

SCHOOL DISTRICT OF THE CITY OF DETROIT
SETTLEMENT PROPOSAL
TO
THE DETROIT FEDERATION OF TEACHERS, LOCAL 231
DECEMBER 3, 2009

DURATION

All provisions of the 2005-2009 Agreement not specifically changed by mutual agreement shall be carried forward in the new Agreement.

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 2009 and shall continue in effect through June 30, 2012.

RETIREMENT

Payment of Unused Sick Days Upon Retirement

For retirements of all bargaining unit members effective on or prior to July 1, 2010, the formula for payment of unused leave days shall be as provided in Article Eleven, Section C of the 2005-2009 Collective Bargaining Agreement. To qualify for this payment, a Separation of Service form must be filed with the Division of Human Resources by February 15, 2010 indicating a retirement date no later than July 1, 2010. Employees who fail to provide such notice shall receive payment of unused sick days pursuant to the formula for employees who retire after July 1, 2010, as detailed below.

For retirements effective after July 1, 2010, upon retirement from the District with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employees' Retirement System, all bargaining unit members shall be paid one-fifth (1/5) of their daily rate for each day in their sick bank between one (1) and seventy (70); one fourth (1/4) of their daily rate for each day in their sick bank between seventy-one (71) and one hundred thirty (130); and one half (1/2) of their daily rate for each day in their leave bank between one hundred thirty-one (131) and two hundred (200). There shall be no pay for accumulation above two hundred (200) days.

Unit members who left the bargaining unit and returned without a break in District Service and worked less than one (1) full school year, upon return shall be eligible for one-fifth (1/5) of their daily rate of pay for each day in their leave bank between one (1) and seventy (70).

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PROFESSIONAL COMPENSATION

Termination Incentive Plan

Beginning January 12, 2010 and ending with the fourth (4th) pay of the 2011-2012 school year (for a total of 40 payments), all salaried members of the bargaining unit (except assistant attendance officers, accompanists and members who work less than .50 FTE) shall have \$250 per pay deducted from their pay and deposited into a Termination Incentive Plan (TIP) account. (Deductions shall not be made for the four (4) summer checks for members on 26 pays – checks numbered 23-26). A total of all deposits into an individual member's TIP account shall be shown on the member's pay stub. Assistant attendance officers, accompanists, members who work less than .50 FTE, hourly and daily rated members shall not be required to pay into the TIP account but shall have the option of doing so.

2009 Termination Incentive Payment

Bargaining unit members who retire or resign from the District following ratification of the 2009-2012 Agreement shall receive a Termination of Service Bonus of one-thousand dollars (\$1,000) for each year of service with the District up to ten (10) years of service, with a cap of \$10,000. Bargaining unit members on layoff status shall not be entitled to this Bonus until such time as they are removed from the layoff list pursuant to Article Fifteen. However, no member's Termination of Service Bonus shall exceed the amount he/she contributed to his/her TIP account pursuant to Article Nine, Section B.

Members may elect to have their Termination of Service Bonus paid as a lump sum, deposited into an annuity, or deposited into a Tax Deferred Plan (TDP).

Wages

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

1. The salary for the 2009-2010 and 2010-2011 school years shall be the salary in effect for the 2008-2009 school year.

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2. A base salary increase of one percent (1%) for all bargaining unit members (unless specified elsewhere in the Agreement) shall be effective the first day of the first semester of the 2011-2012 school year.

3. **Program For Increased Enrollment**

Bargaining unit members (unless specified elsewhere in this Agreement) may be entitled up to an additional two percent (2%) salary increase effective the first day of the second semester of the 2011-2012 school year. The potential additional salary increase will be computed using the percentage increase in the District's audited FTE count (as certified by the Wayne County RESA audit based on the fourth Wednesday count) over the budgeted enrollment (Per District's 2011-2012 budget as published on July 1, 2011), reduced by the percentage shortfall (if any) in the actual per pupil foundation grant (as reported in the State of Michigan appropriated budget for K-12 education and any subsequent legislation amending the foundation allowance for the 2011-2012 fiscal year. The salary increase will be 0% to 2% in accordance with the following:

a. Calculate the percentage increase between the budgeted FTE count and the audited FTE count as confirmed by the audit performed by Wayne Regional Educational Service Agency. If the audited FTE count is less than the budgeted FTE count, DFT will not receive a salary adjustment for the second semester.

b. Calculate the percentage decrease (if any) between the budgeted foundation allowance and actual foundation allowance as documented in the State of Michigan appropriated budget for K-12 education and any subsequent legislation amending the foundation allowance. If the audited FTE count is less than the budgeted FTE count, DFT will not receive a salary adjustment for the second semester.

c. To compute the amount of the raise, take the audited FTE count percentage increase, and subtract the foundation allowance percentage decrease (if any) and round to the nearest half percentage (1.0%, 1.5%, 2.0%). If both the audited FTE count and foundation allowance percentages increase, the raise shall be the percentage increase in the audited FTE count, rounded to the nearest half percent (1.0%, 1.5%, 2.0%).

d. The maximum salary adjustment is 2%.

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e. If the difference is less than 1%, DFT will not receive a salary adjustment for the second semester.

INSURANCE

There will be two (2) HMO Plans: HAP and Total.

There will be two (2) PPO Plans: Both administered by Blue Cross

Health Insurance

a. Health Insurance Options

Eligible employees may elect health insurance for himself/herself and eligible dependents.

Effective January 1, 2010, bargaining unit members who elect health insurance coverage will be eligible to receive coverage under one of two HMO plans or one of two PPO plans.

Employees choosing HMO coverage will be required to pay 10% of the annual premium cost via payroll deduction.

Employees choosing PPO coverage will be required to pay 10% of the annual premium cost of the chosen PPO plan, plus the difference in premium cost between the PPO plan selected by the employee and the higher cost HMO plan. Such premium cost sharing will occur via payroll deduction.

Employees choosing PPO coverage will have the following options available:

PPO Plan 1

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

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

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

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PPO Plan 2

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

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

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

b. Prescription Co-Pay

The co-pay for generic equivalent prescription drugs will be five dollars (\$5) per prescription, the co-pay for non-generic, formulary prescription drugs will be twenty-five dollars (\$25) per prescription and the co-pay for non-generic, non-formulary prescription drugs shall be forty dollars (\$40)

Employees utilizing the mail order prescription drug program will receive a ninety (90) day supply at a cost of two (2) prescription co-pays.

c. Emergency Room and Urgent Care Co-Pay

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

d. Opt Out Plan – Eliminated

e. Mid Contract Review of Health Plan

The School District of the City of Detroit and the Detroit Federation of Teachers (DFT) have agreed to changes in the medical, pharmacy, dental and vision plans to become effective January 1, 2010.

These benefits will serve to meet the District's designated health care budget for the 2010 calendar year.

Should the actual health care costs (medical claims, pharmacy claims, dental claims, insured premiums and administrative cost) for the 2010 calendar year be less than the final budget (based on actual enrollment), the District and the DFT

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will discuss the opportunity to have the financial benefit of this excess accrue to the covered employees.

The review of 2010 costs will occur in the 2nd quarter of 2011, 18 months after the effective date of the plan changes, in order to evaluate true mature costs and impact to reserves. The evaluation shall be conducted by a joint committee of the bargaining units and management. Savings in excess over original budget will be identified and the manner in which the benefit will accrue to the employees shall be mutually determined and equitably distributed.

Dental Insurance

There will be two dental plans – Delta and Delta Care

Eligible employees may elect dental insurance for himself/herself and eligible dependents. Eligible employees may choose one of two dental plans. Employees shall contribute 10% of the cost of the dental insurance selected.

Life Insurance/Death Benefits

Life insurance shall be increased from \$20,000 to \$25,000

SICK LEAVE

Accumulation and Carryover of Sick Leave

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

The five (5) frozen sick days removed from unit members' sick banks during the 2006-2007 school year shall be restored to the members sick bank effective January 1, 2010.

Borrowing of Days – Current language eliminated – replaced with new language.

New language:

Sick Leave Donation

The School District of the City of Detroit (“District”) and the Detroit Federation of Teachers, Local 231 (“Union”) are committed to working together to develop a process by which members

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may donate sick leave days to other members who are suffering from a catastrophic illness and have exhausted their sick leave bank on account of the catastrophic illness.

Medical Examinations

After five (5) consecutive work days of sick leave, a teacher must furnish a statement from his/her physician on a form provided by the District for such purpose, in order to secure his/her next pay check.

SCHOOL SCHEDULES

Elementary School Day

Effective the second semester of the 2009-2010 the regular school day shall be exactly seven (7) hours and eleven (11) minutes,....

Effective the 2010-2011 school year the regular school day shall be exactly seven (7) hours and ten (10) minutes,

Preparation Periods

Each elementary and K-8 teacher [pre-kindergarten through grade eight (8)] shall receive a minimum of five (5) forty-five (45) minutes preparation periods per week within the regular school day.

In elementary and kindergarten through grade eight (8) schools, the District shall have the right to utilize one (1) preparation period per week as a common preparation period. The common preparation period shall occur on Fridays. The specific period during the day which shall serve as the common preparation period may vary from school to school.

School Day

In order to ensure a safe working environment for everyone in the District's schools and to assist with the supervision of students, all teachers are to be on duty at their rooms at the entry bell and stand outside their doors in the hallways before and after school and

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during passing time for the purpose of monitoring arrival, class changes, dismissal and to take a proactive role in addressing potential safety concerns.

Layoff Notice

From April 2nd to the end of the school year, an employee who is scheduled to be laid off shall be given a written notice of sixty (60) calendar days prior to the effective layoff date. From the beginning of the school year through April 1st, an employee who is scheduled to be laid off shall be given a written notice of thirty (30) calendar days prior to the effective layoff date. For purposes of this article, the beginning of the school year is defined as the employees' return to work date as determined by the academic calendar.

Open Transfer Period

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

Assault

Transfer/Suspension of Students Upon Assault

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

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

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LAYOFF AND RECALL

Recall

2. Notification of Recall (restructured)

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

If the first ten (10) calendar days expire and the employee has not contacted the District, the employee shall be reinstated contingent upon the employee contacting the District within the next ten (10) calendar days. The recalled position will not be held after the first ten (10) calendar days. Failure to respond to the written notice within a total of twenty (20) days from the date the original notice of recall was sent shall result in the District sending a written notice to the employee that they have been terminated for failure to respond to the notice of recall. The District shall be under no further obligation to the employee.

3. Refusal of Recall (restructured)

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

If a teacher is recalled to his/her subject area and he/she refuses the recall, the teacher shall be terminated without further obligation on the part of the District. However, if the teacher to be recalled is currently employed by another school district, the teacher will be allowed to complete the school year in that district and will be recalled at the beginning of the next school year. If the recalled teacher has confirmed employment elsewhere, the teacher will be allowed up to thirty (30) calendar days to report to work to any recalled position for which he/she is qualified to teach. 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.

TEACHER ACTIVITIES

Parent-Teacher Conferences

Each semester, specific times shall be designated by the principal and School Union Committee or when applicable, the Shared Decision-Making Committee or School Leadership Team for

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parent-teacher conferences. All scheduled conferences must be in compliance with the Michigan Department of Education mandated days and/or hours of instruction.

Attendance Forms

The District will, in consultation with the Union, provide training and information regarding the new electronic attendance gathering system.

Timing of Report Cards

Student report cards shall be distributed two (2) times each semester – four (4) times per year – with parental conferences and/or advance written warning to parents of possible failures. Kindergarten and Pre-K progress reports shall be distributed four (4) times per year. The Pre-K progress reports shall be in accordance with state and federal guidelines and Head Start, respectively.

TENURE; COMPETENCE; ASSISTANCE AND REPORT

Teacher Evaluation Process

Teachers shall be evaluated in accordance with the evaluation requirements provided in the Michigan Teachers' Tenure Act. Comprehensive evaluation tools and evaluation process will be jointly developed by the District and the Union. The tool shall be used to evaluate all teachers, both in terms of providing development and growth for all teachers, and for determination of a teacher's effectiveness. Those schools not participating in the Peer Assistance and Review process will participate in a newly developed evaluation process by the beginning of the 2010 – 2011 school year. Consistent with the goal of this Agreement to dramatically improve student achievement, the teacher evaluation tool shall include, but not be limited to those factors that impact student achievement data and the use of current research-based practices.

The evaluation tool and process shall be jointly developed and implemented for the 2010-2011 school year.

The evaluation process for the 2009-2010 school year shall be the process that appeared in the 2005-2009 Collective Bargaining Agreement.

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GRIEVANCE PROCEDURE

The time limit of sixty (60) calendar days does not apply to grievances related to errors that occur in the computation of wages or fringe benefits provided that such claims regarding errors in the computation of wages or fringe benefits must be brought within three (3) years from the date it is reasonable to assume that the Union and/or the individual first became aware of the conditions giving rise to the grievance.

LAYOFF AND RECALL

A. Layoff

2. Rights Under Layoff

Employees laid off through the procedure as stated in Section A above shall be maintained on a recall list for a period of four (4) years from the date of layoff.

B. Recall

2. Notification of Recall

Notification of recall shall be forwarded to the employee at the employee's last known address by regular mail which may include overnight mail with a copy sent to the Union. It shall be the responsibility of the employee to notify the District of any change of address immediately after such change.

TRANSFERS AND VACANCIES

Request/Right to Return

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

Notification

Contract teachers must be given three (3) days' notice before forced transfer due to lowered enrollment, except during reorganization; in the fall semester not later than the fourth Wednesday, and in the second semester during the first ten (10) school days.

All bargaining unit members shall receive at least three days' notice before they are transferred from one regular assignment to another regular assignment.

Letter of Agreement

between

The School District of the City of Detroit

and

The Detroit Federation of Teachers

**INSTRUCTIONAL REFORM – SHARED DECISION-MAKING
JOINT LABOR-MANAGEMENT SHARED DECISION-MAKING COMMITTEE**

The School District of the City of Detroit (“District”) and the Detroit Federation of Teachers, Local 231 (“Union”) in their Letter of Understanding-Contract Extension of August 26, 2009 mutually agreed to negotiate in good faith a successor agreement focused on enhancing student achievement through Instructional Reforms, Economic Reforms, and Operational Reforms.

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To this end, in order to develop specific recommendations in the area of Instructional Reform – Shared Decision-Making, the parties agree, by their representatives' signatures below, to abide by the following procedures for establishment of a Joint Labor-Management Shared Decision-Making Committee.

Joint Labor-Management Shared Decision-Making Committee

The Joint Labor-Management Shared Decision-Making Committee shall be composed of an equal number of Union and District representatives. There shall be no more than ten (10) Committee members. The Joint Labor-Management Shared Decision-Making Committee members shall be identified by January 15, 2010. The Committee shall develop a calendar of no less than one (1) meeting per month, with additional meetings scheduled as needed. The Committee shall operate by consensus decision-making.

Schools that are interested in participating in Shared Decision-Making (SDM) shall submit applications of intent signed by the local building representative and the principal. Submission of the application shall be subject to the approval of at least two-third (2/3) of the school based staff eligible to vote.

The District and the Union shall appoint a Joint Labor-Management Shared Decision-Making Committee. The Joint Labor-Management Shared Decision-Making Committee shall establish the criteria for the level of school autonomy in shared decision-making. The Joint Labor-Management Shared Decision-Making Committee shall review the application and meet with the principal and bargaining unit members. The purpose of the meeting shall be to review the areas for which shared decision-making shall apply.

School Leadership Team

The School Leadership Team shall be established at the school level and have no more than twelve (12) committee members, consisting of, but not limited to, Principal, Assistant Principal (if applicable), DFT Building Representative and four (4) Teachers. Participating schools shall select School Leadership Teams based upon a peer selection process. Any schools with a

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team in place as of September 1st will have an opportunity each October to change the composition of its team.

Decisions in accordance with the established policies and practices for shared decision-making shall be made by consensus. The implementation of the decisions will be carried out by the principal and other members of the school staff, as necessary.

Shared Decision-Making

The District and the Union agree that Shared Decision-Making (SDM) is a process in which the School Leadership Team (SLT) will work collaboratively with the Principal in identifying issues, defining goals relative to the Academic Achievement Plan, developing school budgets and formulating policy and the implementation of such. The uniqueness of each school community requires that the organizational and instructional issues discussed are determined by the SLT. The District and the Union agree that in order to achieve SDM at the school level, the SLT must agree to participate in required SDM training and work cooperatively in order to bring about changes, which may include significant restructuring of instruction.

Eligibility and Involvement

All schools are eligible to apply for participation in SDM. School participation shall be voluntary and subject to approval by two-third (2/3) of the school based staff eligible to vote. If a school wished to withdraw from the SDM program, a request to withdraw must be submitted at least thirty (30) days prior to the end of the applicable school year, and shall be effective the ensuing school year. The decision to withdraw shall be voluntary and subject to approval by at least two-third (2/3) of the school based staff eligible to vote.

Schools involved in SDM shall conduct ongoing self-evaluation based on tools identified and developed by May 1, 2010 by the Joint Labor-Management Committee and modify the program as needed.

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Professional Development

The District shall be responsible for making available appropriate professional development and support requested by schools involved in SDM, as well as schools expressing an interest in future involvement in the program.

For the Union:

For the School District of the City of Detroit:

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

INSTRUCTIONAL REFORM – PROFESSIONAL DEVELOPMENT
JOINT DISTRICT- UNION PROFESSIONAL DEVELOPMENT COMMITTEE

The School District of the City of Detroit (“District”) and the Detroit Federation of Teachers, Local 231 (“Union”) in their Letter of Understanding-Contract Extension of August 26, 2009 mutually agreed to negotiate in good faith a successor agreement focused on enhancing student achievement through Instructional Reforms, Economic Reforms, and Operational Reforms.

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To this end, in order to develop specific recommendations in the area of Instructional Reform – Professional Development, the parties agree, by their representatives' signatures below, to abide by the following procedures for establishment of a Joint Labor-Management Professional Development Committee.

District-Wide Joint Labor-Management Professional Development Committee

The District and the Union shall appoint a District-Wide Joint Labor-Management Professional Development Committee. The District-Wide Committee shall jointly establish the framework to include method and content for professional development opportunities focused on raising student achievement.

The District-Wide Committee shall be composed of an equal number of District and Union representatives. There shall be two Committee co-chairs, one appointed by the Union and one appointed by the District. Committee members shall be identified by January 15, 2010. The Committee shall develop a calendar of no less than four (4) meetings per school year, with additional meetings scheduled as needed. Every Committee meeting shall follow a written agenda developed jointly by Union and District and distributed to Committee members prior to the meetings. Written minutes of Committee proceedings shall be maintained. The Committee shall operate by consensus decision making.

Prior to the District-Wide Committee's first meeting, Committee members shall receive training on the District's Academic Plan.

In developing a comprehensive professional development program to increase student achievement, the District-Wide Committee may include courses for which the District has received or will receive grant monies, courses offered by AFT's Education Research and Dissemination (ER&D) Program, programs provided by Wayne County RESA, and institutions of higher learning, as well as other resources.

The District-Wide Committee shall also determine when professional development, other than school based professional development, will be offered (and whether it is mandatory or voluntary, among other issues). The Committee shall also serve as a resource for School-Based Joint Labor-Management Professional Development Committees to develop school-based professional development opportunities.

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School-Based Joint Labor-Management Professional Development Committee

The School Leadership Team of every school shall establish a School-Based Joint Labor-Management Professional Development Committee. This School Committee shall establish a school-based professional development program focused on raising student achievement. In coordination with the District's Academic Plan and district priorities, the School Committee will determine how the program's content is delivered and ensure its implementation. All professional development shall be supportive of the collaborative, shared decision making approach.

The School Committee shall be composed of teachers and School Administration representatives. There shall be two School Committee co-chairs, one appointed by the Union and one appointed by the School Administration. School Committee members shall be appointed by January 15, 2010. The School Committee shall meet as necessary to fulfill its responsibilities. Every Committee meeting shall follow a written agenda developed jointly by Union and School Administration and distributed to the entire school. Written minutes of School Committee proceedings shall be kept. The Committee shall operate by consensus decision making.

The School Committee members from throughout the District shall receive training on the District's Academic Plan.

In developing the school's professional development program to increase student achievement, the School Committee shall focus on training that supports the school's educational program. The School Committee shall consider the District-Wide Committee as a resource for school-based professional development.

Three (3) staff meetings per month or the banking of equivalent times may be utilized for professional development. The Principal is not precluded from discussing operational issues during any of these three (3) staff meetings or at a meeting(s) where the time has been banked.

For the Union:

For the School District of the City of Detroit:

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Letter of Agreement

between

The School District of the City of Detroit

and

The Detroit Federation of Teachers

INSTRUCTIONAL REFORM – PRIORITY SCHOOLS

The School District of the City of Detroit (“District”) and the Detroit Federation of Teachers, Local 231 (“Union”) in their Letter of Understanding-Contract Extension of August 26, 2009 mutually agreed to negotiate in good faith a successor agreement focused on enhancing student achievement through Instructional Reforms, Economic Reforms, and Operational Reforms.

To this end, in order to develop specific recommendations in the area of Instructional Reform – Priority Schools, the parties agree, by their representatives’ signatures below, to abide by the following procedures for establishment of Priority Schools.

The Priority Schools intend to offer a rigorous educational program which includes extended day/year and measurable expectations. The District shall provide all adopted instructional materials to effectively address the educational and instructional needs of students

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and staff, including textbooks, supplemental supplies, and equipment.

To implement the Priority Schools' educational program it is essential that there be cooperation between the District and the Union, which parties have agreed to accommodate necessary and unusual requirements in order to implement the Priority Schools – creative teaching methods; acceleration of improved student achievement as measured by MDE standards; creative scheduling; dedicated staff assigned to each school; extended school day/extended year; and parental and community engagement.

This Letter of Agreement (“Agreement”) is made by and between the District and the Union for the purpose of establishing certain work rules to govern the operation of Priority Schools. The parameters for the Priority Schools will accommodate the following:

1. The District and the Union shall identify the criteria for the establishment of “Priority Schools.” Determination of such schools shall be based upon data inclusive of, but not limited to, student performance on standardized tests, student attendance, transiency, chronic discipline and/or violence concerns, and Adequate Yearly Progress (AYP) status, and other provisions identified by No Child Left Behind (NCLB). Priority schools shall not be limited to low performing schools.
2. Schools identified as Priority Schools shall participate in the Shared Decision-Making Program as outlined in the collective bargaining agreement. Upon the selection of the staff, each Priority School shall select a School Leadership Team (SLT) as described in the collective bargaining agreement.
3. The Selection Committee shall be convened for the purposes of approving the criteria for establishment of Priority Schools and developing criteria for the recruitment, selection, and retention of staff at a Priority School. The District shall determine which schools will be designated Priority Schools. The Selection Committee will be responsible for interviewing and selecting staff at Priority Schools.

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The Selection Committee shall include the Chief Academic Officer (or designee), School Principal, Union President (or designee), and the DFT Labor Relations Administrator who represents the affected school(s). The Emergency Financial Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall vote in the event of a tie on decisions made by the Selection Committee.

4. Staffing at Priority Schools shall be on an application basis. Criteria for selection shall be determined by the Selection Committee. Interested DFT members must apply for assignment to a Priority School and be selected via an interview by the Selection Committee. All instructional and instructional support personnel shall be members of the bargaining unit.

In the event a Priority School is unable to fill positions, any qualified member from a lay-off list may apply based on a job posting and be selected regardless of position on the lay-off list. If no one from the lay-off list applies or is selected, the position may be posted on the District's website for external candidates.

5. Members selected for the Priority Schools must possess a valid Michigan teaching certificate (or applicable license) with an endorsement in the content area and/or specialty skill for their assignment, and meet the Highly Qualified requirements of the No Child Left Behind (NCLB) and Individuals with Disabilities Education (IDEA) Acts.
6. There shall be an extended day/school year for the Priority Schools contingent upon funding. If the Priority Schools have an extended school year, members of the bargaining unit shall be paid at their regular daily rate for the additional days worked. Any hours worked beyond the regular school day will be paid at the hourly rate. The three (3) year summer school rotation provision of the collective bargaining agreement does not apply to Priority Schools.

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7. Members shall be required to engage in prescriptive and prescribed professional development days within the regular school year and designated additional professional development days. Additional professional development days will be paid at the workshop rate.

8. Upon selection to serve in a Priority School, a member will be required to complete prescribed professional development specifically designed to meet the instructional needs of the Priority Schools and leading to a Certificate of Qualification. During employment at a Priority School, members selected and assigned to a Priority School shall do so with the understanding that their ongoing assignment at the Priority School shall be contingent upon staff meeting evaluative criteria in an annual review process.

The evaluative criteria shall include, but not be limited to, the member maintaining the requirements of the job posting, meeting pre-established benchmarks and targets, making a continuing commitment to all that is prescribed in this Agreement. The established goals and objectives along with the evaluative criteria must be clearly articulated to all members of the bargaining unit at the time of the job posting and selection.

A member who is not meeting the evaluative criteria required by the Priority School, using supportive evidence and data, will be informed of the basis for evaluative findings and shall be referred to an alternative resource for assistance with implementing the model in a more effective way.

Members who do not receive an annual review shall be presumed to have met such goals and objectives.

9. In the event a member decides not to return to the Priority School or the Principal advises a member that he/she will not be retained for the following school year, the

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District shall post the position and the Selection Committee shall be reconvened to interview and select a replacement from a pool of eligible candidates.

10. In the event a teacher decides not to return to the Priority School or the Principal advises a teacher that he/she will not be retained for the following school year, that teacher shall maintain the same rights as any other DFT member and be referred to the Division of Human Resources for placement in a vacancy.

If there is no vacancy available for which the teacher is certified, the teacher shall be reclassified as a CTAL until a vacancy for which the teacher is certified becomes available. If in the following school year no vacancy is identified, the teacher shall be referred to the Emergency Financial Manager/designee and the Union president/designee who will jointly determine how the teacher's service may be utilized.

All other members of the bargaining unit who decide not to return to the Priority School or who the Principal advises he/she will not be retained for the following school year shall maintain the same rights as any other DFT member and be referred to the Division of Human Resources for placement in a vacancy.

11. A reduction in teacher service at a Priority School shall occur in accordance with the reduction in teacher service provisions of the collective bargaining agreement.

If there is no vacancy available for which the teacher is certified, the teacher shall be reclassified as a CTAL until a vacancy for which the teacher is certified becomes available. If in the following school year no vacancy is identified, the teacher shall be referred to the Emergency Financial Manager/designee and the Union president/designee who will jointly determine how the members' service may be

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utilized.

12. District-wide layoffs shall occur in accordance with the layoff provisions of the collective bargaining agreement. However, should the district decide to retain teachers assigned to Priority Schools who would otherwise be laid off, the teacher with the next highest seniority in the applicable subject area shall be released from their current assignment and be reclassified to CTAL until a vacancy for which the teacher is certified becomes available.

If in the following school year there is no vacancy for which the affected teacher is certified the teacher shall be referred to the Emergency Financial Manager/ designee and the Union President / designee who will jointly determine how the teachers' services may be utilized.

All other members of the bargaining unit at Priority Schools who are laid off shall maintain the same rights as any other DFT member.

For the Union:

For the School District of the City of Detroit:

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

INSTRUCTIONAL REFORM - PEER ASSISTANCE AND REVIEW

The School District of the City of Detroit (“District”) and the Detroit Federation of Teachers, Local 231 (“Union”) in their Letter of Understanding-Contract Extension of August 26, 2009 mutually agreed to negotiate in good faith a successor agreement focused on enhancing student achievement through Instructional Reforms, Economic Reforms, and Operational Reforms.

To this end, in order to develop specific recommendations in the area of Instructional Reform – Peer Assistance and Review, the parties agree, by their representatives’ signatures below, that during the 2009-10 school year, the District and the Union shall, through the establishment of a Joint Labor-Management Peer Assistance and Review Committee, develop the process for the implementation of the Peer Assistance and Review Program (PAR). The scope of implementation shall be contingent upon identified, sustainable funding effective the 2010-11 school year.

The Joint Labor-Management PAR Committee shall be composed of an equal number of District and Union representatives. There shall be two Committee co-chairs, one appointed by the Union and one appointed by the District. Committee members shall be identified by January 15, 2010. The Committee shall develop a calendar of no less than four (4) meetings per school year, with additional meetings scheduled as needed. Every Committee meeting shall follow a written agenda developed jointly by the Union and the District and distributed to Committee members prior to the meetings. Written minutes of Committee proceedings shall be maintained. The Committee shall operate by consensus decision making.

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Prior to the Joint Labor-Management PAR Committee's first meeting, Committee members shall receive training on the District's academic plan. PAR will be phased in starting with a selected group of schools.

The Joint Labor-Management PAR Committee shall jointly establish the framework for PAR, to include the identification of the application, selection, and training process for members who shall serve as PAR consultants. Members selected to serve as PAR consultants shall serve in that capacity for a maximum of three (3) years and agree to participate in extensive professional development. Upon completion of the third year, the affected member shall resume the position of classroom teacher and shall have priority to return to their last teaching assignment if desired.

Teachers assigned to the position vacated by the teacher selected to be a PAR consultant shall be given a choice of schools when possible for reassignment upon the return of the PAR consultant to the classroom.

The Joint Labor-Management PAR Committee will work in consultation with the District administration in the development of a universal evaluation process and tool, accompanying rubric and evaluation manual.

For the Union:

For the School District of the City of Detroit:

Letter of Agreement

between

The School District of the City of Detroit

and

The Detroit Federation of Teachers

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INSTRUCTIONAL REFORM – SCHOOL-BASED PERFORMANCE BONUS

JOINT LABOR-MANAGEMENT SCHOOL-BASED PERFORMANCE BONUS COMMITTEE

The School District of the City of Detroit (“District”) and the Detroit Federation of Teachers, Local 231 (“Union”) in their Letter of Understanding-Contract Extension of August 26, 2009 mutually agreed to negotiate in good faith a successor agreement focused on enhancing student achievement through Instructional Reforms, Economic Reforms, and Operational Reforms.

To this end, in order to develop specific recommendations in the area of Instructional Reform – School-Based Performance Bonus, the parties agree, by their representatives’ signatures below, to abide by the following procedures for establishment of a Joint Labor-Management School-Based Performance Bonus Committee.

The District and the Union shall appoint a Joint Labor-Management School-Based Performance Bonus Committee.

The District shall identify and inform the Union of the funding source for the establishment of a School-Based Performance Bonus Program. The securing of such funds shall be identified prior to the start of each school year. The continuance of the School-Based Performance Bonus shall be contingent upon the securing of the funds for the entire school year.

The District and the Union shall identify the criteria and benchmarks for establishing school-based performance pay for bargaining unit members. The criteria may include measureable improvements in student and staff attendance on a school-wide basis, performance on standardized tests, overall student grade point average (GPA), graduation rates, reduction in drop-out rates, attaining and/or maintaining Adequate Yearly Progress (AYP) and other provisions identified by the No Child Left Behind (NCLB) Act. In the event the District and the Union cannot agree on the criteria and benchmarks, the Emergency Financial Manager (or designee), or in the event the District’s financial emergency is resolved, the Superintendent or CEO (or designee) shall make the final determination of the criteria and benchmarks for establishing school-based performance pay.

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The established criteria and benchmarks shall be distributed to schools for consideration and interest in the School-Based Performance Bonus program. All schools interested in participating the program shall be guided by the following:

1. The JLMC shall establish qualifications for applications to participate in the School-Based Performance Program.
2. The School Leadership Team and the building administration shall meet annually for the purpose of the development and submission of the application for consideration complete with the rationale of interest, strategies to meet the criteria/benchmarks, data pertinent to the identified criteria for consideration, and clearly defined objectives for the school year. The application must be signed by the principal and building representative.
3. Applications shall be reviewed by the JLMC and recommendations for selection shall be submitted to the General Superintendent/designee for final approval. The General Superintendent/designee shall consult with the Detroit Federation of Teachers President/designee.
4. Once the schools have been selected, the district shall be responsible for providing the resources for the school to meet the criteria/benchmarks.
5. Selected schools are subject to an annual review of predetermined criteria using supportive evidence and data for each school. A data-based rationale must be provided if a school is not renewed unless the non-renewal is due to lack of identified/available funding.
6. Bonus packages shall be afforded to each school selected. The distribution shall be made one of two ways: 1) utilizing the District's predetermined cash distribution matrix or 2) the School Leadership Team via the SDM shall determine an alternative.
7. Bonus pay shall be paid not later than the end of the first semester of the following school year.
8. This agreement shall not infringe upon the collective bargaining rights of other District employee unions and/or other employees.

For the Union:

For the School District of the City of Detroit:

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2009	
Monday, August 31, 2009	Staff reports, full day of work. Professional development and staff orientation.
Tuesday, September 1, 2009	Staff Reports, full day of work. Teachers will prepare for their classes and work in their assigned room with no other activities planned.
Wednesday, September 2, 2009	Staff reports, full day of work. Professional development.
Tuesday, September 8, 2009	Schools open for teachers and students.
Tuesday, November 3, 2009	Professional development. No students.
Wednesday, November 11, 2009	Schools close at noon for Veteran's Day observance.
Wednesday, November 25, 2009	Schools close at end of day for Thanksgiving Break.
Monday, November 30, 2009	Schools reopen.
Friday, December 18, 2009	Schools close at end of day for Christmas Break.
2010	
Monday, January 4, 2010	Schools reopen.
Friday, January 15, 2010	End of first semester.
Monday, January 18, 2010	Schools closed for observance of Martin Luther King, Jr.'s Birthday

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	observance.
Tuesday, January 19, 2010	Second semester begins.
Friday, February 12, 2010	Schools close at end of day for Winter Break.
Monday, February 22, 2010	Schools reopen.
Tuesday, March 23, 2010	Professional development. No students.
Wednesday, March 24, 2010	Professional development. No students.
Thursday, April 1, 2010	Schools close at end of day for Spring Break.
Monday, April 12, 2010	Schools reopen.
Monday, May 31, 2010	Schools closed for Memorial Day observance.
Thursday, June 17, 2010	Last day of school for students.
Friday, June 18, 2010	Semester ends. Last day of school for teachers.