall be given employee only health insurance.

An Emergency Substitute on Direct Call (ESDC) shall be defined as a limited emergency substitute who is assigned to one or more schools at the option of the District. Nothing contained herein shall obligate the District to continue to maintain such a classification.

1999-2000

Step Per Day

1 179 or fewer days' service	\$102.15
2 180 to 359 days' service	107.00
3 360 or more days' service.	111.92

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1999-2000

Step Per Day

1 179 or fewer days' service	\$102.15
2 180 to 359 days' service	107.00
3 360 or more days' service.	111.92

CLASS 2. (9130) Regular emergency substitutes (RES) shall be defined as substitutes 1) who are fully certificated, and 2) who are available five days per week, and 3) who are willing to serve in any school in the system as assigned. They shall be assigned work each day school is scheduled to be in session for students, according to the following schedules:

- a. Approximately 250 teachers in this group shall be offered daily employment beginning about the second week of the fall semester and ending about one week before the end of the school year.
- b. Approximately 300 additional teachers shall be offered daily employment beginning approximately November 1 and ending approximately May 1.

Representatives of the District and the Union shall meet monthly to examine the reports of substitute service. Based on need, the above numbers shall be increased or decreased by the District in consultation with the Union. Duration of employment of any individual in this category is at the discretion of the District and notice of layoff will be given in accord with Article XII, Section D, Layoff of ESRPs. Laid off Class 2 substitutes are eligible for Class 1 service.

During the period of their employment as Class 2 substitutes and for one month following the month of their layoff, regular emergency substitutes shall be eligible for the District subsidized health insurance or dental insurance for the employee only. They shall have the option to purchase full family health insurance coverage at the group rate during that period if they choose health coverage for themselves.

Laid off contract teachers are to be offered the above Class 2 assignment in the reverse order of layoff, following the seniority provisions in Article XII, Section F, 1 and 2. Acceptance or refusal of a Class 2 assignment shall not affect the contract teacher's place on the recall list.

CLASS 2. (9130)

1999-2000

Step Per Day

1 179 or fewer days' service	\$119.78
2 180 to 359 days' service	124.74
3 360 or more days' service.	129.75

B. Emergency Substitutes in Regular Positions (ESRPs)

CLASS 3. (9500 — Non-Certified ESRPs) Emergency substitutes in regular positions in this class qualify under the Michigan State Certificate Code for 90 day permits.

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1999-2000

Step Daily Biweekly

1 179 or fewer days' service	\$122.31	\$1,223.14
2 180 to 359 days' service	130.90	1,309.04
3 360 or more days' service	139.50	1,395.02

A differential of \$6.41 and \$11.54 respectively is added to the biweekly pay at each salary step of ESRPs in positions described in Appendix A.

CLASS 4. (9500 — Certified ESRPs) Emergency substitutes in regular positions in this class are regularly certificated under the Michigan State Certification code or have one year special permits.

1999-2000

Step Daily Biweekly

1 179 or fewer days' service	\$168.63	\$1,686.30
2 180 to 359 days' service	182.53	1,825.25
3 360 or more days' service	191.95	1,919.46

A differential of \$6.41 and \$11.54 respectively is added to the biweekly pay at each salary step of ESRPs in positions described in Appendix A.

(1) Non-certificated Emergency Substitutes in Regular Positions are those who qualify under the Michigan State Certification Code for 60 and 90 day permits.

(2) Certificated Emergency Substitutes in Regular Positions are those who are fully certificated under the Michigan State Certification Code or have one-year permits.

ESRP Teachers with Vocational Certification are eligible for related work experience salary credit in lieu of Detroit service.

ESRP Auditorium and Special Education Teachers, at each step, \$6.41 additional biweekly (\$5.90 biweekly for 12-month employees).

ESRP Teachers of Emotionally Impaired classes, at each step, \$11.54 additional biweekly (\$10.62 biweekly for 12-month employees).

B. OTHER SALARY SCHEDULES AND FORMULAS

**SUMMER SCHOOL AND OTHER HOURLY RATES PER HOUR
ACCOMPANISTS (10 Months, 39 Weeks)**

The increase in salary of Accompanists shall be the same percentage increase as the percentage increase in the B.A. minimum.

1999-2000

Step Annual Biweekly

1	\$29,682	\$1,522.14
2	30,908	1,585.01
3	32,111	1,646.74
4	33,323	1,708.89
5	34,537	1,771.13

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For certified persons with at least a Bachelor's degree in primary positions, working twenty (20) or more hours per week, the following schedule shall be applied.

ADULT EDUCATION TEACHERS (Certified) (Hourly Rates)

1999-2000

Step B.A. M.A.

1	\$25.26	\$27.92	2	27.28	30.34	3	28.63	32.07
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ADULT EDUCATION TEACHERS — TEACHER-IN-CHARGE (Hourly Rates)

1999-2000

Step B.A. M.A.

1	\$26.95	\$29.78	2	29.10	32.36	3	30.54	34.21
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JROTC INSTRUCTORS (39 Weeks) 10-month

1999-2000

Step Annual Biweekly

1	\$28,233	\$1,447.85
2	.....	31,597	1,620.36
3	.....	35,255	1,807.95
4	.....	37,767	1,936.77
5	.....	40,943	2,099.66

JROTC ASSISTANT INSTRUCTORS (39 Weeks) 10-month

1999-2000

Step Annual Biweekly

1	.....	\$27,721	\$1,421.58
2	.....	29,260	1,500.49
3	.....	32,640	1,673.85
4	.....	34,839	1,786.64
5	.....	37,212	1,908.29

JROTC (Drill Team)

Coach — Drill Team, Color Guard, or Rifle Team.

1999-2000

\$2,472

JROTC instructors who coach a drill team, color guard, or a rifle team will be paid at the same rate as softball coaches.

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Assistant Attendance Officers

1999-2000

Biweekly Annually

Minimum \$690.42 \$13,463

Maximum 798.37 15,568

NON-PUBLIC SCHOOL TEACHERS

For certified persons with at least a Bachelor's degree in primary positions, working a minimum of twenty (20) hours per week the following pay scale shall be applied.

1999-2000

Step B.A. M.A.

1 \$25.26 \$27.92

2 27.28 30.34

REGISTERED NURSES

Salaried registered nurses (orthopedic and Medical Office) shall be placed on Steps 1-10 of the teachers' B.A. salary schedule. If they possess the identified degrees, they shall be paid on the teachers' M.A. salary schedule.

Salaried Registered Nurses who have completed at least one year at the seventh (7th) step will advance to step eight (8) in the 1990-91 school year.

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.

After 11 years of service, longevity pay at the rate of \$300 annually for 52 week employees and pro-rated proportionately for less than 52 week work schedules, will be paid on a bi-weekly basis.

Beginning the 1994-95 school year summer hourly rates for registered nurses will be the same as the summer hourly rate for teachers.

ES REGISTERED NURSES (Daily Rate)

Salary shall be 1/195 of the minimum annual salary.

NURSES

JTPA nurses shall be placed on the adult education salary schedule.

- A. JPTA Nurses shall be eligible for the longevity bonus.
- B. JPTA Nurses shall be included in the District life insurance program.

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WORK STUDY ASSISTANTS

Step 1999-2000

1 \$31,881 2 33,961 3 36,039

HOURLY CLASSIFICATIONS Summer/Evening School and Hourly Rated Personnel

PER HOUR 1999-2000

Accompanist, Hourly, Summer School \$22.48
Assistant Attendance Officer 10.62
Counselor (Promoted) Hourly,

Summer School 25.26
Educational Technician, Hourly,

Summer School	19.68
ES Educational Technician	19.68
Micro-Computer Technician	25.26
Music Therapist	25.26
Non-Public School Teacher	25.26
Nurse, Registered, Summer School	25.26
Occupational Therapist	25.26
Physical Therapist	25.26
Psychologist	25.26
School Social Worker	25.26
Social Work Assistant	25.26
Special Instructor	25.26
Teacher	25.26
Teacher-Consultant	25.26
Teacher-Guidance Teacher	25.26
Teacher Remedial Instruction	25.26
Teacher, Hourly, Summer School	25.26
Teacher-In-Charge	25.95
Team Leader (MDTA)	21.53
Work Study Assistant, Hourly	24.91

WORKSHOP RATE (Outside Regular School Hours)

PER HOUR 1999-2000

Assistant Attendance Officer	\$ 8.75
Educational Technician	11.11
Teacher	20.82

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.

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Teachers in both the Girls' and Boys' Interscholastic Athletic Programs are obligated to coach at least one sport each semester (two 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 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:

1. Other District bargaining unit members except OSAS bargaining unit members from the school staff.
2. Other DFT bargaining unit members from other schools.

3. Other District bargaining unit members except OSAS bargaining unit members from other schools.

4. Non-District employees from an eligibility pool established from individuals who meet the following requirements:

- a. Have completed regular District requirements for physical examination, finger printing, TB testing, etc.;
- b. Have completed the MHSAA "PACE" (Program for Athletic Coaches Education) training; and
- c. Have complied with the provisions of Section I-C of the Agreement.

SALARY SCHEDULE Interscholastic Athletic Program

RATES PER SEASON 1999-2000

Baseball Coach	\$2,472
Basketball Head Coach	3,503
Basketball Assistant Coach	2,060
Cheerleader Coach	3,503
Cross Country Coach	1,647
Field Hockey Coach	2,472
Football Head Coach	3,503
Football Assistant Coach	2,060
Golf Coach	1,647
Softball Coach	2,472
Swim Coach	2,472
Tennis Coach	1,647
Track Coach	2,888
Volleyball Coach	2,472
Academic Games	2,472
Dance Teachers	2,472
Music Education	4,472

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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 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.

DANCE TEACHERS

Specific guidelines for dance teachers:

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

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

TEACHES 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.

— Beginning with the 1993-94 school year, 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

— It is agreed that if more coaches participate than there are paid positions assigned to that school, the stipend(s) will be shared equally.

— The stipend will be equal to that of softball coaches and will be paid at the end of the school year.

C. Attendance Incentives*

In the interest of improving attendance of classroom teachers, the District will establish a **Program** to reward the regular classroom teachers having excellent attendance.

1. The program shall be continued with the present language.
2. Regular classroom teachers whose attendance has a direct effect on the amount of substitute service needed shall be eligible.

**"PERFECT ATTENDANCE" shall include any days used as designated under Article XV, B.7 and XV, E.2 and 3, except that XV, E.3.g. shall be excluded for purposes of attendance program.

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3. At the end of the one-year period an analysis or study will be made to determine its cost effectiveness. Based on the results of the study, the District will announce its intention to either continue or discontinue the Attendance Incentive Program.

4. The District will continue the present sick leave provision as provided in Article XV, Section B, Sick Leave, Item 9. Additional incentive will be provided for persons accumulating an excess of seventy (70) days but not more than 200 days in their sick banks. One-fifth (1/5) of the daily rate will be paid for the next seventy (70) days and one-fourth (1/4) of the daily rate for the next sixty (60) days.

5. An annual bonus will be provided for persons not absent more than four (4) days during the regular school year according to the following:

Days Absent Annual Bonus

0 \$300.00 Over 0 to 2 200.00 Over 2 to 4 150.00

6. Persons having perfect attendance for two (2) consecutive years may have an option to use three (3) days from their sick bank during Christmas, Winter or Spring Break and be paid at their regular daily rate. **Employees may select either Option five (5) or six (6) but not both in the same year.**

D. Statement of Policy for Maternity

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

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

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

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

1. Requirements for Continued Work

a. The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.

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b. In order to provide for maximum continuity of instruction, the employee is expected to inform her administrator in writing of the tentative dates of leaving

and returning as soon as possible after her condition is confirmed. Notification of tentative days shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.

c. An employee may continue work in her current assignment provided that the employee shall submit Form 4306, Medical Office Physician Certificate — Maternity (Only) from her personal physician which shall certify the anticipated date of delivery; and that she is able to work in her current assignment; and further, provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

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

a. The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the employee's personal physician and confirmed by the District Medical Examiner that the employee is unable to work.

b. During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the District Medical Examiner.

c. An employee shall not move from any unpaid Leave of Absence status to paid disability absence status.

d. An employee shall not move from a disability absence to an approved absence without pay except that the employee may request an approved absence without pay within the last four (4) weeks preceding the end of a semester.

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

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

4. Requirements for Return to Work:

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

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b. During the period of absence because of disability or approved absence without pay of up to four (4) weeks, the employee's regular position will be held,

subject to the regular procedures for approved illness absence, and the regular procedures for approved absence without pay.

c. Regular conditions and provisions applicable to returns to active employment from illness absence, Leave of Absence for Illness, Leave of Absence for Personal Business or resignation shall apply.

5. Related Conditions:

a. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of Absence shall apply.

b. The decision of the District Medical Examiner is binding except that if an employee is not satisfied with the decision of the District Medical Examiner, as to his/her ability or disability for work, the employee may appeal the decision under the following conditions:

The District Medical Office shall provide a list of at least three appropriate specialists. The employee shall consult any one of those designated at his/her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.

c. The Office of Personnel may require a medical examination by the District Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

E. Professional Development

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

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Appendix F TEACHER PROFESSIONALISM AND SCHOOL GOVERNANCE

1. Empowerment/School-based Management (a-i)

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

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

b. Empowered schools may seek waivers of District policy, contractual language, and state or federal guidelines in order to implement programs that meet school level needs. A joint District/Union committee, with equal representation will be

established to receive and come to consensus on waiver requests of District policy, contractual language and state or federal guidelines. The joint committee will make recommendations regarding policy changes to the District and requests for waivers of contractual language to the DFT. Waivers granted by the DFT Executive Board will be for one year at a time.

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

d. Procedures for ongoing evaluation and improvement will be developed jointly.

e. An empowered school may agree to modify only the following provisions of the 1992-94 DFT/SDCD Collective Bargaining Agreement of District policies pertaining to the educational process in their own school:

1. Article III: Quality Integrated Education
2. Article X: Parent-Teacher Conferences
3. Article XVIII: Improvement of Program
 - A. School Organizations Plans
 - B. Testing
 - C. Handicapped Students (except for #3, ¶3)
 - D. Summer School Materials
 - E. Provision of Materials (except for ¶s 5-8)

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- F. Revisions of Materials
- G. In-service Training (except ¶s 1-3)
- I. Teacher Education
- J. Textbooks, etc. Review
- M. Librarians
- N. Television Teaching

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

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

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

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

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

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

Voting shall be by secret ballot.

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

A representative of the LSEC may also be present

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

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

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

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

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

2. Career Opportunity

The District and the Union agree to identify and structure levels of added responsibility to provide career opportunities for teachers within an overall framework that emphasize and assure continued classroom teaching responsibilities. A joint union/management committee will be identified not later than September 30, 1989 to develop the program. The com-

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mittee shall provide recommendations not later than March, 1990. Such additional opportunities shall be implemented not later than the 1990-91 school year.

3. Teacher Mentor Program

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

made at the end of 1989-90 school year for full-implementation during the 1990-91 school year.

4. Peer Review and Support

During the 1989-90 school year, the District and the DFT agree to develop a process of Peer Review and Support. The process must involve teachers in improving the performance of marginal or potential unsatisfactory teachers. A Peer Review and Support process will be developed and presented for implementation no later than June, 1990.

5. Inservice/Orientation for First-Year Teachers

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

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

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Appendix G

SCHOOL CALENDAR FOR 1999-2000

1999

Wednesday, Sept. 8, 1999DFT Bargaining Unit members report to school immediately after DFT Membership Meeting.

Thursday, Sept. 9, 1999Schools open for teachers and students. (Half day only for students.)

Thursday, Nov. 11, 1999Schools close at noon for Veterans'

Day observance.

Wednesday, Nov. 24, 1999Schools close at end of day for

Thanksgiving Break.

Thursday, Dec. 23, 1999Schools close at end of day for

Christmas Break.

2000

Monday, Jan. 5, 2000Schools reopen.

Monday, Jan. 17, 2000Schools closed for Martin Luther King, Jr.'s Birthday observance.

Friday, Jan. 28, 2000End of first semester. (No students on January 28.)

Monday, Jan. 31, 2000Second Semester begins.

Friday, Feb. 25, 2000Schools close at end of day for Winter Break.

Monday, March 6, 2000Schools reopen.

Friday, April 14, 2000Schools close at end of day for Spring Break.

Monday, April 24, 2000Schools reopen.

Monday, May 29, 2000Schools closed for Memorial Day observance.

Friday, June 23, 2000Last day of school for students.

Tuesday, June 27, 2000End of Semester. (Last day of school for teachers.)

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Appendix G

SCHOOL CALENDAR FOR 2000-2001

2000

Monday, Aug. 28, 2000Staff reports, full day of work.

Tuesday, Aug. 29, 2000Schools open for teachers and students. (Half day only for students.)

Thursday, Aug. 31, 2000Schools close at end of day for Labor Day weekend.

Tuesday, Sept. 5, 2000Schools reopen.

Friday, November 10, 2000Schools close at noon for Veterans'

Day observance.

Wednesday, Nov. 22, 2000Schols close at end of day for

Thanksgiving Break.

Monday, Nov. 27, 2000Schools reopen.

Friday, Dec. 22, 2000Schools close at end of day for

Christmas Break.

2001

Tuesday, Jan. 2, 2001Schools reopen.

Monday, Jan. 15, 2001Schools closed for Martin Luther

King, Jr.'s Birthday observance.

Friday, Jan. 19, 2001End of first semester. (No students
on January 19.)

Monday, Jan. 22, 2001Second Semester begins.

Friday, Feb. 23, 2001Schools close at end of day for

Winter Break.

Monday, March 5, 2001Schools reopen.

Thursday, April 12, 2001Schools close at end of day for Good

Friday and Spring Break.

Monday, April 23, 2001Schools reopen.

Monday, May 28, 2001Schools closed for Memorial Day
observance.

Thursday, June 14, 2001Last day of school for students.

Friday, June 15, 2001End of Semester. (Last day of school
for teachers.)

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Appendix G

SCHOOL CALENDAR FOR 2001-2002

2001

Monday, Aug. 27, 2001Staff reports, full day of work.

Tuesday, Aug. 28, 2001Schools open for teachers and students. (Half day only for students.)

Thursday, Aug. 30, 2001Schools close at end of day for Labor Day weekend.

Tuesday, Sept. 4, 2001Schools reopen.

Monday, November 12, 2001 . . .Schools close at noon for Veterans' Day observance.

Wednesday, Nov. 21, 2001Schols close at end of day for Thanksgiving Break.

Monday, Nov. 26, 2001Schools reopen.

Friday, Dec. 21, 2001Schools close at end of day for Christmas Break.

2002

Wednesday, Jan. 2, 2002Schools reopen.

Friday, Jan. 18, 2002End of first semester. (Half day only for students.)

Monday, Jan. 21, 2002Schools closed for Martin Luther King, Jr.'s Birthday observance.

Tuesday, Jan. 22, 2002Second Semester begins.

Friday, Feb. 22, 2002Schools close at end of day for Winter Break.

Monday, March 4, 2002Schools reopen.

Thursday, March 28, 2002Schools close at end of day for Good Friday and Spring Break.

Monday, April 8, 2002Schools reopen.

Monday, May 27, 2002 Schools closed for Memorial Day observance.

Thursday, June 13, 2002 Last day of school for students.

Friday, June 14, 2002 End of Semester. (Last day of school for teachers.)

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Appendix H

DFT HEALTH INSURANCE CONTRACT ADDENDUM

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

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

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

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

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

MVF-1 (Michigan Variable Fee) — pays the usual, customary and reasonable doctor charges for covered services, i.e., surgery, anesthesia, medical care, inpatient consultations, emergency first aid, etc. Physician agrees to accept BCBSM’s payment as payment in full when the check “Pay Doctor” box on claim form (this occurs with over 95% of claims paid).

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

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

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

\$3 PDP (Prescription Drug Program) — covers drugs which require a physician's prescription by Federal Law. The subscriber is liable for not more than a \$3 co-payment on each prescription.

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

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

104 DFT/SDCD Agreement (7/1/99-6/30/02)

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

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

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

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

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

COB-3 — coordination of benefits are applied to other Health Insurance benefits. The Standard COB tests are used to determine primary and secondary responsibility for claim payment.

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

DFT DENTAL INSURANCE CONTRACT ADDENDUM

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

A general description on benefit levels follows: 100% of Class 1A Benefits — Preventive, Diagnostic and Emergency Palliative Services; 85% of Class 1B Benefits — Radiographs, Oral Surgery, Restorative, Periodontic and Endodontic Services; 50% of Class II Benefits — Bridges, Partial and Complete Dentures; 50% of Class III Benefits — Orthodontic Services to age 19.

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

DFT/SDCD Agreement (7/1/99-6/30/02) 105

Appendix I

OFFICIALLY DESIGNATED INDUSTRIAL CLINICS

If you're injured on the job, go to one of the clinics listed below:

INDUSTRIAL CLINICS PROVIDER NETWORK Central:

Concentra 4220 Cass (313) 831-3130

Downriver:

Concentra 21107 Eureka Road,

Taylor (734) 287-3415

Downtown:

Primecare 1320 Wilkins (313) 393-2300

East:

Concentra 40732 Van Dyke (810) 977-3261

27070 Hoover Road,

Ste. B, Warren (810) 756-5800 2151 E. Jefferson (313) 259-7900

North:

Concentra 264 West Maple, Troy (248) 362-4616

Northwest:

Concentra 28196 Schoolcraft,

Livonia (734) 425-4600 34095 Plymouth,

Livonia (734) 513-2000 26185 Greenfield,

Southfield (248) 669-2040 Health South 20720 Plymouth Road (313) 835-4241
Northwest General 9600 Dexter Primecare 8830 W. McNichols (313) 862-9400

Southwest:

Primecare 901 W. Grand Blvd. (313) 894-3950

West:

Concentra Metro Airport Center,

Romulus (734) 955-7000 17500 Federal Drive,

Allen Park (734) 982-1370 6700 Middlebelt Road,

Romulus (734) 326-1180 34087 Plymouth Road

Livonia (734) 458-8369

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Appendix J

RECONSTITUTION OF STAFFS

(Letter of Understanding)

Pursuant to Article XII, Section E, paragraph 23 of the 1994-97 collective bargaining agreement between the School District of the City of Detroit (the "District") and the Detroit Federation of Teachers ("DFT"), the District and the DFT agree as follows:

1. In light of the extraordinary circumstances occasioned by section

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

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

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

4. Involuntary transfer pursuant to this section is not disciplinary.

Nothing shall be placed in a teacher's official personnel file indicating the teacher was involuntarily transferred from a school under the provisions of this agreement. For all purposes under the collective bargaining agreement such involuntary transfers will be regarded as "administrative transfers."

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

DFT/DBOE Agreement (7/1/97-6/30/99) 107

(9)

BANK SICK

days/ year

15

hrs.

hr./ 25

1

days/ year

15

days/ year

15

days/ year

15

days/ year

15

days/ year

15

days/ year

15

hrs

hr./ 25

1

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² per days per 1

days

²⁰ worked 3

Step.

Maximum

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BARGAINING

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DFT

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BENEFITS

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Guidance)

(Teacher Counselor Technician Educational (ES)

Substitute *Emergency Substitute

⁽⁵⁾ Emergency employees. hourly rated full-time

and salaried full-time

all to program vision-care full-family

comprehensive a provide shall District the year, school 1986-the Beginning —

CARE VISION employment. of years 2

first for coverage HMO receive will hires new all year school 95

CLASSIFICATION

Accompanist Educator Adult Agent Attendance Assistant

Agent/ Officer

Attendance Teacher Training Apprentice Teacher Auditorium (Promoted)

Counselor Teacher Trade Day (ES)

Substitute *Emergency days)

(Five (ESRP)

Position Regular *(

physician.) primary the from referral a without

OB/ GYN

an from care receive to female a ¹⁹⁹⁴⁻ allows program choice (Dual policies.

HMO all in available be shall Choice Dual —

98 ^{1997-10%} Effective

108 DFT/SDCD Agreement (7/1/99-6/30/02)

(9)

BANK SICK

worked hrs.

hr./ 25

1

days/ year

15

days/ year

12

days/ year

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hrs

hr./ 25

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days/ year

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days/ year

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days/ year

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days/ year

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days/ year

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BARGAINING

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CLASSIFICATION

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Substitute *(

physician.) primary the from referral a without

OB/ GYN

an from care receive to female a ¹⁹⁹⁴⁻ allows program choice (Dual policies.

HMO all in available be shall Choice Dual —

98 ^{1997-10%} Effective

Nurses JPTA specialist

Librarian/ Media

Technician Microcomputer Therapist Music Teacher School Non-Public

Therapist Occupational Teacher

On-Camera Therapist Physical Psychologist Nurse Registered Emergency
Regular employees. hourly rated full-time

and salaried full-time

all to program vision-care full-family

comprehensive a provide shall District the year, school 1986-the Beginning —

CARE VISION employment. of years 2

first for coverage HMO receive will hires new all year school 95

DFT/DBOE Agreement (7/1/97-6/30/99) 109

(9)

BANK SICK

days/ year

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days/ year

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days/ year

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days/ year

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days/ year

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days/ year

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days/ year

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hrs.

hr./ 25

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days/ year

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days/ year

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days/ year

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PRACTICE)

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BARGAINING

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DFT

Life Insurance

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BENEFITS

Dental-ee **Employ**

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CLASSIFICATION

Teacher Resource Instructor ROTC: Community School Worker Social School
Teacher Education Special Counselor Teacher Instructor Elementary Teacher:
Consultants Teacher *(

physician.) primary the from referral a without

OB/ GYN

an from care receive to female a ¹⁹⁹⁴⁻ allows program choice (Dual policies.

HMO all in available be shall Choice Dual —

98 ^{1997-10%} Effective

Asst.Instructor ROTC: (5)

Agent Teacher Senior Education Special

Special/ Vocational

Therapist Speech Secondary Teacher: employees. hourly rated full-time

and salaried full-time

all to program vision-care full-family

comprehensive a provide shall District the year, school 1986-the Beginning —

CARE VISION employment. of years 2

first for coverage HMO receive will hires new all year school 95

110 DFT/SDCD Agreement (7/1/99-6/30/02)

(9)

BANK SICK

days/ year

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Step.

Maximum

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amt.) / (yr^{vity} **Longe**

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BARGAINING

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Holidays

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DFT

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GUIDE

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BENEFITS

^{Dental-ee} **Employ**

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^{am.} **F Full Ins. Health**

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D, =

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Hourly A, =

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—

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& and Teachers Education Special Other annually \$1,000

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MA— MA

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200

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CLASSIFICATION

Assistants Study Work annually \$225

Consultants ⁵² Teacher Impaired Emotionally of

^{\$125} 48- Teachers ⁽¹⁾ (2) (3) (4) (5) (6) a provide shall District the year, school 1986-the Beginning CARE VISION

annually employees. hourlyrated full-time

and salaried

⁸⁷ full-time

all to program

— vision-care

(WSA)

See Article Insurance Life ESRP (10)

DFT/SDCD Agreement (7/1/99-6/30/02) 111

A.A.O. RESIDENCY

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

By their representatives' signatures below, the parties agree that, following the merger of the A.A.O. unit into the D.F.T. unit, all employees working in the A.A.O. job classification, now and in the future, must maintain residency within the limits of the City of Detroit as a condition of employment.

FOR THE UNION: FOR THE DISTRICT:

John M. Elliott Charles L. Wells, III Janna K. Garrison Rick Sale

Date: 4/22/99 Date: 4/23/99

112 DFT/SDCD Agreement (7/1/99-6/30/02)

**DPS/DFT POSITION STATEMENT ON APPOINTMENT OF HOURLY
TEACHERS IN ALTERNATIVE EDUCATION PROGRAMS**

TO CONTRACT POSITIONS

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

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

3. Staff who hold valid Michigan certificates with endorsements in areas not covered under North Central accreditation guidelines or in subjects which are not DPS eligibility/appointment areas, such as Psychology or Sociology, may be considered as "certified substitutes" in the K-12 program until North Central requirements are met.

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

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

DETROIT FEDERATION DETROIT BOARD OF OF TEACHERS EDUCATION:

John Elliott Charles L Wells, III

Date: 7/27/96 Date: 7/27/99

DFT/SDCD Agreement (7/1/99-6/30/02) 113

LUMP SUM PAYMENTS

**Letter of Agreement Between The School District of the City of Detroit
And Detroit Federation of Teachers**

By their representatives' signatures below, the parties agree to amend the current collective bargaining Agreement as indicated below.

Beginning with the 1999-2000 school year, all premium payments as specified below, heretofore added to employees base salary pay based on specific eligibility criteria (known as "add-ons"), will be paid in one lump sum to be paid after June 30 and before August 1 of that calendar year.

These "add-ons" will include advanced degree differentials (beyond the MA degree level), stipends for special job classifications, certain certifications, and all longevity allowances as set forth in Attachment A.

Lump sum payments now scheduled to be paid from July 1, 1999 to June 30, 2000 will be paid as scheduled.

Pro-rated payment of advanced degree differentials (MA + 30 and Ph.D.), currently pro-rated in regular bi-weekly pachecks will cease as of June 30, 1999 and will begin as of July 1, 1999 to be paid as part of the "add-on" payments scheduled for July 1 to August 1, 2000.

FOR THE UNION: FOR THE BOARD:

John M. Elliott Charles L Wells, III

Date: July 16, 1999

114 DFT/SDCD Agreement (7/1/99-6/30/02)

LUMP SUM PAYMENTS

Detroit Federation of Teachers Add-Ons Covered by the July 16, 1999

Letter of Agreement Between The School District of the City of Detroit

And Detroit Federation of Teachers

Certifications

Per DFT Contract:

Auditorium Teachers, Senior Teachers, Music Therapists, School Social Workers, Psychologists, Physical Therapists, Occupational Therapists, Teachers of Speech and Language Impaired, Special Education Teachers and Teacher Consultants (EMI, TMI, LD, POHI, HI and VI).

10 months \$125 annually 12 Months \$154 annually

Teachers and Teacher Consultants of the Emotionally Impaired **10 months \$225 annually 12 Months \$277 annually**

Day Trade Teachers in Special Education Schools also receive **\$125 annually.**

Teacher Coordinator — Team Leader received **\$1,000 annually.**

Longevity

For 10 month Accompanist and Registered Nurses both regular and ESRP status with completion of eleven (11) years of Board Service receive \$250 annually; for 12 month Registered Nurses \$300 annually. All others (i.e., Teacher, Social Worker, etc.) receive \$250 annually.

Advanced Degrees — over Masters Rate (Salary)

MA + 30 — Step 1-10 \$300 \$369 MA + 30 — Steps 11 + 700 862 Doctorate — Steps 1-10 600 738 Doctorate — Steps 11 + 1,000 1,231

DFT/SDCD Agreement (7/1/99-6/30/02) 115

COMMITMENT TO THE PRINCIPALS OF RECONSTITUTION OF LOW PERFORMING SCHOOLS

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

By their representatives' signatures below, the parties herein make a commitment to the principles of *Redesigning (Reconstitution) Low Performing Schools*.

A joint committee shall be formed by a date certain to discuss the implementation of *Redesigning (Reconstitution) Low Performing Schools*.

All agreements reached by the parties will be effective from that date.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

116 DFT/SDCD Agreement (7/1/99-6/30/02)

RECONSTITUTION OF SCHOOLS

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

Pursuant to Article XII, Section E, paragraph 25* of the 1997-99 collective bargaining agreement between the School District of the City of Detroit and the Detroit Federation of Teachers ("DFT"), the School District of the City of Detroit and DFT agree as follows:

1. In light of the extraordinary circumstances occasioned by section

1280 of the revised School Code, MCLA 380.1280, relating to accreditation of schools by the Department of Education ("Department"), after: (a) a school has been declared unaccredited by the Department for two consecutive years, or (b) a school fails to meet district performance indices and attendance targets for two (2) consecutive years (c) reasonable supplemental services and programs have been provided by the school district to the school, its students, their parents and the school staff, and (d) consideration of other reasonable alternatives, the chief Executive Officer may close the school and declare all positions vacant.

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

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

4. Involuntary transfer pursuant to this section is not disciplinary.

Nothing shall be placed in a teacher's official personnel file indicating the teacher was involuntarily transferred from a school under the provisions of this agreement. For all purposes under the collective bargaining agreement such as involuntary transfers will be regarded as "administrative transfers."

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

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

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

* Which states that "The Administration and the Union will develop procedures for unusual staffing requirements.

DFT/SDCD Agreement (7/1/99-6/30/02) 117

REVIEW OF HEALTH CARE BENEFITS

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

By their representatives' signatures below, the parties agree to review all health care benefits currently offered to the unit members.

A Joint Union-Management Committee of all signatories, including a third party consultant, who specializes in the area of employee benefits, shall be formed by a date to be agreed to by the Parties during the 1999-2000 school year. The third party consultant shall serve in an advisory capacity only. The joint committee shall only reach agreement on the specification of benefits. The benefits specified are to be equivalent in coverage and benefits presently offered to the unit members.

If the signatories cannot agree on the specified benefits, each party will present its proposal to a third party arbitrator who will be limited to the selection of the Union proposal or The District proposal.

Once the benefit package is defined, it will be bid by The District following its normal purchasing guidelines.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

118 DFT/SDCD Agreement (7/1/99-6/30/02)

CONDITIONS OF WORK FOR RETIRED TEACHERS

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

Pursuant to State Law, retired teachers may work full or part time in a regular position, as a mentor, or in relief of regular teachers participating in Professional Development activities.

Conditions of Work

- Can only be placed in critical shortage areas as identified by State

Superintendent of Education.

- Shall be certified to teach the subject they've been assigned.
- Former School District employees shall be placed on, but not higher than, Step 10 according to the degree held. If not former School District employees, maximum Step shall be Step 9.
- Shall not receive any benefit beyond salary except those required by law.
- Shall be considered to have zero seniority for purposes of calculating teacher service.
- Shall not be eligible for any leaves other than those proscribed by law.
- Shall not be eligible for assault pay.
- Evaluation will be based on requirements of the Teachers' Tenure Act.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

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JOB SHARING STUDENT TEACHING FOR ESRPs TUITION REIMBURSEMENT

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

During bargaining a successor Agreement to the July 1, 1997 to June 30, 1999 contract, the parties agreed to work cooperatively on a number of issues.

It was agreed that the agreement to cooperate did not have to be placed in the successor agreement, but only had to be placed in this Letter of Understanding.

Nothing contained in this Letter of Understanding is meant to negate or alter any existing contract language.

1. The parties agree to meet to discuss how programs authorizing *job sharing* (two) teachers sharing one (assignment) and *part time* (0.1 to 0.9) assignments could be initiated no later than the beginning of the 2000-2001 school year.
2. The parties agree to meet and try to coalesce with participating universities to discuss how student teaching requirements could be met while completing ESRP assignments.
3. All available information pertaining to tuition reimbursement programs will be shared with the Union.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

120 DFT/SDCD Agreement (7/1/99-6/30/02)

TEACHER APPEARANCE

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

Teacher appearance is to be in keeping with standards that do not adversely affect the educational process and which set a proper example for students.

A joint committee of Union and District representatives shall be convened to establish guidelines for professional staff appearance.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

DFT/SDCD Agreement (7/1/99-6/30/02) 121

ESSENTIAL PAPERWORK

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

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

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

122 DFT/SDCD Agreement (7/1/99-6/30/02)

SUPPLIES AND TEXTBOOKS

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

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

- Establish a procurement/debit card program.
- Enhance the computerization of the requisition and purchasing process.

- Expand direct shipments from vendors to the schools.
- Review the impact of the increased textbook and instructional supplies allocations for the 1999-2000 school year.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

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DIRECT DEPOSIT/FREQUENCY OF PAY

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

The parties will meet to discuss the implementation of direct deposit of pay to local banking institutions and frequency of pay.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

124 DFT/SDCD Agreement (7/1/99-6/30/02)

STUDENT CODE OF CONDUCT

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

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

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

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CLASS SIZE REDUCTION

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

It is the goal of the District to reduce K-3 class size to seventeen (17). To accomplish this, a comprehensive implementation study will be commissioned and a report thereon issued no later than March 1, 2000. The objective of the study will be to identify strategies to reduce class size in grades K-3. The study will include a cost and facility analysis. The Detroit Federation of Teachers will be asked to participate in this implementation study.

Due to current facility and resource limitations, all K-3 classes can not be reduced to seventeen (17) immediately. Based on a preliminary study, forty-four (44) elementary schools were identified as having a sufficient number of available classrooms to accommodate a reduction in class size ranging from twenty-five (25) to seventeen (17) students. The District will implement class size reduction in a minimum of twenty-two (50%) of these elementary schools during the 2000-2001 school year.

The District shall implement class size reductions in the remaining twenty-two (22) schools during the 2001-2002 school year.

In the interim, assistance inclusive of but not limited to the following shall be provided to address K-3 class size contingent upon available personnel and allocation of funds.

- Teacher service shall be allocated to schools who can accommodate

K-3 class size below thirty (30) with initial emphasis on grade 1.

- Teachers of K-3 classes with class size of thirty (30) to thirty-four (34) students shall be assigned either a full time aide, or ed tech.
- Teachers of K-3 classes with class size in excess of thirty-four students shall be assigned a full time aide, educational technician, or substitute teacher.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

126 DFT/SDCD Agreement (7/1/99-6/30/02)

INSTRUCTIONAL DAYS

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

All instructional days lost because of the work stoppage will be made up at the end of the 1999-2000 school year.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

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ELEMENTARY PREPARATION PERIODS

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

The parties have agreed to submit the issue of elementary school preparation periods to a tripartite binding arbitration panel. The terms of the arbitration are to be mutually agreed to by the parties.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

128 DFT/SDCD Agreement (7/1/99-6/30/02)

ANNUAL INCENTIVE BONUS

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

The parties acknowledge that during negotiations for a successor to the 1997-99 contract the School District of the City of Detroit has proposed (its Proposal No. 5) an annual bonus based on student performance, for bargaining unit members in schools where students meet the School District of the City of Detroit defined achievement levels and recognized standardized test.

The District withdrew this proposal relying on the District's belief that pursuant to Public Act No. 112, Public Acts of 1994, MCLA 423.215(h), the District may within its discretion initiate an incentive plan based on student performance as an experimental or pilot program.

The Union's signature solely serves as an acknowledgement of the District's withdrawal of its Proposal No. 5. The Union reserves its right to disagree with the District's interpretation of Public Act No. 112, MCLA 423.215 (h) and it does not waive any of its rights under the Collective Bargaining Agreement or law.

FOR THE SCHOOL DISTRICT OF THE CITY FOR THE UNION OF DETROIT:

John Elliott Charles L Wells, III

Date: 10/28/99 Date: 10/28/99

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