

SETTLEMENT PROPOSALS

BETWEEN

THE SCHOOL DISTRICT OF

THE CITY OF DETROIT

AND

THE DETROIT FEDERATION OF

TEACHERS,

LOCAL 231, AFT, AFL-CIO

MARCH 15, 2013

Settlement Agreement
Between
The School District of the City of Detroit
and
The Detroit Federation of Teachers

It is hereby agreed by and between the School District of the City of Detroit and the Detroit Federation of Teachers in final settlement of all outstanding issues under negotiation as follows:

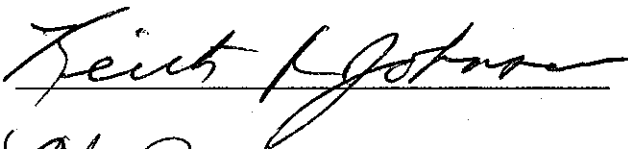
1. The "Collective Bargaining Agreement under the Local Government and School District Fiscal Accountability Act and Public Employment Relations Act between the School District of the City of Detroit and the Detroit Federation of Teachers, Local 231, AFT, AFL-CIO" effective July 1, 2012 is modified and extended with an expiration date of June 30, 2016.

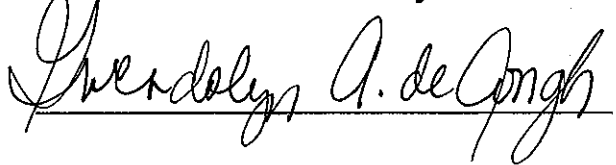
~~The All provisions of the current "Collective Bargaining Agreement ("Agreement") under the Local Government and School District Fiscal Accountability Act and Public Employment Relations Act between the School District of the City of Detroit and the Detroit Federation of Teachers, Local 231, AFT, AFL-CIO," effective July 1, 2012 (July 1, 2012 through June 30, 2015) not specifically changed herein are carried forward into this Agreement.~~

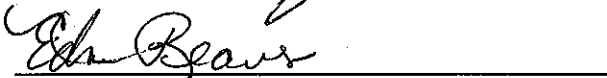
2. ~~The Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be extended through June 30, 2016.~~

Detroit Federation of Teachers

School District of the City of Detroit







Dated: 3/19/13

Dated: 3/19/13

Approved: 

Roy S. Roberts, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF TEACHERS

Proposal Date: March 15, 2013

DPS Counter Proposal: As Is__ Modified__

DPS Initials: _____

Union Initials: _____

TA'D Date: _____

ARTICLE 3
UNION MEMBERSHIP AND AGENCY SHOP FEES

A. **Requirement of Membership in Union or Payment of Agency Shop Service Fees**

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within thirty (30) days of the date of hire or transfer into the bargaining unit (as to future employees), become members, or in the alternative, shall, within thirty (30) days of their date of hire by the District, as a continuing condition of employment, pay to the Union a bi-weekly service fee as indicated by the Union.

The District shall be notified, in writing, by the Union of any employee who is thirty (30) days in arrears in payment of membership dues or service fees. The District upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition shall immediately notify said employee that his/her services shall be discontinued at the end of thirty (30) days and shall dismiss said employee accordingly.

An employee who shall tender, authorize the deduction of, or have automatically deducted, membership dues or service fees, shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) days in arrears of payment of such dues (or fees).

B. **Dues Check-off for Current Employees**

Check-off authorization for union dues or service fees executed prior to this agreement shall remain in full force and effect. Pursuant to such authorization, the District shall deduct from the pay of each employee who has authorized it to do so, the required amount for the payment of union dues or service fees.

Checked-off dues or fees, accompanied by a list of employees from whom they have been deducted, and the amount deducted from each, and by a list of employees who had authorized such deduction and from whom no deduction was made, and the reason therefore, shall be forwarded to the Union office no later than thirty (30) days after such deductions were made. To the extent the Union owes the District money for reimbursement of Union employees' salaries and benefits, the District shall have the

right to deduct checked-off dues to offset such money owed. However, such offset shall not be made until sixty (60) days after the Union receives the invoice. If the Union presents a good-faith dispute regarding the amount of the bill, the offset will not include the amount for which a good faith dispute has been presented.

To the extent that the District owes the Union money for dues that have been withheld but not remitted, the Union shall have the right to deduct this amount from the amount the Union owes the District for reimbursement of Union employees' salaries and benefits. However, such offset shall not be made until sixty (60) days after the dues have been withheld. The District will have the same right to offset as provided to the Union in the above paragraph.

Bargaining unit members employed prior to the execution of this Agreement who have not authorized check-off, but instead tender dues or service fees directly to the Union, shall be entitled to continue to do so, provided, however that dues or fees shall be paid semi-annually, in advance, directly to the Union, and not later than thirty (30) days after the employee's first work day each semester.

C. Automatic Dues Check-off for New Hires and Unit Members Returning from Leave

The District shall automatically deduct union dues or service fees from each new member of the bargaining unit and/or bargaining unit members returning from leave. The District's obligation to begin said automatic deduction shall become effective in either the employee's first pay period (in the case of a unit member returning from leave, the first pay period upon his/her return), or thirty (30) days after the effective date of employment, or personnel action date, whichever is later.

New employees or employees returning from leave must submit in writing their desire to pay service fees rather than union dues at the time of employment or return from leave.

D. Indemnification

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

E. 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.

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF TEACHERS

Proposal Date: March 14, 2013

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ARTICLE 5
GRIEVANCE PROCEDURE

B. Grievance Procedure

STEP 3. The Union may within thirty (30) calendar days submit any grievance under this agreement to arbitration at the equal expense of the parties. The Union shall have exclusive authority in its discretion as to whether to appeal any grievance to arbitration. The parties will mutually agree on an arbitrator to hear and decide the grievance. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to either Michigan Employment Relations Commission or American Arbitration Association upon mutual agreement of the parties, which shall submit a list to the parties for the selection of an arbitrator. Unless mutually agreed to by the parties, the case will be heard by the arbitrator within ninety (90) days after the grievance is moved to arbitration. The arbitrator shall issue a written decision no later than thirty (30) days following the submission of each parties' counsel's brief to the arbitrator. The arbitrator shall not have the jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or to substitute at his discretion for that of any of the parties hereto. The arbitrator's decision will be final and binding on the parties.

Mediation

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

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ARTICLE 6
SCHOOL SCHEDULES

A. School Year

2. Emergency School Closures

In the event it is determined by the District that a school/building is closed, or a portion of the building is closed, teachers will be released at the discretion of the District without loss in pay.

When a school/building is closed after the start of the school day the teachers will be dismissed upon the safe dispersal of the students at the discretion of the District without loss in pay.

3. State Mandated Days/Hours of Instruction

In the event that an individual school, due to unforeseen school closing(s), will not meet the Michigan Department of Education mandated days and/or hours of instruction, or it is determined by Student Information Systems that a school's daily hours are out of compliance with the state mandate, the additional school days and/or hours of instruction will be rescheduled for compliance. The Union will be notified as to the make-up schedule.

The rescheduling will amend the school calendar, but shall not affect or otherwise require an adjustment of salary, compensation or other benefits provided within this Agreement.

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**ARTICLE 6
SCHOOL SCHEDULES**

2. Preparation Periods

b. Elementary Preparation Periods

Effective 2014-2015 school year through the duration of the Agreement, each elementary teacher (pre-kindergarten through grade eight [8]) shall receive three (3) forty-five (45) minute preparation periods per week within the regular school day.

3. Teacher Meetings/School Improvement Period

Teachers should plan to reserve Wednesday afternoon for building meetings or for development, coordination and implementations of the school improvement plan. The Wednesday meetings will be scheduled as necessary by the building principal. The length of the Wednesday meeting period will be no more than two (2) hours. The two-hour session may be conducted as follows:

- First hour: School Improvement/Common Preparation Period for all teachers
- Second hour: Teacher meetings for all instructional staff as conducted by the principal or designee.

During the school improvement/common preparation period, teacher and/or principal driven activities may include but are not limited to working on grade level/subject area teams, groups, or alone in their rooms on the preparation and review of lesson plans, student evaluation, parent meetings and to do other implementation, development and coordination work needed to attain the goals of the local School-Improvement Plan. Teacher meetings may be used for all teachers to participate in IEP development and implementation.

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ARTICLE 8
INSURANCE

1. Health Insurance

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

a. Health Insurance Options

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

Bargaining unit members who elect health insurance coverage will be eligible to receive coverage under an HMO plans or a PPO plans.

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

Employees choosing PPO coverage will be required to pay 20% 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

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

C. Health Insurance Reopener

1. There will be re-opener for health, dental, and optical insurance benefits for fiscal years 2014-2015 and 2015-2016.
2. By the end of the 2013-2014 school year, the District and the Union will review and select an appropriate index, or composite of indices, or alternative methods by which to determine whether the re-opener will become operative in fiscal year 2014-2015 and/or fiscal year 2015-2016. The index, or composite of indices, will be used to measure whether the percentage cost increase in a health insurance plan year exceeds health insurance rate of inflation by ten percent (10%) or more or by another percent level mutually agreed by the District and the Union.

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ARTICLE 13
LAYOFF AND RECALL

A. General

1. Teachers

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

2. Other Bargaining Unit Members

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

Except as mandated by law and for the 2013-2014 school year only, the District will conduct layoffs and/or recalls of employees represented by the Union in accordance with employee seniority.

E. Unemployment Compensation and Layoff

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

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

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
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ARTICLE 15
TRANSFERS AND VACANCIES

A. Voluntary Transfers

2. Request for Transfer

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

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

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

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**ARTICLE 19
TEACHER ACTIVITIES**

A. Professional Development

The District retains the right to determine all levels and requirements of professional development in accordance with the Teacher Tenure Act, the Michigan Revised School Code and District policy.

B. State Continuing Education Clock Hours

Each teacher is encouraged to attend at least one (1) District offered professional development (PD) session each month, October - May. Qualified teachers may receive "State Continuing Education Clock Hours" (SCECHs), formerly known as State Board Continuing Education Units (SB-CEUs), for the successful completion of each PD session. In order to qualify for SCECHs, teachers must report to each session on time, sign in, participate in session activities and sign out at the end of the session.

A teacher may be released immediately following student dismissal for up to three (3) Wednesdays per school year to attend District offered PD sessions where SCECHs are obtainable. The teacher shall be released by his/her principal on those Wednesdays upon verification by the Office of Professional Development of enrollment in the SCECH offered PD session.

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ARTICLE 33
CHANGE AND TERMINATION

1. The provisions of the "Collective Bargaining Agreement under the Local Government and School District Fiscal Accountability Act and Public Employment Relations Act between the School District of the City of Detroit and the Detroit Federation of Teachers, Local 231, AFT, AFL-CIO," effective July 1, 2012 not specifically changed herein are carried forward into this Agreement.
2. This Agreement shall be effective, except where expressly stated otherwise, through June 30, 2016.

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
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ARTICLE 19
TEACHER ACTIVITIES

C. Pupil's Report Card Marks

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

Pupil report cards will be administered consistent with District policy.

D. Progress Reports and Individual Learning Plans

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

Individual Learning Plans (ILPs) and progress reports shall be made available to parents for review during Parent/Teacher Conferences.

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ARTICLE 9
RETIREMENT

B. Payment of Unused Sick Days Upon Retirement

Eligible Employee

1. Eligible employees who retire effective July 1, 2013 or August 1, 2013, and whose irrevocable separation-from-service forms are submitted to the Detroit Public Schools Human Resources Office no later than May 1, 2013 will be paid \$50.00 for each unused day in their sick bank up to one hundred (100) days and \$75.00 for each unused day in their sick bank for day one hundred and one (101) to two hundred (200) for a maximum payout of \$12,500.00. Payout of sick time upon retirement does not include a payout from the catastrophe bank.
2. Eligible employees who retire effective July 1, 2014 or August 1, 2014, and whose irrevocable separation-from-service forms are submitted to the Detroit Public Schools Human Resources Office no later than May 1, 2014 will be paid \$45.00 for each unused day in their sick bank up to one hundred (100) days and \$65.00 for each unused day in their sick bank for day one hundred and one (101) to two hundred (200) for a maximum payout of \$11,000.00. Payout of sick time upon retirement does not include a payout from the catastrophe bank.
3. Eligible employees who retire effective July 1, 2015 or August 1, 2015, and whose irrevocable separation-from-service forms are submitted to the Detroit Public Schools Human Resources Office no later than May 1, 2015 will be paid \$40.00 for each unused day in their sick bank up to one hundred (100) days and \$55.00 for each unused day in their sick bank for day one hundred and one (101) to two hundred (200) for a maximum payout of \$9,500.00. Payout of sick time upon retirement does not include a payout from the catastrophe bank.

4. Eligible employees who retire effective July 1, 2016 or August 1, 2016, and whose irrevocable separation-from-service forms are submitted to the DPS Detroit Public Schools Human Resources Office no later than May 1, 2016 will be paid \$35.00 for each unused day in their sick bank up to one hundred (100) days and \$45.00 for each unused day in their sick bank for day one hundred and one (101) to two hundred (200) for a maximum payout of \$8,000.00. Payout of sick time upon retirement does not include a payout from the catastrophe bank.

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ARTICLE 7
PROFESSIONAL COMPENSATION

A. **Wages**

1. The economic concessions including the 10% wage concession, that are currently in operation will remain in effect for the duration of this Agreement.
2. There will be a wage reopener for the 2014-2015 and/or 2015-2016 fiscal years.
3. **Bonus**

Implementation of One Time Salary and Wage Bonus

The trigger for implementation of a one time bonus is a reduction of the General Fund deficit by an amount that exceeds the reduction in the General Fund deficit provided for in the District's Michigan Department of Education approved Deficit Elimination Plan. This reduction in the General Fund deficit is exclusive of any deficit reduction that may result from any debt refinancing and restructuring completed during each respective fiscal year.

Salary and Wage Bonus Computation

For each \$5 million of General Fund deficit reduction as provided for above, each employee will receive a 1% one-time salary and wage bonus. The maximum percentage bonus is five percent (5%) of an employee's base salary earned for the respective bonus year. The amount of any bonus will be calculated based on the District's audited financial statements for the respective fiscal year ended. The bonus would be paid in December following the completion of the audit of the District's financial statements for the respective fiscal year ended. An employee would be required to be employed by the District during the fiscal year in which the bonus was based and must be an employee of the District as of November 15, following the end of the bonus fiscal year. The results of the District's audited financial statements for the respective fiscal year are final. This bonus provision applies to the 2013-2014, 2014-2015 and 2015-2016 fiscal years only.

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ARTICLE 16
TENURE; COMPETENCE; ASSISTANCE AND REPORT

C. Discipline or Discharge

1. Teachers

Discharge/disciplinary action shall be for reasons that are non-arbitrary and non-capricious.

2. Other Bargaining Unit Members

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

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

PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

In an effort to identify, establish, retain and sustain a staff of highly effective teachers, the School District of the City of Detroit and the Detroit Federation of Teachers agree to develop specific recommendations for the restructure of the Peer Assistance and Review ("PAR") Program as early as the 2014-2015 school year.

The parties shall meet during the summer of 2013 to develop timelines and strategies for the expedient implementation of the PAR Program as soon as possible.

Implementation and sustaining of the PAR Program shall be contingent upon available funding for the duration of the Agreement between the parties.

These recommendations shall include:

- (1) Identification of sustainable funding source(s) for PAR
- (2) Application and selection Process for the position of PAR Consultants
- (3) Eligibility requirements for the position of PAR Consultant
- (4) Duties and responsibilities for PAR Consultants
- (5) Working conditions including length of school year and salary/benefits for PAR Consultants
- (6) Training for PAR Consultants

DFT Union:

Kevin Johnson
Edna Beavers

Date: 3/19/13

School District of the City of Detroit:

Gwendolyn A. de Jongh

Date: 3/19/13

Approved: *Roy S. Roberts*

Roy S. Roberts, Emergency Financial Manager