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6/30/97

AGREEMENT

between

THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF DETROIT

and the

DETROIT FEDERATION OF TEACHERS
LOCAL 231
American Federation of Teachers, AFL-CIO

Detroit Public Schools

July 1, 1994 — June 30, 1997

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**THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF DETROIT**

**Detroit Public Schools Center
5057 Woodward Avenue
Detroit, Michigan 48202
Phone 494-1000**

and the

**DETROIT FEDERATION OF TEACHERS
LOCAL 231**

**7451 Third Avenue
Detroit, Michigan 48202
Phone 875-3500**

American Federation of Teachers, AFL-CIO

JULY 1, 1994 — JUNE 30, 1997

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AGREEMENT

between

**THE BOARD OF EDUCATION OF 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, 1994, by and between THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DETROIT, hereinafter called "the Board," 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 Board shall be considered the employer for all contractual and statutory purposes.

WHEREAS, the Board 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 Board 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 Board which is responsible for the operation of the school system; and

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

WHEREAS, the Union has been duly elected by a majority of teachers as the exclusive representative of teachers for the purpose of dealing with the Board 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 Board 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
- 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
Senior Teachers
Social Workers
Special Education Teachers/Counselors
Speech/Language Pathologist
Speech Therapists
Teacher Consultants
TV Producer-Directors
Work Study Assistants

In addition to the above:

Adult Education Teachers
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.

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.

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

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

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

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

C. 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 Board who are members of the Union.

2. The Board 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 Board 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 Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

7. The Board 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 Board 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 Board to so inform shall not be a defense to any employee who has failed to comply with the provisions of this section. The Board shall continue to notify the Union of all new hires, and returns from absence or leave, and separations.

D. Political Action Deductions

The Board 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 Board policy, no person or persons, departments or divisions responsible to the Board 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 Board 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 Board, 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 Board and outlined in the 1968 Textbook Report, Publication 1-112, or its successor, prepared by School-Community Relations. See also the guidelines entitled "Treatment of Minorities and Women in Textbooks and Other Learning Materials."

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

B. Staff Integration

1. The Federation in cooperation with the Board 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 Superintendent in order to implement programs which will further racial integration of pupils.

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

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 1994-95, 1995-96, and 1996-97 school years.

2. a. Increase of 3% retroactive to July 1, 1994.
b. Increase of 3% effective July 1, 1995.
c. Increase of 3% effective July 1, 1996.
3. 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.
4. Date last check of year in December on 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.

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

The use of the two-day semester break shall be planned by the principal in consultation with the School Union Committee with no less than one full day reserved for teacher use in their own rooms for personal planning, individual reorganization, records, etc.

There shall be a two-day period at the end of the school year for teachers to complete records and other end-of-the-year activities.

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 Area Superintendent, such a plan shall be implemented.

D. Emergency Weather Conditions

The Board 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.

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

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 Area Superintendent, 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 Area Superintendent 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 Board 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. Early Dismissal

When middle or senior high school students are dismissed early, the feeder schools shall be notified. Dismissals which can be anticipated in advance should be coordinated.

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.

*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.

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 Board 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.

4. Reorganization of Classes, etc.

- a. From and after the 4th Friday in the fall and the 2nd Friday 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 Friday in the fall and the 2nd Friday 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 (½) 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 General Superintendent.

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 Board of Education 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 General Superintendent 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 General Superintendent and the Union, the Union may 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. 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.

D. 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.

E. 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.

F. Teacher Service

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

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. Providing professional service to the school and community for the purpose of assisting in the development and implementation of quality education in the Detroit Public Schools.

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, subject to approval by Area Superintendent. 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.

With approval of Area Superintendents, principals will determine the frequency of WEDNESDAY teachers' meetings in accordance with Article VII.

For two of these meetings each semester, school shall be dismissed one hour early and teachers shall remain an additional half hour as necessary.

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

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. In elementary and middle schools the regular school day for assigned teaching, planning, and consultation functions shall consist of not more than 6½ clock hours which shall include a lunch period.

2. In senior high schools the regular school day for assigned teaching, planning, and consultation functions shall consist of not more than 7¼ clock hours which shall include a lunch period. See also program in senior high school.

3. 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 Board except for temporary or illness placements as described above.

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 extra-curricular 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. 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.

For 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 Detroit Board of Education will provide the opportunity for Health and Physical Education teachers to secure and maintain CPR certificates. The Detroit Board of Education 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.).

The senior high school teaching program shall consist of teacher-pupil contact by each teacher of 275 minutes per day. This time shall be utilized for instructional periods and passing time between classes. Each high school teacher shall teach five 50-minute periods and supervise students during passing time between classes. Teachers shall not 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 the 275-minute requirement. 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.

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 50-minute period daily which shall be used for lunch.

Each high school teacher shall also have one 50-minute preparation period daily.

Each high school teacher shall also have a 50-minute duty period daily.

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.

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.

*Y designates Yearbook—N designates Newspaper.

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 Board has made a public commitment to hire additional teachers. The Board and the Union agree that the Board—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.

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.

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 at least 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 School 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 Board of Education 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 readmit 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 worker, school psychologist, attendance officer, a parent of the child.

Whether the teacher is present shall be determined by mutual agreement between the principal and the teacher. The teacher shall be provided a verbal statement of the results of the conference before the child is returned to class. A written statement of the result of the conference and/or adjustments will be given to the teacher as soon as possible, not to exceed 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 area superintendent 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 Superintendent and to the police all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. Upon request, a copy of the report will be given to the teacher.

In any reported assault case the Legal Affairs Office shall:

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, sixth 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 Superintendent is more severe than that which might be administered by a reasonable parent; which is cruel or excessive; which is more severe than indicated by the gravity of the offense, or the apparent motive and disposition of the offender; which is excessive with respect to the sex, size, or physical strength of the pupil; which results in lasting pain or injury; or which is administered wantonly or from malice or passion, is prohibited in 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 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 no later than the beginning of the 1990-91 school year.

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 General Superintendent.

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 General Superintendent 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 Area Review Committee (ARC).
- b. An ARC meeting shall occur within ten (10) school days of the conclusion of the school level meeting. The ARC shall be composed of the school representative, a DFT staff representative, the principal and the Area Superintendent.

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 General Superintendent 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 General Superintendent will make his response within five (5) school days.

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. If the teacher does not maintain such records an administrator may request the teacher to change the marks, however, the marks shall not be changed by another person. No minimum or maximum limitations shall be set on the number who pass or fail.

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.

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 Area Superintendent. In addition to the scheduled conference day or half-days referred to above, teachers shall confer with parents at other times mutually convenient to the teacher and 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 Area Superintendent.

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.

*Upon request of the kindergarten teacher and approval of the principal and Area Superintendent, an additional half day may be used for parent-teacher conferences each semester.

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 Affairs 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 Board of Education 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.

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 Board of Education policy and/or the policies of other public agencies.

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

XII. PERSONNEL ASSIGNMENTS (See Also Article XIV.)

A. Balanced Staff Concept

The Board 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 certificated 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 certificated 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 Board of Education.

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.

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.

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

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.

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 teachers 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 Friday, 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 Board 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. ESRP's shall be given at least two days notice before an assignment is closed out 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.

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.

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 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 Board will no longer be obligated in this regard.

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 because of unsatisfactory service shall be in accord with Article XIII, Section D.

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 Administration 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.

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.

F. Transfer Review Board

A transfer review board consisting of equal numbers of representatives of the Administration 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. (See definition of seniority on pages 24-25, Article XII, Sec. D, paragraph 1.)

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 Board 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.

Board 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, pages 74-75.)

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.

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

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 Board. 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.

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.

*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.

If the ten (10) days expire, the person shall be reinstated for recall on his/her contacting the Board 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 Board 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. MDTA Layoff, Transfers and Rehiring

In the event that employees are to be laid off from an MDTA department or program, they shall be laid off in the inverse order of seniority, within pay classifications provided that the senior employee has proper state certification, satisfactory performance and the ability to do the remaining work. The balance of staff shall be maintained.

In the event of transfers to meet the needs of the program, certification, seniority and experience in the program shall govern involuntary transfer.

The Union will be notified and consulted when layoffs are necessary.

Any regular employee subject to layoff due to curtailment of force shall receive at least two weeks' notice of such layoff. When layoffs due to curtailment of program are necessary, bumping into other departments or programs in order to avoid layoff will not be permitted. However, if a vacancy exists in another MDTA department or program of equal or lower classification the qualified employees scheduled for layoff may transfer to the vacant position provided the employee has proper state certification and the ability to do the work. In the new position, the transferee will suffer no loss of seniority or other employment rights except that his/her pay will be adjusted to the rate for the job assumed as provided in this Agreement.

*See also Article XV, Section H., p. 50-51.

Employees who are removed from regularly assigned jobs because of decrease of force shall be entitled to return to such jobs in reverse order of layoff if the jobs re-open.

In the event of new hiring for MDTA programs, an employee who is on layoff and is qualified will be eligible for preferential employment in his/her center.

Qualified employees will be rehired in the reverse order of layoff. For one year following layoff, notification of vacancies for which the employee is certified and qualified will be sent via certified mail, return receipt requested, to the last address given to the MDTA center personnel office by the employee. Failure of delivery for any reason relieves the Board of obligation. The employee must declare his/her intention of returning to work within 72 hours of receipt of the Board's notice and be prepared to return to work within two weeks or he/she shall be considered as having refused recall. An employee refusing recall to any classification for which he/she is qualified shall be considered to have resigned.

Laid-off employees will be given preferential employment in temporary positions for which they are qualified (for example, substitutes, vacation replacement). Refusal to accept temporary employment shall not be considered as resignation or surrender of right to future preferential employment rights.

J. 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 on pages 24-25, Article XII, Section D.)

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

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 reverse 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.

K. 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 bi-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 bi-weekly 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.

L. 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.

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.)

M. 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.

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

N. 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.
 - 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.

O. 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 a 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.

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 Superintendent or his designee. The exceptions include the tests and reports from the following sources: the Board 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 Board, 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.

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

D. Tenure

The Detroit Public Schools 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.

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 Board of Education 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.

*This does not preclude the right of a parent or guardian to meet with the teacher of his/her child (Article X, page 22).

E. Competence: Assistance and Reporting

1. Teachers

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

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

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

- a. The principal, assistant principal, department head or unit head shall have observed the teacher's classroom performance at least twice.
- b. A Central curriculum supervisor or curriculum specialist shall have observed the teacher's classroom performance at least twice.

If a teacher is continually absent without justifiable cause (11 or more days), thereby rendering the supervisor or principal unable to observe the teacher's classroom performance more than once each before the November 1, April 1 deadline for the Notice Conference, the observation period shall be extended by the number of days of such absence, so that at least a total of two (2) observations shall be made. The contract deadlines for the Notice Conference and the Unsatisfactory Ratings shall be extended by the number of days of the teacher's absence.

- c. After the observations referred to in a. and b. above have occurred, a conference between the teacher, the supervisor/curriculum specialist and at least one school administrator as named in a. above shall be held no later than November 1 or April 1 (see f. below) to put the teacher on notice that his/her work is unsatisfactory and to discuss with him/her ways in which he/she can improve. The principal and the teacher each shall put in writing a summary of such conferences. Copies shall be exchanged. Upon receipt of written recommendations for improvement from the principal, the teacher shall have the first seven (7) days of the 30-day trial period to implement the principal's recommendations before observation for evaluation purposes.
- d. Within the 30 day trial period, both building administrator(s) and supervisor/curriculum specialist shall visit the teacher's classroom to determine if the recommendations made above are being implemented. If the visitation is attempted by the building administrator(s) and/or supervisor/curriculum specialist, and the teacher is not available, the teacher shall arrange for the visitation(s) at a time that is mutually convenient for all parties. If the efforts of school administrator and supervisor/curriculum specialist and teacher fail to raise the teacher's performance to a satisfactory level, the administrator and supervisor/curriculum specialist shall each fill out a Form 4045, Special Report on Teacher Services. Legitimate absence during the 30-day trial period shall not negate an unsatisfactory rating.

Excessive absences (11 or more days) during the 30-day trial period must be verified and shall result in an extension of the 30-day trial period by the number of verified absences plus ten (10) days.

In instances where the process is delayed because of teacher absence due to illness or unavoidable emergencies during the last seven (7) days of the 30-day trial period, the 30-day trial period shall be extended by the number of verified absences plus three (3) days which may result in an adjustment to the December 1 and May 1 deadlines.

- e. The principal shall forward the Forms 4045, completed by the administrator and supervisor/curriculum specialist, to the Area Superintendent, who, if he/she approves, will forward them to the head of the division.
- f. The principal shall furnish the teacher involved copies of the ratings from both the school administrator and supervisor/curriculum specialist at the time the principal forwards the ratings, Forms 4045, to the next level. Ratings to be effective at the close of the first semester must be presented to the teacher by the principal not later than December 1; those to be effective at the end of the second semester, not later than May 1.
- g. A teacher rated unsatisfactory for the first time shall be given the option, only once, of taking a one-year leave of absence before being transferred to a new assignment.
Before the leave is granted, Board representatives, the teacher, and the Union representatives shall meet and agree on a plan of action which must be followed during the year's leave.
After the leave expires, the teacher shall return to work in a new location following the priority established in Article XV, H-1. a. and continue to follow the assistance and reporting procedure as stated in Article XIII, E-1. h.
- h. A continuing tenure teacher who is marked unsatisfactory according to procedures outlined above shall be transferred and given an opportunity for two consecutive semesters to bring his/her work to a satisfactory condition. A teacher transferred according to procedures outlined in a. through g. above will be rated prior to the end of the second semester following transfer using the same procedure described in a. through g. above except that upon mutual agreement between the Union and the Board a different supervisor/curriculum specialist will evaluate the teacher's performance. If the rating is satisfactory the teacher will be retained as a continuing tenure teacher. If the rating is unsatisfactory, the teacher's services will be terminated pursuant to the Michigan Tenure Act.

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.

- 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 supervision 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 Detroit Public Schools must be maintained.

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. Teacher Evaluation

(See Appendix D for Teacher Evaluation.)

I. 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

A temporary teacher in a full time assignment shall be given status as an Emergency Substitute in a Regular Position (ESRP) on the completion of twenty (20) days in such assignment. Said status shall be retroactive to the first day of the assignment.

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 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 or one-year child care leave will be given priority for reassignment to a vacant position both during the school year and at the beginning of the new semester but shall not have priority over a laid off teacher.

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 Friday enrollment count but shall not have priority over a laid off teacher.

*The Board'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.

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 Friday will be tendered a contract at the time the vacant position is confirmed but shall not have priority over a laid off teacher.

(Also see insurance provision and Appendices.)

B. Provision of Substitutes

In the event of a regular classroom teacher's absence on a scheduled instruction day, the Board 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.

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 service as ESRP, ES Class I or RES shall be carried over to contract assignment.

D. Distribution of Substitutes

To supplement the Board's prior efforts to provide equal educational opportunities to Detroit Public School children, the Board 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 Detroit Board of Education.

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 certificated 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 Board of Education upon written request may grant leave of absence for a period not to exceed one year, subject to renewal at the will of the Board. 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 on page 80), 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 Board Medical Examiner.

Return from illness leave can be effected as soon as approval of the employee's doctor and the Board 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 Board 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, page 80.

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 Board 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 AFL-CIO, only. Such a leave shall be without pay and shall be renewable annually upon written request of the employee. The teacher's seniority and experience credit shall accrue. 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 Board 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 Board 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 non-illness 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 regular 39 week teachers shall accumulate in a single bank at the rate of fifteen (15) days per year with a limit of 200 days.

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 then 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. Probationary I teachers shall start with a bank of ten (10) sick days. With a promissory note, they may borrow up to five (5) additional sick days for extended illness* to be deducted at the beginning of the following school year.

3. A contract teacher who has exhausted his/her sick bank may in case of extended illness* borrow up to ten (10) days with a promissory note. These days will be deducted at the beginning of the following school year.

*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.

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. Teacher absences resulting from school-related assault shall not be charged against sick leave although the teacher's regular gross earnings shall be maintained. Regular gross earnings shall be maintained during the period of disability, but not subsequent to the receipt of both of the following categories of benefits, for which the teacher if eligible shall apply: (1) normal retirement or disability retirement benefits, and (2) Old Age and Retirement Social Security benefits (normal or early) or Disability Social Security benefits; failure of a teacher to apply for such benefits if eligible therefore, shall disqualify the teacher from further receipt of assault pay benefits under this section. Weekly Workers' Compensation benefits (but not medical, hospitalization and other Workers' Compensation benefits) paid relative to the same disability may be offset by the Board against assault pay benefits payable under this section; but the rights and obligations of the teacher and of the Board under the Workers' Compensation Act shall otherwise be unaffected. Negligent injury caused to a teacher in a school resulting from the negligence of a pupil will be treated as an assault under this section. The 1979 amendments to this section shall not be applied to any teacher who incurred school-related assault disability prior to September 4, 1979. (See Article XV, D. Appeal p. 46-47).

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: chickenpox, 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 Board will investigate suspected instances of abuse of sick leave. Where warranted on the basis of investigation, the Board will undertake remedial action.

9. Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employees' 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.

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. The Board and the Union will meet and finalize a plan by August 26, 1994 for all new hires to receive a long-term disability policy to replace Article XV, A & B. Failure to reach agreement by the aforementioned date will result in new employees receiving current Personal Business Leave and Sick Leave Days.

D. Illness Absence—Medical Examinations

An employee not able to return on Monday following two weeks of absence for personal illness must have medical examination by the Board Medical Examiner and present Form 431, Return to Employment: Physician's Certificate, completed by his/her own physician before returning to his/her assignment. This regulation also applies to illness absences in June, regardless of whether they extend into September.

After 11 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 Board of Education 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 employee's physician.

Employees who remain on extended sick leave may be asked to have a medical examination by the Board of Education 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 Board 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 Board of Education 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 Board of Education 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 Board of Education Medical Examiner for approval before the employee may return to duty.

An employee who has been ill with a communicable disease must have a medical examination by the Board of Education 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.

E. Appeal of Board Medical Office Decision

The decision of the Board Medical Examiner in this Article is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to his/her ability or inability to work, the employee may appeal the decision under the following conditions:

1. The teacher may request that an appropriate medical specialist be designated to determine disability. The Board and the Union shall mutually agree as to who the appropriate specialist shall be. Failing agreement by the Board and the Union on selection of the appropriate specialist, the teacher's physician and the Board's Medical Examiner shall select the appropriate specialist. The teacher shall consult the designated specialist, and the Board shall pay one half of the cost of the evaluation and the teacher shall pay the other half. The specialist shall furnish a report relative to his/her evaluation to the Board, to the Union, and to the teacher. The determination of the specialist shall be final and binding as to whether the employee is able or unable to return to work.

2. If the Board 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.

3. The Board 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 Board, 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 Board 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 Board and Union on selection of the appropriate specialist, the teacher's physician and the Board's Medical Examiner shall select the appropriate specialist.

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.

F. 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.
 - (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.
- (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 catastrophies 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 catastrophies, 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.

G. 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.

H. 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 Board for at least five consecutive years and can meet certain other conditions.

I. 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, page 80, 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 Board of Education 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 Board 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. (See list on page 94.) 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 Board 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 Board finds that a designated hospital could have been used.

B. Group Insurance

1. Health/Dental/Prescription/Vision Care

The Board shall provide full family health and dental insurance for regular employees, ESRP's and their dependents. (See Appendix, page 92 & 93).

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.

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 Board 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 Board employees.

Opt Out Plan

Prior to January 1, 1993, the parties agree to determine the feasibility to implement an opt out program. Based upon the results of this determination a plan will be implemented provided it does not result in an increase in the DPS per employee/family cost to the self insured or HMO plan. If adopted the plan will be as outlined in the Union's opt out proposal of September 24, 1992.

OPT-OUT: Employees who are covered by a health care plan offered by an employer other than the Board and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the Board, may each enrollment year at the time of the enrollment period, opt out from Board coverage and for said enrollment year receive a \$1,200 payment from the Board as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the Board's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the Board'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 Board 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 Board 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.

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 Board 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 Board and the Union.

4. Health Insurance Options

Eligible employees may elect to apply health insurance for himself/herself and dependents under Blue Cross-Blue Shield of Michigan, Health Alliance Plan, Total Health Care, Comprehensive Health Services of Detroit or Michigan HMO Plans, Inc.

5. Effective March 1, 1983, the dental insurance program changed to the Delta Dental Plan of Michigan. (See addendum, page 93).

6. Life Insurance

- a. The Board of Education 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 Board and \$350 for employees who have retired.
- b. Beginning the 1994-95 school year, JPTA Nurses and Microcomputer Technicians shall be included in the Board life insurance program.
- c. The Detroit Public Schools 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 Board 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.

9. Liability

The Board 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 Board 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 Board.

XVII. RETIREMENT—EMPLOYEE CONTRIBUTION

Effective September 6, 1976 the Board shall make the five percent contribution to the State of Michigan Employees Retirement System of the School District of the City of Detroit for members of this bargaining unit.

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 approval of the Area Superintendent and the Deputy Superintendent, Division of Educational Services, 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 Superintendent 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 Superintendent on a trial basis. This committee shall evaluate the educational benefit of such organization and shall submit a report of such evaluation to the Superintendent.

Special Education teachers will continue to be alert to children who appear to be able to return to regular grade or appear in need of a different Special Education placement. Upon the recommendation of the Special Education teacher, such children, regardless of the period of time in the special program, shall within one semester of the recommendation be re-evaluated 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 Board 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 Board shall provide an additional set of Board 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 Board 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 delivered to the building. In addition, the Board 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 Board 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

Teachers shall not be required to attend more than a total of three in-service training sessions and workshops per semester which are held outside of regular school hours and are conducted in compliance with the Federal court mandate.

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

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

Two half days for school planning shall be scheduled for curriculum planning, orientation to school and community, and planning for cooperative teacher effort to improve service to students. The first half day shall occur during the early weeks of the fall semester when it is not disruptive, preferably during the third week. The second half day may occur later in the fall semester or early in the spring semester at the option of the Area Superintendent in consultation with the school.

The principal and the School Union Committee will identify the needs of the local school. The Area Superintendent will utilize the identified needs to develop the plans for the day. Central and Area staffs 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.

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 Board 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 Board 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 board employees and the community in general.

I. Teacher Education

The Board of Education and the Union recognize that they have a mutual responsibility in the area of teacher education. Effective preparation of teachers is fundamental in order to provide quality education for all children. In order to carry out this responsibility, a continuing relationship and involvement in the planning and implementation of teacher education programs shall be maintained. Therefore:

- a. The Joint Union-Administration-University Committee on Student Teaching shall be continued.
- b. The parties shall have the joint responsibility of preparing reports at appropriate intervals which will detail progress and direction desired.

Information relative to existing or prospective teacher education projects shall be available to the Union. Where applicable, sponsoring teachers shall be used as consultants in the formulation of such projects. On each project, at least one of these sponsoring teachers shall be selected from a list submitted by the Union.

J. 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 text-

book 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 Board 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 Board 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.

K. Tuition Reimbursement

Fully certificated classroom teachers with a bachelor's degree and school social workers and psychologists shall be reimbursed by the Board 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 Board.
2. The courses must have been necessary to qualify the employee for a special assignment for which the Board 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.

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.

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 Area Superintendent or his/her designee. The principal who cannot provide such facilities should have the opportunity to provide an explanation to the Area Superintendent 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 Area Superintendent. The Area Superintendent will give a written decision stating his 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 building 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 Board 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 Board 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 Board, through its designated representatives, shall meet regularly, not less than monthly, with the Union, through its designated representatives, for the purpose of discussing school policies and problems relating to the implementation of this Agreement.

B. The Superintendent and administrative staff officers shall be designated to represent the Board of Education in all such discussions, and the following procedures shall apply:

1. Formal inquiries from the Union or requests for special meetings shall be directed to the Superintendent.

2. Official replies shall be made by the Superintendent or his/her designated agent to all requests and/or reports made by the Union.

3. Depending on the nature of the problem, the Superintendent or an administrative agent designated by him/her shall meet with the Union.

4. Following final agreement between the Union and the Superintendent, or his/her representative, on matters that affect policy decisions, the Superintendent shall present the agreement as a recommendation to the Board of Education.

5. In the event the Superintendent, or his/her designated representative, and the Union are unable to resolve their differences on any policy matter, they shall present separate written or oral reports to the Personnel Committee of the Board of Education, which reports shall contain the points of agreement and disagreement. A Conference Committee composed of the Superintendent, Union representatives (selected by the Union) and Board members (selected by the Board) shall be established for the purpose of reaching an understanding and agreement.

6. The Conference Committee shall submit a written report to the full Board of Education, which report shall set forth any agreements reached by the Conference Committee or, in the absence of agreement, shall state the respective positions of the parties and the specific issues which the Conference Committee has failed to resolve. This written report shall be received at the next regular meeting of the Board of Education immediately following the last meeting of the Conference Committee, or at a special meeting of the Board of Education publicly called for such purpose.

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.

Grievances shall be submitted within one hundred and twenty (120) calendar days from the time an event took place or within one hundred and twenty (120) 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 one hundred and twenty (120) 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 aggrieved teacher may, on his/her own or through the Union office, or the Union in its own name may, appeal from the decision at Step 1 to the Area Superintendent. 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 Area Superintendent 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 Area Superintendent or the Union, all parties will meet at the same time.
- b. Within fifteen school days after delivery of the appeal, the Area Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Union who participated in this step, and to the principal.

STEP 3. Within ten school days after receiving the decision of the Area Superintendent, the Union may appeal from his/her decision to the General Superintendent or to any designee of the Superintendent upon whom the Superintendent has conferred authority to act in the premises. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2.

- a. Within ten school days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance, including giving all persons who participated in Step 2 and representatives from the Union office a reasonable opportunity to be heard. Upon request of the Superintendent or the Union, all parties will meet at the same time.

- b. Within fifteen school days after delivery of the appeal, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Union who participated in this step, and to the principal.

STEP 4. Within ten school days after receiving the decision of the Superintendent, the Union may appeal the decision in writing to the Board of Education, which shall give the Union opportunity to be heard within twenty school days after delivery of the appeal and shall communicate its decision in writing, together with the supporting reasons, to the Union within twenty-five school days after delivery of the appeal.

STEP 5. If the Union is dissatisfied with the decision of the Board of Education, the Union may within twenty 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.

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.

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 3.

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 Board recognizes that the Union, as the exclusive collective bargaining representative of Board employees described in Article I, Section A, has the responsibility of administering and enforcing this Collective Bargaining Agreement. The Board recognizes that the Union needs access to the employees in order to carry out this responsibility. The Board 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 Board policies and procedures and this Agreement. No other committee shall exist for this purpose.

The discussion of other matters, as agreed upon for discussion by the principal and the School Union Committee, is not precluded by the above. However, the principal and the School Union Committee do not have the authority to reach any decision which changes this Agreement or any established Board of Education 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 Board 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 Board 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 Area 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 Board provides will be paid by the Union.

XXIV. INFORMATION

The Board 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.

Monthly Class Reports shall be available for inspection by a representative of the Union office at the Area office.

An exchange of memos will cover agreement reached with the Office of Labor Affairs, the Union and the Board 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 Board 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 Area.

Vacancies. The Board 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 Friday count, the second two (2) weeks after the second fourth Friday 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 Board, the Union, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

B. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States except as limited by this Agreement. The Board agrees, however, that, except as to those working conditions incorporated in this Agreement (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing in (a) Proceedings of the Board of Education, (b) the Teachers' Bulletin, or (c) the Administrative Handbook will be made effective without notification to the Union, and consultation with it respecting such proposed change. Such notification will be given as far in advance of the effective date of any such proposed change as is reasonably possible, with the objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.

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

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 1992-94 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, 1994 and shall continue in effect through June 30, 1997.

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

S/ John M. Elliott
President

S/ Carol C. Thomas
*Executive Vice
President*

S/ Lois Sheely
Vice President

S/ Lois Doniver
Vice President

S/ Sarah Burkhalter
Secretary

S/ John H. Bechtel
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S/ Candice Laurence

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S/ Charles Wells III
*Executive Director,
Office of Labor
Affairs*

APPENDIXES
A. SALARY SCHEDULES AND FORMULAS
INSTRUCTIONAL PERSONNEL
1994-95

| Step | Less Than Master's | Master's or Equivalent | Master's Plus 30 Hours (a) | Earned Doctorate |
|------|--------------------|------------------------|----------------------------|------------------|
| | | 10 Months | (39 Weeks) | |
| 1 | \$28,784 | \$31,817 | \$32,117 | \$32,417 |
| 2 | 31,156 | 34,590 | 34,890 | 35,190 |
| 3 | 32,764 | 36,581 | 36,881 | 37,180 |
| 4 | 34,326 | 38,520 | 38,820 | 39,120 |
| 5 | 35,932 | 40,454 | 40,754 | 41,054 |
| 6 | 37,546 | 42,450 | 42,750 | 43,050 |
| 7 | 39,161 | 44,380 | 44,680 | 44,980 |
| 8 | 40,718 | 46,374 | 46,674 | 46,974 |
| 9 | 42,324 | 48,310 | 48,610 | 48,910 |
| 10 | 45,517 | 52,227 | 52,527 | 52,827 |
| 11 | ----- | ----- | 52,927 | 53,227 |
| | | 12 Months | (52 Weeks) | |
| 1 | \$35,427 | \$39,159 | \$39,529 | \$39,898 |
| 2 | 38,346 | 42,573 | 42,942 | 43,311 |
| 3 | 40,325 | 45,022 | 45,391 | 45,761 |
| 4 | 42,247 | 47,409 | 47,779 | 48,148 |
| 5 | 44,224 | 49,790 | 50,159 | 50,529 |
| 6 | 46,210 | 52,246 | 52,615 | 52,984 |
| 7 | 48,199 | 54,622 | 54,991 | 55,360 |
| 8 | 50,114 | 57,076 | 57,445 | 57,814 |
| 9 | 52,091 | 59,459 | 59,828 | 60,197 |
| 10 | 56,021 | 64,280 | 64,649 | 65,018 |
| 11 | ----- | ----- | 65,141 | 65,510 |

(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.

INSTRUCTIONAL SUPPORT PERSONNEL

1994-95

| Step | Less Than Master's | Master's or Equivalent | Master's Plus 30 Hours (a) | Earned Doctorate |
|-------|--------------------|------------------------|----------------------------|------------------|
| | | 10 Months | (39 Weeks) | |
| 1 | \$28,784 | \$31,817 | \$32,117 | \$32,417 |
| 2 | 31,156 | 34,590 | 34,890 | 35,190 |
| 3 | 32,764 | 36,581 | 36,881 | 37,180 |
| 4 | 34,326 | 38,520 | 38,820 | 39,120 |
| 5 | 35,932 | 40,454 | 40,754 | 41,054 |
| 6 | 37,546 | 42,450 | 42,750 | 43,050 |
| 7 | 39,161 | 44,380 | 44,680 | 44,980 |
| 8 | 40,718 | 46,374 | 46,674 | 46,974 |
| 9(b) | 42,324 | 48,310 | 48,610 | 48,910 |
| 10(c) | 45,517 | 52,227 | 52,527 | 52,827 |
| | | 12 Months | (52 Weeks) | |
| 1 | \$35,427 | \$39,159 | \$39,529 | \$39,898 |
| 2 | 38,346 | 42,573 | 42,942 | 43,311 |
| 3 | 40,325 | 45,022 | 45,391 | 45,761 |
| 4 | 42,247 | 47,409 | 47,779 | 48,148 |
| 5 | 44,224 | 49,790 | 50,159 | 50,529 |
| 6 | 46,210 | 52,246 | 52,615 | 52,984 |
| 7 | 48,199 | 54,622 | 54,991 | 55,360 |
| 8 | 50,114 | 57,076 | 57,445 | 57,814 |
| 9(b) | 52,091 | 59,459 | 59,828 | 60,197 |
| 10(c) | 56,021 | 64,280 | 64,649 | 65,018 |

(SALARY VARIATIONS)

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

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.

**INSTRUCTIONAL PERSONNEL
1995-96***

| Step | Less Than Master's | Master's or Equivalent | Master's Plus 30 Hours (a) | Earned Doctorate |
|------|--------------------|------------------------|----------------------------|------------------|
| | | 10 Months | (39 Weeks) | |
| 1 | \$29,648 | \$32,772 | \$33,072 | \$32,371 |
| 2 | 32,091 | 35,628 | 35,928 | 36,228 |
| 3 | 33,747 | 37,678 | 37,978 | 38,278 |
| 4 | 35,356 | 39,676 | 39,976 | 40,276 |
| 5 | 37,010 | 41,668 | 41,968 | 42,268 |
| 6 | 38,672 | 43,723 | 44,023 | 44,323 |
| 7 | 40,336 | 45,712 | 46,012 | 46,312 |
| 8 | 41,939 | 47,765 | 48,065 | 48,365 |
| 9 | 43,594 | 49,759 | 50,059 | 50,359 |
| 10 | 46,882 | 53,794 | 54,094 | 54,394 |
| 11 | ----- | ----- | 54,494 | 54,794 |
| | | 12 Months | (52 Weeks) | |
| 1 | \$36,490 | \$40,334 | \$40,703 | \$41,073 |
| 2 | 39,497 | 43,850 | 44,219 | 44,588 |
| 3 | 41,535 | 46,373 | 46,742 | 47,111 |
| 4 | 43,515 | 48,832 | 49,201 | 49,570 |
| 5 | 45,551 | 51,284 | 51,653 | 52,022 |
| 6 | 47,597 | 53,813 | 54,183 | 54,552 |
| 7 | 49,645 | 56,261 | 56,630 | 56,999 |
| 8 | 51,617 | 58,788 | 59,157 | 59,526 |
| 9 | 53,654 | 61,242 | 61,612 | 61,981 |
| 10 | 57,701 | 66,208 | 66,577 | 66,946 |
| 11 | ----- | ----- | 67,070 | 67,439 |

*3% increase effective: August 28, 1995 for 10-month employees.
July 1, 1995 for 12-month employees.

(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.

**INSTRUCTIONAL SUPPORT PERSONNEL
1995-96***

| Step | Less Than Master's | Master's or Equivalent | Master's Plus 30 Hours | Earned Doctorate |
|-------|--------------------|------------------------|------------------------|------------------|
| | | 10 Months | (39 Weeks) | |
| 1 | \$29,648 | \$32,772 | \$33,072 | \$32,371 |
| 2 | 32,091 | 35,628 | 35,928 | 36,228 |
| 3 | 33,747 | 37,678 | 37,978 | 38,278 |
| 4 | 35,356 | 39,676 | 39,976 | 40,276 |
| 5 | 37,010 | 41,668 | 41,968 | 42,268 |
| 6 | 38,672 | 43,723 | 44,023 | 44,323 |
| 7 | 40,336 | 45,712 | 46,012 | 46,312 |
| 8 | 41,939 | 47,765 | 48,065 | 48,365 |
| 9(b) | 43,594 | 49,759 | 50,059 | 50,359 |
| 10(c) | 46,882 | 53,794 | 54,094 | 54,394 |
| | | 12 Months | (52 Weeks) | |
| 1 | \$36,490 | \$40,334 | \$40,703 | \$41,073 |
| 2 | 39,497 | 43,850 | 44,219 | 44,588 |
| 3 | 41,535 | 46,373 | 46,742 | 47,111 |
| 4 | 43,515 | 48,832 | 49,201 | 49,570 |
| 5 | 45,551 | 51,284 | 51,653 | 52,022 |
| 6 | 47,597 | 53,813 | 54,183 | 54,552 |
| 7 | 49,645 | 56,261 | 56,630 | 56,999 |
| 8 | 51,617 | 58,788 | 59,157 | 59,526 |
| 9(b) | 53,654 | 61,242 | 61,612 | 61,981 |
| 10(c) | 57,701 | 66,208 | 66,577 | 66,946 |

* + 3% increase effective: August 28, 1995 for 10-month employees.
July 1, 1995 for 12-month employees.

(SALARY VARIATIONS)

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

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.

**INSTRUCTIONAL PERSONNEL
1996-97***

| Step | Less Than Master's | Master's or Equivalent | Master's Plus 30 Hours | Earned Doctorate |
|------|--------------------|------------------------|------------------------|------------------|
| | | 10 Months | (39 Weeks) | |
| 1 | \$30,537 | \$33,755 | \$34,055 | \$34,355 |
| 2 | 33,054 | 36,697 | 36,997 | 37,297 |
| 3 | 34,760 | 38,808 | 39,108 | 39,408 |
| 4 | 36,416 | 40,866 | 41,166 | 41,466 |
| 5 | 38,121 | 42,918 | 43,218 | 43,518 |
| 6 | 39,833 | 45,035 | 45,335 | 45,635 |
| 7 | 41,546 | 47,083 | 47,383 | 47,683 |
| 8 | 43,197 | 49,198 | 49,498 | 49,798 |
| 9 | 44,901 | 51,252 | 51,552 | 51,852 |
| 10 | 48,289 | 55,408 | 55,708 | 56,008 |
| 11 | ----- | ----- | 56,108 | 56,408 |
| | | 12 Months | (52 Weeks) | |
| 1 | \$37,584 | \$41,544 | \$41,913 | \$42,283 |
| 2 | 40,681 | 45,166 | 45,535 | 45,904 |
| 3 | 42,781 | 47,764 | 48,133 | 48,502 |
| 4 | 44,820 | 50,297 | 50,666 | 51,035 |
| 5 | 46,918 | 52,822 | 53,192 | 53,561 |
| 6 | 49,025 | 55,428 | 55,797 | 56,166 |
| 7 | 51,134 | 57,948 | 58,318 | 58,687 |
| 8 | 53,166 | 60,552 | 60,921 | 61,290 |
| 9 | 55,263 | 63,080 | 63,449 | 63,818 |
| 10 | 59,432 | 68,194 | 68,563 | 68,933 |
| 11 | ----- | ----- | 69,056 | 69,425 |

*3% increase effective: August 26, 1996 for 10-month employees.
July 1, 1996 for 12-month employees.

(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.

**INSTRUCTIONAL SUPPORT PERSONNEL
1996-97***

| Step | Less Than Master's | Master's or Equivalent | Master's Plus 30 Hours | Earned Doctorate |
|-------|--------------------|------------------------|------------------------|------------------|
| | | 10 Months | (39 Weeks) | |
| 1 | \$30,537 | \$33,755 | \$34,055 | \$34,355 |
| 2 | 33,054 | 36,697 | 36,997 | 37,297 |
| 3 | 34,760 | 38,808 | 39,108 | 39,408 |
| 4 | 36,416 | 40,866 | 41,166 | 41,466 |
| 5 | 38,121 | 42,918 | 43,218 | 43,518 |
| 6 | 39,833 | 45,035 | 45,335 | 45,635 |
| 7 | 41,546 | 47,083 | 47,383 | 47,683 |
| 8 | 43,197 | 49,198 | 49,498 | 49,798 |
| 9(b) | 44,901 | 51,252 | 51,552 | 51,852 |
| 10(c) | 48,289 | 55,408 | 55,708 | 56,008 |
| | | 12 Months | (52 Weeks) | |
| 1 | \$37,584 | \$41,544 | \$41,913 | \$42,283 |
| 2 | 40,681 | 45,166 | 45,535 | 45,904 |
| 3 | 42,781 | 47,764 | 48,133 | 48,502 |
| 4 | 44,820 | 50,297 | 50,666 | 51,035 |
| 5 | 46,918 | 52,822 | 53,192 | 53,561 |
| 6 | 49,025 | 55,428 | 55,797 | 56,166 |
| 7 | 51,134 | 57,948 | 58,318 | 58,687 |
| 8 | 53,166 | 60,552 | 60,921 | 61,290 |
| 9(b) | 55,263 | 63,080 | 63,449 | 63,818 |
| 10(c) | 59,432 | 68,194 | 68,563 | 68,933 |

* + 3% increase effective: August 26, 1996 for 10-month employees.
July 1, 1996 for 12-month employees.

(SALARY VARIATIONS)

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

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.

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

| Step | 1994-95 | | 1995-96 | | 1996-97 | |
|-------------------------------------|----------|------------|----------|------------|----------|------------|
| | Annual | Bi-Weekly | Annual | Bi-Weekly | Annual | Bi-Weekly |
| Master's | \$54,122 | \$2,775.51 | \$55,746 | \$2,858.79 | \$54,419 | \$2,944.55 |
| Master's Plus 30 Hours Earned | 54,843 | 2,811.42 | 56,446 | 2,894.69 | 58,119 | 2,980.45 |
| Doctorate | 55,152 | 2,826.80 | 56,746 | 2,910.07 | 58,419 | 2,995.83 |

(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 Board 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 Board 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.

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. MASTER'S EQUIVALENT

The equivalent for a Master's Degree shall be 32 or more semester hours approved work beyond the Bachelor's Degree in courses approved in advance by an evaluation committee.

Teachers who take required work beyond the baccalaureate to maintain their specialized certificate and/or who take undergraduate courses on a planned program which has been approved by the Committee on Equivalencies may have their work credited for salary purposes to meet the M.A. or equivalent schedule, or the M.A. plus 30 hours schedule.

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.

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. 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.

An attendance agent who attains classroom teacher qualifications while employed by the Board of Education 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 Board 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

Salary Rates:

1994-95

Annual \$45,999/Bi-Weekly \$1,769.19

1995-96

Annual \$47,379/Bi-Weekly \$1,822.26

1996-97

Annual \$48,800/Bi-Weekly \$1,876.93

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.

8. MILEAGE

The mileage rate for a maximum of 700 miles per calendar month per employee shall be \$.275, effective March 1, 1992. Teachers shall receive mileage reimbursement when traveling from center to center to teach classes during the same day.

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

9. 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.

10. 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 Detroit Board of Education, in cooperation with the Union and other collective bargaining units, shall actively participate in efforts to improve retirement benefits.

11. 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 Board. Nothing contained herein shall obligate the Board to continue to maintain such a classification.

| | | 1994-95 |
|-------------|----------------------------------|----------------|
| Step | | Per Day |
| 1 | 179 or fewer days' service | \$ 89.42 |
| 2 | 180 to 359 days' service | 93.67 |
| 3 | 360 and more days' service | 97.97 |

| | | 1995-96 |
|-------------|----------------------------------|----------------|
| Step | | Per Day |
| 1 | 179 or fewer days' service | \$ 92.10 |
| 2 | 180 to 359 days' service | 96.48 |
| 3 | 360 and more days' service | 100.91 |

| | | 1996-97 |
|-------------|----------------------------------|----------------|
| Step | | Per Day |
| 1 | 179 or fewer days' service | \$ 94.86 |
| 2 | 180 to 359 days' service | 99.37 |
| 3 | 360 and more days' service | 103.94 |

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 Board 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 Board in consultation with the Union. Duration of employment of any individual in this category is at the discretion of the Board 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 Board 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)

| | | 1994-95 |
|-------------|----------------------------------|----------------|
| Step | | Per Day |
| 1 | 179 or fewer days' service | \$104.85 |
| 2 | 180 to 359 days' service | 109.19 |
| 3 | 360 and more days' service | 113.59 |

| | | 1995-96 |
|-------------|----------------------------------|----------------|
| Step | | Per Day |
| 1 | 179 or fewer days' service | \$108.00 |
| 2 | 180 to 359 days' service | 112.47 |
| 3 | 360 and more days' service | 116.99 |

| | | 1996-97 |
|-------------|----------------------------------|----------------|
| Step | | Per Day |
| 1 | 179 or fewer days' service | \$111.24 |
| 2 | 180 to 359 days' service | 115.84 |
| 3 | 360 and more days' service | 120.50 |

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.

| | | 1994-95 | |
|-------------|----------------------------------|----------------|------------------|
| Step | | Daily | Bi-Weekly |
| 1 | 179 or fewer days' service | \$107.07 | \$1,070.69 |
| 2 | 180 to 359 days' service | 114.59 | 1,145.88 |
| 3 | 360 and more days' service | 122.11 | 1,221.14 |

| 1995-96 | | |
|---------|--------------------------------------|---------------------|
| Step | Daily | Bi-Weekly |
| 1 | 179 or fewer days' service | \$110.28 \$1,102.81 |
| 2 | 180 to 359 days' service | 118.03 1,180.26 |
| 3 | 360 and more days' service | 125.78 1,257.78 |

| 1996-97 | | |
|---------|--------------------------------------|---------------------|
| Step | Daily | Bi-Weekly |
| 1 | 179 or fewer days' service | \$113.59 \$1,135.90 |
| 2 | 180 to 359 days' service | 121.57 1,215.66 |
| 3 | 360 and more days' service | 129.55 1,295.51 |

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. page 69.

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.

| 1994-95 | | |
|---------|--------------------------------------|---------------------|
| Step | Daily | Bi-Weekly |
| 1 | 179 or fewer days' service | \$147.61 \$1,476.12 |
| 2 | 180 to 359 days' service | 159.78 1,597.76 |
| 3 | 360 and more days' service | 168.02 1,680.22 |

| 1995-96 | | |
|---------|--------------------------------------|---------------------|
| Step | Daily | Bi-Weekly |
| 1 | 179 or fewer days' service | \$152.04 \$1,520.40 |
| 2 | 180 to 359 days' service | 164.57 1,645.69 |
| 3 | 360 and more days' service | 173.06 1,730.63 |

| 1996-97 | | |
|---------|--------------------------------------|---------------------|
| Step | Daily | Bi-Weekly |
| 1 | 179 or fewer days' service | \$156.60 \$1,566.01 |
| 2 | 180 to 359 days' service | 169.51 1,695.06 |
| 3 | 360 and more days' service | 178.25 1,782.54 |

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. page 69.

(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.

| Step | 1994-95 | |
|---------|----------|------------|
| | Annual | Bi-Weekly |
| 1 | \$25,982 | \$1,322.42 |
| 2 | 27,055 | 1,387.46 |
| 3 | 28,109 | 1,441.49 |
| 4 | 29,170 | 1,495.89 |
| 5 | 30,233 | 1,550.37 |

| Step | 1995-96 | |
|---------|----------|------------|
| | Annual | Bi-Weekly |
| 1 | \$26,762 | \$1,372.40 |
| 2 | 27,867 | 1,429.08 |
| 3 | 28,952 | 1,484.73 |
| 4 | 30,045 | 1,540.77 |
| 5 | 31,139 | 1,596.88 |

| Step | 1996-97 | |
|---------|----------|------------|
| | Annual | Bi-Weekly |
| 1 | \$27,565 | \$1,413.57 |
| 2 | 28,703 | 1,471.95 |
| 3 | 29,821 | 1,529.27 |
| 4 | 30,946 | 1,586.99 |
| 5 | 32,073 | 1,644.79 |

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)**

| Step | 1994-95 | | 1995-96 | | 1996-97 | |
|------|---------|---------|---------|---------|---------|---------|
| | B.A. | M.A. | B.A. | M.A. | B.A. | M.A. |
| 1 | \$22.11 | \$24.44 | \$22.78 | \$25.17 | \$23.46 | \$25.93 |
| 2 | 23.88 | 26.56 | 24.59 | 27.35 | 25.33 | 28.18 |
| 3 | 25.06 | 28.07 | 25.81 | 28.92 | 26.59 | 29.78 |

ADULT EDUCATION — TEACHER-IN-CHARGE

(Hourly Rates)

| Step | 1994-95 | | 1995-96 | | 1996-97 | |
|------|---------|---------|---------|---------|---------|---------|
| | B.A. | M.A. | B.A. | M.A. | B.A. | M.A. |
| 1 | \$23.59 | \$26.07 | \$24.30 | \$26.85 | \$25.03 | \$27.66 |
| 2 | 25.47 | 28.33 | 26.24 | 29.18 | 27.02 | 30.06 |
| 3 | 26.73 | 29.95 | 27.53 | 30.85 | 28.36 | 31.77 |

JROTC INSTRUCTORS (39 Weeks) 10-month

| Step | 1994-95 | |
|---------|----------|------------|
| | Annual | Bi-Weekly |
| 1 | \$24,714 | \$1,267.39 |
| 2 | 27,659 | 1,418.40 |
| 3 | 30,861 | 1,582.61 |
| 4 | 33,060 | 1,695.37 |
| 5 | 35,840 | 1,837.96 |

| Step | 1995-96 | |
|---------|----------|------------|
| | Annual | Bi-Weekly |
| 1 | \$25,455 | \$1,305.41 |
| 2 | 28,489 | 1,460.95 |
| 3 | 31,787 | 1,630.09 |
| 4 | 34,051 | 1,746.23 |
| 5 | 36,915 | 1,893.10 |

| Step | 1996-97 | |
|---------|----------|------------|
| | Annual | Bi-Weekly |
| 1 | \$26,219 | \$1,344.57 |
| 2 | 29,343 | 1,504.78 |
| 3 | 32,740 | 1,678.99 |
| 4 | 35,073 | 1,798.61 |
| 5 | 38,023 | 1,949.90 |

JROTC ASSISTANT INSTRUCTORS (39 Weeks) 10-month

| Step | 1994-95 | |
|---------|----------|------------|
| | Annual | Bi-Weekly |
| 1 | \$24,266 | \$1,244.39 |
| 2 | 25,613 | 1,313.47 |
| 3 | 28,572 | 1,465.22 |
| 4 | 30,497 | 1,563.95 |
| 5 | 32,574 | 1,670.44 |

| Step | 1995-96 | |
|---------|----------|------------|
| | Annual | Bi-Weekly |
| 1 | \$24,994 | \$1,281.72 |
| 2 | 26,381 | 1,352.88 |
| 3 | 29,429 | 1,509.18 |
| 4 | 31,412 | 1,610.87 |
| 5 | 33,551 | 1,720.55 |

| Step | 1996-97 | |
|------|----------|------------|
| | Annual | Bi-Weekly |
| 1 | \$25,743 | \$1,320.17 |
| 2 | 27,173 | 1,393.46 |
| 3 | 30,312 | 1,554.45 |
| 4 | 32,354 | 1,659.20 |
| 5 | 34,557 | 1,772.17 |

JROTC

Coach — Drill Team, Color Guard, or Rifle Team

| 1994-95 | 1995-96 | 1996-97 |
|---------|---------|---------|
| \$2,164 | \$2,229 | 12,296 |

JROTC instructors who coach a drill team, color guard, or a rifle team will be paid at the same rate as softball coaches.

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.

| Step | 1994-95 | | 1995-96 | | 1996-97 | |
|------|---------|---------|---------|---------|---------|---------|
| | B.A. | M.A. | B.A. | M.A. | B.A. | M.A. |
| 1 | \$22.11 | \$24.43 | \$22.78 | \$25.17 | \$23.46 | \$25.93 |
| 2 | 23.87 | 26.55 | 24.59 | 27.34 | 25.33 | 28.18 |

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 Board life insurance program.

WORK STUDY ASSISTANTS

| Step | 1994-95 | 1995-96 | 1996-97 |
|---------|----------|----------|----------|
| 1 | \$27,907 | \$28,745 | \$29,607 |
| 2 | 29,728 | 30,620 | 31,538 |
| 3 | 31,547 | 32,493 | 33,468 |

HOURLY CLASSIFICATIONS

Summer/Evening School and Hourly Rated Personnel

| | PER HOUR | | |
|-------------------------------------|----------|---------|---------|
| | 1994-95 | 1995-96 | 1996-97 |
| Accompanist | \$19.68 | \$20.27 | \$20.88 |
| Counselor (Promoted) | 22.11 | 22.78 | 23.46 |
| Educational Technician | 17.21 | 17.72 | 18.25 |
| ES Educational Technician | 17.21 | 17.72 | 18.25 |
| Microcomputer Technician..... | 22.11 | 22.78 | 23.46 |
| Music Therapist | 22.11 | 22.78 | 23.46 |
| Non-Public School Teacher | 22.11 | 22.78 | 23.46 |
| Nurse, Registered | 22.11 | 22.78 | 23.46 |
| Occupational Therapist | 22.11 | 22.78 | 23.46 |
| Physical Therapist | 22.11 | 22.78 | 23.46 |
| Psychologist | 22.11 | 22.78 | 23.46 |
| School Social Worker | 22.11 | 22.78 | 23.46 |
| Social Work Assistant | 22.11 | 22.78 | 23.46 |
| Special Instructor | 22.11 | 22.78 | 23.46 |
| Teacher | 22.11 | 22.78 | 23.46 |
| Teacher-Consultant | 22.11 | 22.78 | 23.46 |
| Teacher-Guidance Counselor | 22.11 | 22.78 | 23.46 |
| Teacher, Remedial Instruction | 22.11 | 22.78 | 23.46 |
| Teacher-In-Charge | 23.59 | 24.30 | 25.03 |
| Team Leader (MDTA)..... | 18.86 | 19.42 | 20.00 |
| Work Study Assistant | 21.81 | 22.46 | 23.14 |

WORKSHOP RATE (Outside Regular School Hours)

| | PER HOUR | | |
|------------------------------|----------|---------|---------|
| | 1995-95 | 1995-96 | 1996-97 |
| Teacher | \$18.22 | \$18.77 | \$19.33 |
| Educational Technician | 9.72 | 10.01 | 10.31 |

INTERSCHOLASTIC ATHLETIC PROGRAM

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

Teachers in both the Girls' and Boys' Interscholastic Athletic Programs are obligated to coach at least one 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 Board bargaining unit members except OSAS bargaining unit members from the school staff.
2. Other DFT bargaining unit members from other schools.
3. Other Board bargaining unit members except OSAS bargaining unit members from other schools.
4. Non-Board employees from an eligibility pool established from individuals who meet the following requirements:
 - a. Have completed regular Board 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 | | |
|----------------------------------|------------------|---------|---------|
| | 1994-95 | 1995-96 | 1996-97 |
| Baseball Coach | \$2,164 | \$2,229 | \$2,296 |
| Basketball Head Coach | 3,066 | 3,158 | 3,253 |
| Basketball Assistant Coach | 1,804 | 1,858 | 1,914 |
| Cheerleader Coach | 3,066 | 3,158 | 3,253 |
| Cross Country Coach | 1,441 | 1,484 | 1,529 |
| Field Hockey Coach | 2,164 | 2,229 | 2,296 |
| Football Head Coach | 3,066 | 3,158 | 3,253 |
| Football Assistant Coach | 1,804 | 1,858 | 1,914 |
| Golf Coach | 1,441 | 1,484 | 1,529 |
| Softball Coach | 2,164 | 2,229 | 2,296 |
| Swim Coach | 2,164 | 2,229 | 2,296 |
| Tennis Coach | 1,441 | 1,484 | 1,529 |
| Track Coach | 2,527 | 2,603 | 2,681 |
| Volleyball Coach | 2,164 | 2,229 | 2,296 |
| Academic Games | 2,164 | 2,229 | 2,296 |
| Dance Teachers | 2,164 | 2,229 | 2,296 |
| Music Education | 2,164 | 2,229 | 2,296 |

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.

TEACHERS OF ACADEMIC GAMES

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

- 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 Board 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.

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 Board will announce its intention to either continue or discontinue the Attendance Incentive Program.

4. During the period the **Program** is in effect the Board will continue the present sick leave provision as provided in Article XV, Section B, Sick Leave, Item 9, page 45. 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 Board 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 Board 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 Board, 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.

- 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 Board 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 Board 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 Board Medical Examiner.

- 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 Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to his/her ability or disability for work, the employee may appeal the decision under the following conditions:

The Board 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 Board of Education Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

E. Teacher Evaluation

The goal of the annual Teacher Evaluation is to improve the quality of instruction. It is expected that such improvement will result in increased student achievement.

All members of the DFT bargaining unit, including Probationary I, II, and First Year Tenure Teachers will participate in this Teacher Evaluation Plan. This procedure shall not replace existing rating procedures which have been established by agreement between the Board and the Union for: (a) probationary teachers, (b) unsatisfactory teachers, (c) substitute teachers. It shall not be used as documentation for a Special Report on Teacher Services (Form 4045).

The teacher and the principal of the school, or an administrative designee, will serve on an Evaluation Team. The teacher may select one or more teachers or other professional resource persons whose advice and background are valued for some special competency. The teacher will select the entire team with the exception of the administrative member.

Identification of School Problems and Needs

At the beginning of the fall term, the teaching and administrative staff in each school or unit should review major needs, identify problems and set action priorities for that school year. They

should also identify those strengths on which solutions to the problems can be built. A prepared statement of the proposed areas of concentration, i.e., the school plan, will be made available to all staff members, to the area office, and to the local school community.

Teacher Evaluation Procedure

Consistent with the school or unit plan, each teacher will develop a personal evaluation plan for the year to include four basic elements:

1. **OBJECTIVES:** statements of intent toward specific self-improvement and their anticipated effect on student behavior;
2. **STRATEGIES:** suggested ways the teacher will work toward the attainment of the objectives including any anticipated problems;
3. **EVIDENCE:** types of data to be used to indicate progress toward the objectives, and methods of gathering and interpreting that data; and
4. **ORGANIZATION OF EVALUATION TEAM:** a teacher evaluation team will include: the teacher; the principal or his/her administrative designee; and, if requested, one or more teachers or other professional resource persons.

Initial Team Session

As early as possible in the first semester, each teacher shall convene a meeting with his/her planning team in their school.

1. Teachers who work in more than one school will develop their plan at the payroll school unless an alternative plan is mutually developed between the teacher and the concerned administrators.
2. Members of the DFT bargaining unit in non-teaching assignments will develop their plan in their work assignment with the administrator to be identified by their unit heads.
3. A written plan shall be presented at the initial meeting of the evaluation committee by the teacher being evaluated. The form in the appendix is provided only as a guide to be used at the discretion of the teacher. Different written methods of presentation may be developed as long as the presentation includes the four stated elements.
4. Teachers transferred or newly assigned at mid-year should participate in the evaluation process in their new school to the extent possible.
5. The team members may suggest improvements which might include additional resources, modification of objectives, alternative strategies and/or better ways to gather evidence. If appropriate, the teacher should revise the plan accordingly with the assistance of the team. The principal shall sign the plan to indicate its compatibility with the school plan. If agreement on the plan cannot be reached by the teacher and the administrator, the matter shall be referred to the Area Superintendent or his/her designee for final resolution.

Implementation

The teacher implements the plan and works to attain the agreed upon objectives he/she has set for himself/herself and his/her students.

The teacher shall arrange interim review session(s) with his/her evaluation team, to discuss progress and any difficulties he/she may have encountered. At this time, team members may make recommendations which refer to planning and teaching skills; and to working relations with students, staff and community.

Occasionally the teacher may ask team members at a mutually convenient time to observe his/her teaching and to offer suggestions concerning a particular aspect of his/her teaching behavior.

Final Evaluation Meeting

The teacher arranges a final evaluation session with his/her team during the last 2 months of the school year. At that session, the teacher reports efforts of self-improvement and presents evidence of attainment of objectives.

Based on the evidence presented by the teacher, the team members may make recommendations to the teacher for future use.

The official form is to be signed at this meeting. Each member of the team signs the form to show that he/she has participated in the process. No additional information shall accompany the form.

The principal or his/her designee will record the findings regarding the attainment of the objectives. Copies will be provided to the teacher, the principal, and the personnel file. The teacher may attach a separate statement to the principal's for placement in the personnel file.

The teacher shall not be held responsible for any aspect of the educational program over which he/she has no control.

Probationary Teacher Evaluation Process

Establish a Joint Union-Management Committee to research, develop and recommend a probationary teacher evaluation process that is collaborative in approach, uses objective rather than subjective criteria and has as its primary focus instructional improvement.

Prior to implementation, there must be mutual acceptance of the recommended probationary teachers' evaluation process.

Detroit Public Schools
ANNUAL TEACHER EVALUATION REPORT

School Year 19____-19____

Teacher's Name _____

File Number _____

Teaching Assignment _____

School or Unit _____

**ADMINISTRATOR STATEMENT OF
TEACHER ATTAINMENT OBJECTIVES**

The teacher named above has participated in the Teacher Evaluation Process for the above school year.

Team Members and Title

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Signature

Signature of Teacher

Date

Signature of Principal or Designee

Date

Evaluation Report has been discussed with teacher and copy presented.

Copies
White: Teacher
Pink: Principal or Designee
Canary: Area Office
Green: Personnel File Copy
Form 4035 (4-80 RO.)

Additional Recommendations

1. The equivalent of two additional days of released time shall be provided at local school option to develop school and individual teacher plans.

The existing contractual days for in-service training (ARTICLE XVIII, G. pages 56-57) and/or between the semesters (ARTICLE V, B. page 8) may also be used to work on evaluation plans or scheduled team sessions.

2. Consideration shall be given to the development of a central professional growth days' bank from which teachers may apply to attend local, regional or national professional meetings, workshops and/or programs.

**DETROIT PUBLIC SCHOOLS
OUTLINE FOR EVALUATION PROCESS**

Teacher's Name _____

Work Assignment _____

School Year _____

This optional form may be used as a guide by the teacher in clarifying his/her improvement plan to his/her team members.

I. OBJECTIVES (statement of intent toward specific improvement and their anticipated effect on student behavior):

1. _____
2. _____
3. _____

II. STRATEGIES (methods to be used to meet objectives):

III. EVIDENCE (type of data to be used to indicate progress toward the objectives, methods of gathering and interpreting that data):

IV. ORGANIZATION OF EVALUATION TEAM:
TEAM MEMBERS:

1. _____
2. _____
3. _____

Appendix F
TEACHER PROFESSIONALISM AND
SCHOOL GOVERNANCE

1. Empowerment/School-based Management (a-i)

The Board of Education 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 Board 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 Board 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 Board policy, contractual language, and state or federal guidelines in order to implement programs that meet school level needs. A joint Board/Union committee, with equal representation will be established to receive and come to consensus on waiver requests of Board policy, contractual language and state or federal guidelines. The joint committee will make recommendations regarding policy changes to the Board of Education 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 Board 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/DBE Collective Bargaining Agreement of Board 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)
- F. Revisions of Materials
- G. In-service Training (except for ¶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 3.

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 Board and 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 committee 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 Board 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/Board 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.

Appendix G

SCHOOL CALENDAR FOR 1994-95

1994

- Monday, Aug. 29, 1994 1:00 p.m. — teachers report to school.
Those new to the system or to the school will report at 9:00 a.m.
- Tuesday, Aug. 30, 1994 Schools open for teachers and students. (Half day only for students.)
- Monday, Sept. 5, 1994 Schools closed for Labor Day observance.
- Friday, Nov. 11, 1994 Schools close at noon for Veterans' Day observance.
- Wednesday, Nov. 23, 1994 Schools close at the end of day for Thanksgiving.
- Monday, Nov. 28, 1994 Schools reopen.
- Thursday, Dec. 22, 1994 Schools close at the end of the day for Christmas recess.

1995

- Tuesday, Jan. 3, 1995 Schools reopen.
- Monday, Jan. 16, 1995 Schools closed for Martin Luther King, Jr.'s Birthday observance.
- Friday, Jan. 20, 1995 End of first semester. (No students on January 19 and January 20.)
- Monday, Jan. 23, 1995 Second semester begins.
- Friday, Feb. 24, 1995 Schools close at the end of the day for Winter recess.
- Monday, March 6, 1995 Schools reopen.
- Thursday, April 13, 1995 Schools close at the end of the day for Good Friday and Easter recess.
- Monday, April 24, 1995 Schools reopen.
- Monday, May 29, 1995 Schools closed for Memorial Day observance.
- Friday, June 16, 1995 End of semester. (No students on June 15 and June 16.)

Appendix G
SCHOOL CALENDAR FOR 1995-96

1995

- Monday, Aug. 28, 1995 1:00 p.m. — teachers report to school.
Those new to the system or to the school will report at 9:00 a.m.
- Tuesday, Aug. 29, 1995 Schools open for teachers and students. (Half day only for students.)
- Monday, Sept. 4, 1995 Schools closed for Labor Day observance.
- Friday, Nov. 10, 1995 Schools close at noon for Veterans' Day observance.
- Wednesday, Nov. 22, 1995 Schools close at the end of day for Thanksgiving.
- Monday, Nov. 27, 1995 Schools reopen.
- Thursday, Dec. 21, 1995 Schools close at the end of the day for Christmas recess.

1996

- Tuesday, Jan. 2, 1996 Schools reopen.
- Monday, Jan. 15, 1996 Schools closed for Martin Luther King, Jr.'s Birthday observance.
- Friday, Jan. 19, 1996 End of first semester. (No students on January 18 and January 19.)
- Monday, Jan. 22, 1996 Second semester begins.
- Friday, Feb. 16, 1996 Schools close at the end of the day for Winter recess.
- Monday, Feb. 26, 1996 Schools reopen.
- Thursday, April 4, 1996 Schools close at the end of the day for Good Friday and Easter Recess.
- Monday, April 15, 1996 Schools reopen.
- Monday, May 27, 1996 Schools close for Memorial Day observance.
- Friday, June 14, 1996 End of semester. (No students on June 13 and June 14.)

Appendix G
SCHOOL CALENDAR FOR 1996-97

1996

- Monday, Aug. 26, 1996 1:00 p.m. — teachers report to school.
Those new to the system or to the school will report at 9:00 a.m.
- Tuesday, Aug. 27, 1996 Schools open for teachers and students. (Half day only for students.)
- Monday, Sept. 2, 1996 Schools closed for Labor Day observance.
- Monday, Nov. 11, 1996 Schools close at noon for Veterans' Day observance.
- Wednesday, Nov. 27, 1996 Schools close at the end of day for Thanksgiving.
- Monday, Dec. 2, 1996 Schools reopen.
- Friday, Dec. 20, 1996 Schools close at the end of the day for Christmas recess.

1997

- Thursday, Jan. 2, 1997 Schools reopen.
- Friday, Jan. 17, 1997 End of first semester. (No students on January 16 and January 17.)
- Monday, Jan. 20, 1997 Schools closed for Martin Luther King, Jr.'s Birthday observance.
- Tuesday, Jan. 21, 1997 Second semester begins.
- Friday, Feb. 21, 1997 Schools close at the end of the day for Winter recess.
- Monday, March 3, 1997 Schools reopen.
- Thursday, March 27, 1997 Schools close at the end of the day for Good Friday and Easter Recess.
- Monday, April 7, 1997 Schools reopen.
- Monday, May 26, 1997 Schools close for Memorial Day observance.
- Friday, June 13, 1997 End of semester. (No students on June 13 and June 14.)

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 they check “Pay Doctor” box on claim form (this occurs with over 95% of claims paid).

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

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 family—20% co-pay.

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

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

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

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

SAT-2—provides coverage for detoxification (3-5 days) and rehabilitation (up to 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 Board of Education.

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/Detroit Board of Education 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 \$750 per eligible family member per contract year for Class I & II Benefits. A \$500 Lifetime Maximum applies to Class III Benefits per eligible person.

Appendix I
OFFICIALLY DESIGNATED HOSPITALS AND CLINICS
(Includes Pre-Employment Physicals, D.O.T., T.B., Lab Tests)

DESIGNATED CLINICS

Downtown

| | | |
|------------------------------------|-------------------|----------|
| Doctors Hospital Industrial Clinic | 2730 E. Jefferson | 259-3050 |
| Maybury Medical Clinic | 1320 Wilkins | 393-2300 |

Central

| | | |
|------------------------------|------------------|----------|
| Detroit Industrial Clinic | 60 W. Hancock | 831-3130 |
| Virginia Park Medical Center | 8500 14th Street | 894-6489 |

Northeast

| | | |
|---------------------------------|-------------------|----------|
| Maybury Medical Clinic | 8220 E. McNichols | 365-8220 |
| Motor City Medical Center, P.C. | 4825 E. McNichols | 893-1200 |

Northwest

| | | |
|-----------------------------------|-------------------------|----------|
| Detroit Industrial Clinic | 20755 Greenfield, Sfld. | 569-5144 |
| First Care Detroit | 20720 Plymouth | 759-1100 |
| Northwest Gen'l Industrial Clinic | 8741 W. Chicago | 834-9111 |
| Maybury Medical Clinic | 8830 W. McNichols | 862-9400 |

Southwest

| | | |
|------------------------|--------------------|----------|
| Maybury Medical Clinic | 901 W. Grand Blvd. | 894-1105 |
|------------------------|--------------------|----------|

Suburban North

| | | |
|----------------------------|-----------------------------|----------|
| Detroit Industrial Clinics | (call for nearest location) | 569-5144 |
|----------------------------|-----------------------------|----------|

Suburban West

| | | |
|----------------------------|-----------------------------|----------|
| Detroit Industrial Clinics | (call for nearest location) | 569-5144 |
|----------------------------|-----------------------------|----------|

DESIGNATED HOSPITALS

(Emergency Only)

| | | |
|-------------------------------|----------------------------|----------|
| Detroit Riverview Hospital | 7733 E. Jefferson | 489-4000 |
| Doctors Hospital | 2730 E. Jefferson | 259-3050 |
| Grace Hospital | 6071 W. Outer Drive | 966-3300 |
| Harper Hospital | 3990 John R | 745-8040 |
| Hutzel Hospital | 4787 E. St. Antoine | 745-7552 |
| Michigan Osteopathic Hospital | 2700 Martin Luther King | 361-8000 |
| Providence Hospital | 16001 W. 9 Mile Rd., Sfld. | 424-3331 |
| Mercy Hospital | 5555 Conner Avenue | 579-4000 |
| Saratoga Community Hospital | 15000 Gratiot | 245-1200 |
| Sinai Hospital of Detroit | 6767 W. Outer Dr. | 493-6824 |
| St. John Hospital | 22101 Moross | 343-4000 |
| Southwest Detroit Hospital | 2401 20th Street | 496-7700 |

WAGE & BENEFITS GUIDE FOR DFT BARGAINING UNIT
(SUBJECT TO APPLICABLE TEXT OF THE AGREEMENT OR PAST PRACTICE)

| CLASSIFICATION | Salary (1) | Health Insurance (employee) | Health Ins. (employee) | Dental-employee | Dental-Full Fam. | Pres. (co-pay) | Life Insurance | Layoff Notice | Holidays | Differential | Longevity (yr./amtl.) | Maximum Step. | SICK BANK |
|--|------------|-----------------------------|------------------------|-----------------|------------------|------------------|----------------|---------------|----------|--------------|-----------------------|---------------|----------------------|
| Accompanist | A | X | X | X | X | X | X | (2) 60 days | X | No | 11/250 | 5 | 15 days/year |
| Adult Educator | H | X | X* | (or health) | No | if hlt. selected | No | 2 weeks | X | No | 0 | 3 | 1 hr./25 hrs. |
| Attendance Agent/Officer | A | X | X | X | X | X | X | (2) 60 days | X | No | 15/250 | 9/10 | 15 days/year |
| Apprentice Training Teacher | A | X | X | X | X | X | X | (2) 60 days | X | No | 15/250 | 10 | 15 days/year |
| Auditorium Teacher | A | X | X | X | X | X | X | 60 days | X | (4/7) | 15/250 | 11 | 15 days/year |
| Counselor (Promoted) Counselor (Teacher Guidance) | A | X | X | X | X | X | X | 60 days | X | (3/7) | 15/250 | 7/12 | 15 days/year |
| Day Trade Teacher | A | X | X | X | X | X | X | 30 days | X | No | 15/250 | 9/10 | 15 days/year |
| Educational Technician | H | X | X* | (or health) | No | if hlt. selected | No | 2 weeks | X | No | 15/250 | 1 | 1 hr./25 hrs. |
| *Emergency Substitute (ES) | D | X | No | No | No | No | No | 1 day | No | No | 0 | 3 | No |
| *Emergency Substitute (ES) (Five (5) Days) | D | X | No | No | No | No | No | 1 day | No | No | 0 | 3 | 2 days per semester |
| Emergency Substitute Regular Position (ESRP) | B | X | X | X | X | X | X | 2 days | X | No | 0 | 3 | 1 per 20 days worked |

VISION CARE—Beginning the 1986-87 school year, the Board shall provide a comprehensive full-family vision-care program to all full-time salaried and full-time hourly-rated employees.
(10% co-pay)(10% co-pay, new hires only)**BA & M only Effective the 1994-95 school year all new hires will receive HMO coverage for first 2 years of employment.

WAGE & BENEFITS GUIDE FOR DFT BARGAINING UNIT
(SUBJECT TO APPLICABLE TEXT OF THE AGREEMENT OR PAST PRACTICE)

| CLASSIFICATION | Salary (1) | Health Insurance (employee) | Health Ins. Full Fam. | Dental (or employee) | Dental Full Fam. | Pre. (co-pay) | Life Insurance | Layoff Notice | Holidays | Differential | Longevity (yr./amt.) | Maximum Step. | SICK BANK |
|------------------------------------|------------|-----------------------------|-----------------------|----------------------|------------------|------------------|----------------|---------------|----------|--------------|----------------------|---------------|----------------------|
| JPTA Nurses | H | | *X | (or health) | | | X | 2 weeks | X | | 15/250 | 3 | 1 hr./25 hrs. worked |
| Librarian/Media Specialist | A | X | X | X | X | X | X | 60 days | X | (7) | 15/250 | 11 | 15 days/year |
| Microcomputer Technician | D | X | X | X | | | X | 2 weeks | X | X | 15/250 | 1 | 12 days/year |
| Music Therapist | A | X | X | X | X | X | X | 60 days | X | (7) | 15/250 | 11 | 15 days/year |
| Non-Public School Teacher | H | X | *X | (or health) | No | if hlt. selected | No | 2 weeks | X | No | 15/250 | 1 | 1 hr./25 hrs. |
| Occupational Therapist | A | X | X | X | X | X | X | (2) 60 days | X | (4)(7) | 15/250 | 11 | 15 days/year |
| On-Camera Teacher | A-11 month | X | X | X | X | X | X | 60 days | X | (7) | 15/250 | 11 | 15 days/year |
| Physical Therapist | A | X | X | X | X | X | X | (2) 60 days | X | (4)(7) | 15/250 | 11 | 15 days/year |
| Psychologist | A | X | X | X | X | X | X | 60 days | X | (4)(7) | 15/250 | 11 | 15 days/year |
| Registered Nurse | A | X | X | X | X | X | X | (2) 60 days | X | No | 11/300 | 10*** | 15 days/year |
| Regular Emergency Substitute (RES) | D | X | option to buy health) | (or health) | No | if hlt. selected | No | 2 days | No | No | 0 | 3 | 2 days per semester |
| Resource Teacher | A | X | X | X | X | X | X | 60 days | X | (7) | 15/250 | 11 | 15 days/year |

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

*(10% co-pay) **(10% co-pay, new hires only) ***BA & M only

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

WAGE & BENEFITS GUIDE FOR DFT BARGAINING UNIT
(SUBJECT TO APPLICABLE TEXT OF THE AGREEMENT OR PAST PRACTICE)

| CLASSIFICATION | Salary (1) | Health Insurance (employee) | Health Ins. Full Fam. | Dental Employee | Dental Full Fam. | Pres. (co-pay) | Life Insurance | Layoff Notice | Holidays | Differential | Longevity (yr./amlt.) | Maximum Step. | SICK BANK |
|--|------------|-----------------------------|-----------------------|-----------------|------------------|---------------------|----------------|----------------|----------|--------------|-----------------------|---------------|---------------|
| ROTC: Instructor Asst. Instructor | A | X | X | X | X | X | X | (2) 60 days | X | No | 15/250 | 5 | 15 days/year |
| School Community Agent (5) | A 12-mo. | X | X | X | X | X | X | 60 days | X | No | 15/250 | 9 | 17 days/year |
| School Social Worker | A | X | X | X | X | X | X | (2) 60 days | X | (4)(7) | 15/250 | 11 | 15 days/year |
| Senior Teacher | A | X | X | X | X | X | X | 60 days | X | (4)(7) | 15/250 | 11 | 15 days/year |
| Special Education Teacher | A | X | X | X | X | X | X | 60 days | X | (6)(7) | 15/250 | 11 | 15 days/year |
| Special Education Teacher Counselor | A | X | X | X | X | X | X | 60 days | X | (6)(7) | 15/250 | 11 | 15 days/year |
| Special/Vocational Instructor | H | X | X* | (or health) | No | if hit. selected | No | 2 weeks | X | No | 15/250 | 1 | 1 hr./25 hrs. |
| Speech Therapist | A | X | X | X | X | X | X | 60 days | X | (6)(7) | 15/250 | 11 | 15 days/year |
| Teacher: Elementary Secondary | A | X | X** | X | X | X | X | 60 days | X | (7) | 15/250 | 11 | 15 days/year |
| Teacher Consultants | A | X | X | X | X | X | X | 60 days | X | (6)(7) | 15/250 | 11 | 15 days/year |

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

*(10% co-pay) ***(10% co-pay, new hires only) ****(10% co-pay, new hires only) *****BA & M only

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

WAGE & BENEFITS GUIDE FOR DFT BARGAINING UNIT
(SUBJECT TO APPLICABLE TEXT OF THE AGREEMENT OR PAST PRACTICE)

| CLASSIFICATION | Salary (1) | Health Insurance (employee) | Health Ins. Full Fam. | Dental Employee | Dental Full Fam. | Pres. (co-pay) | Life Insurance | Layoff Notice | Holidays | Differential | Longevity (yr./amt.) | Maximum Step. | SICK BANK |
|-----------------------------|------------|-----------------------------|-----------------------|-----------------|------------------|----------------|----------------|---------------|----------|--------------|----------------------|---------------|--------------|
| Work Study Assistants (WSA) | A | X | X | X | X | X | X | 2 weeks | X | No | 15/250 | 3 | 15 days/year |

- (1) Salary: Annual = A, Hourly = H, Daily = D, Bi-Weekly = B
- (2) Past practice
- (3) Promoted counselors only—see Contract
- (4) \$125 annually
- (5) 48-week employees with pay prorated over 52 weeks
- (6) Teachers of Emotionally Impaired & Teacher Consultants—\$225 annually
Other Special Education Teachers and Teacher Consultants—\$125 annually
- (7) Degree: MA—MA + 30—Doctorate
- (8) \$1,000 annually

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

PAID HOLIDAYS (8 1/2):

- Labor Day
- Veterans Day (1/2)
- Thanksgiving
- Day After Thanksgiving
- Christmas Day
- Martin Luther King's Birthday
- New Year's Day
- Good Friday
- Memorial Day

*Only subs assigned to work 5 days a week are eligible for health insurance.

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