

**AGREEMENT**

**between**

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

**and the**

**ORGANIZATION OF  
SCHOOL ADMINISTRATORS  
AND SUPERVISORS  
Local 28, AFL-CIO**

**July 1, 2004<sup>9</sup> - June 30, 2009<sup>2013</sup>**

## TABLE OF CONTENTS

<b>1.0 RECOGNITION</b>	<b>9</b>
<b>2.0 NON-DISCRIMINATION</b>	<b>10</b>
<b>3.0 UNION SECURITY</b>	<b>10</b>
<b>4.0 INDIVIDUAL CONTRACT</b>	<b>12</b>
<b>5.0 ADMINISTRATIVE TENURE, DISCIPLINE AND EVALUATION</b>	<b>13</b>
<b>5.1 ADMINISTRATIVE TENURE</b>	<b>12</b>
<b>5.2 DISCIPLINARY ACTION</b>	<b>12</b>
<b>5.3 QUALITY PERFORMANCE EVALUATION</b>	<b>13</b>
<b>5.4 PROBATIONARY EMPLOYEES</b>	<b>14</b>
<b>6.0 RECORDS</b>	<b>16</b>
<b>7.0 TRANSFERS, DETACHED DUTY, RELEASES AND PROMOTIONS</b>	<b>16</b>
<b>7.1 TRANSFERS</b>	<b>16</b>
<b>7.2 RELEASES</b>	<b>17</b>
<b>7.3 PROMOTION PROCEDURES</b>	<b>19</b>
<b>8.0 SALARY</b>	<b>21</b>
<b>8.1 GENERAL PAY SCHEDULES</b>	<b>21</b>
<b>8.2 SALARY STEPS</b>	<b>23</b>
<b>8.3 ADVANCED PREPARATION - MASTER'S DEGREE PLUS 30 HOURS</b>	<b>26</b>
<b>8.4 DOCTORATE</b>	<b>27</b>
<b>9.0 ADMINISTRATION</b>	<b>27</b>
<b>9.1 ASSIGNMENTS PRIOR TO OPENING OF SCHOOL</b>	<b>27</b>
<b>9.2 ASSIGNMENTS</b>	<b>28</b>
<b>9.3 SUMMER SCHOOL</b>	<b>29</b>
<b>9.6 CURRICULUM LEADERS/CURRICULUM COORDINATORS</b>	<b>29</b>
<b>10.0 HOURS OF WORK</b>	<b>33</b>
<b>11.0 LEAVE POLICY</b>	<b>33</b>

<b>11.1 PERSONAL BUSINESS LEAVE DAYS</b>	<b>33</b>
<b>11.2 SICK LEAVE</b>	<b>34</b>
<b>11.3 VACATION DAYS</b>	<b>38</b>
<b>11.4 EMERGENCY WEATHER CONDITIONS - 10-MONTHS</b>	<b>38</b>
<b>11.5 OTHER LEAVES AND BENEFITS</b>	<b>39</b>
<b>12.0 INSURANCE</b>	<b>40</b>
<b>12.1 HEALTH INSURANCE</b>	<b>40</b>
<b>12.2 DESIGNATED HOSPITALS</b>	<b>41</b>
<b>12.3 DENTAL INSURANCE OPTION</b>	<b>43</b>
<b>12.4 OPTICAL INSURANCE</b>	<b>44</b>
<b>12.5 LIFE INSURANCE</b>	<b>44</b>
<b>12.6 FRINGE BENEFITS --- GENERAL</b>	<b>44</b>
<b>13.0 PROPERTY</b>	<b>45</b>
<b>13.1 CARE OF SCHOOL PROPERTY</b>	<b>45</b>
<b>13.2 PERSONAL PROPERTY LOSSES</b>	<b>45</b>
<b>14.0 GRIEVANCE PROCEDURE</b>	<b>45</b>
<b>15.0 LEGAL ASSISTANCE</b>	<b>48</b>
<b>15.1 COMPLAINT OR CHARGES</b>	<b>49</b>
<b>16.0 SECURITY PERSONNEL SPECIAL PROVISIONS</b>	<b>49</b>
<b>17.0 GENERAL</b>	<b>50</b>
<b>18.0 DURATION</b>	<b>51</b>
<b>LETTERS OF AGREEMENT</b>	<b>52</b>

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

7430 SECOND AVENUE  
DETROIT, MICHIGAN 48202  
Phone: (313) 873-3111

and the

**ORGANIZATION OF SCHOOL ADMINISTRATORS  
AND SUPERVISORS  
AFSA - Local 28, AFL-CIO**

**Phone: (313) 832-4002**

**Hours: 8:30 a.m. to 4:30 p.m.**

## OFFICIALLY DESIGNATED INDUSTRIAL CLINICS

—If you're injured on the job, go to one of the clinics listed below:

### INDUSTRIAL CLINIC PROVIDERS

#### **EAST**

**CONCENTRA**  
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40732 Van Dyke  
810-977-1510  
7 days a week  
24 hours

**CONCENTRA**  
*Warren*  
27070 Hoover Road  
Suite B  
810-756-5800  
7 days a week  
24 hours

**CONCENTRA**  
*Detroit*  
2151 E. Jefferson Ave.  
313-259-7990  
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Saturday  
8:00 a.m.—4:00 p.m.

**HEALTH SOUTH**  
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810-759-1100  
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8:00 a.m.—10:00 p.m.  
Saturday  
9:00 a.m.—3:00 p.m.

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24 hours

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Monday—Friday  
8:30 a.m.—7:00 p.m.  
Saturday  
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#### **WEST**

**CONCENTRA**  
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11100 Metro Airport  
Center Drive  
734-955-7000  
7 Days a week  
24 hours

**DOWNRIVER**  
**CONCENTRA**  
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21107 Eureka Road  
734-287-3415  
Monday—Friday  
24 hours  
Saturday  
8:00 a.m.—4:00 p.m.

#### **DOWNTOWN**

**PRIMECARE**  
*Detroit*  
1320 Wilkins  
313-393-2300  
Monday—Friday  
8:00 a.m.—4:30 p.m.  
Saturday  
9:00 a.m.—1:00 p.m.

#### **NORTHWEST**

**PRIMECARE**  
*Detroit*  
8830 W. McNichols  
313-862-9400  
Monday—Friday  
8:00 a.m.—5:00 p.m.

**NORTHWEST**  
**GEN. IND. CLINIC**  
*Detroit*  
9600 Dexter  
313-894-7881  
Monday—Friday  
8:00 a.m.—10:00 p.m.  
Saturday  
8:00 a.m.—1:00 p.m.

**CONCENTRA**  
*Livonia*  
28196 Schoolcraft Rd.  
734-425-4600  
7 days a week  
24 hours

**CONCENTRA**  
*Livonia*  
34095 Plymouth Rd.  
734-513-2000  
Monday—Friday  
7:00 a.m.—5:00 p.m.

**CONCENTRA**  
*Southfield*  
26185 Greenfield  
248-569-2040  
Monday—Friday  
8:00 a.m.—5:00 p.m.

#### **SOUTHWEST**

**PRIMECARE**  
*Detroit*  
901 W. Grand Blvd.  
313-894-1105  
Monday—Friday  
8:00 a.m.—5:00 p.m.

**PRIMECARE**  
*Redford*  
14671 Telegraph Rd.  
313-387-2100  
Monday—Friday  
8:30 a.m.—11:00 p.m.  
Saturday  
10:00 a.m.—1:00 p.m.

~~FROM THE PRESIDENT OF THE ORGANIZATION OF SCHOOL  
ADMINISTRATORS AND SUPERVISORS~~

~~—— In the wake of the current Michigan political climate, this Agreement represents the best example of positive labor/management relations. Representatives from both the Union and the Board have fashioned a settlement that provides reasonable wage increases for our members without negatively impacting funding for instructional enhancements.~~

~~—— Both the contract duration and the benefits negotiated will provide the necessary stability for our members to concentrate their efforts on addressing the educational needs of children. As professional educators, we support the school system's initiatives to "educate all children."~~

~~—— As educational leaders, we play an integral role in shaping the future of education in this city. I join with OSAS officers and executive board members in expressing continued commitment to render educational excellence.~~

~~*Diann Woodard, President*  
**Organization of School Administrators and Supervisors**  
**February 2001**~~

**AGREEMENT**  
**between the**  
**BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE**  
**CITY OF DETROIT**  
**and the**  
**ORGANIZATION OF SCHOOL ADMINISTRATOR AND SUPERVISORS**

**~~1.0 PREAMBLE~~**

~~The purpose of the schools is to educate the children growing up in our community so that they may be effective participants in our society, contributing economically, participating socially, active politically, independent intellectually. We must produce strong citizens who will build and rebuild a strong, effective democratic society in which the promises of the Declaration of Independence and Federal Constitution may become realities for all people. We must recognize that our children grow to adulthood as products of the total society. The influence of the schools is, therefore, central and vital, but the influence of every element of society outside the schools must support the importance and relevance of the schools and reinforce their teachings.~~

~~In an effort to produce a productive, self-supporting, fulfilled citizen as described, the educational leader within our schools must have the skills, commitment and experience to:~~

- ~~\* Provide an environment in which staff, students and community may create optimum educational experiences and programs to meet the specific needs of the local student body.~~
- ~~\* Maintain open channels of communication among students, staff, communities, areas and Board.~~
- ~~\* Act as agents for appropriate change as well as supporting the maintenance of the education program.~~
- ~~\* Set high expectations for both performance and achievement of students as an important part of student self motivation.~~

A. The Board recognizes OSAS as the exclusive collective bargaining representative of personnel employed in classifications set forth as follows for the purpose of bargaining with the Board with respect to rates of pay, wages, hours of employment, and other conditions of work:

Accountant; Administrative Manager; Assistant Chief of Security; Assistant Department Head; Attendance/ Department Head; Auditor; Budget Analyst; Business Manager; Coordinator; Curricular/Administrator; Curriculum Leader; Curriculum Coordinator; Fiscal Coordinator; Department Head/Unit Head (or); Director; Director, (Non-Educational); Director, Communications; Elementary Staff Coordinator; Field Supervisor - Security; Head Commercial Foods Teacher; Head Apprentice Teacher; Investigator; Junior Administrative Assistant (10 month); Principal Accountant; Specialist, Day School for Deaf; Supervisor; Guidance Department Head; Program Supervisor; Program Associate I; Program Associate II, Academic Engagement Officer.

Excluded from the unit are all personnel employed in classifications not specifically listed above as well as all confidential, managerial and executive employees. (Moved from below.)

~~1. Employees with titles that were deleted in the fall 1990 Reorganization will maintain the salary schedule and seniority they had prior to reorganization for the duration of their employment with the Detroit Public Schools. They will receive all subsequent negotiated salary increases and increments. These entitlements will be maintained until such time as they are promoted or leave employment.~~

B.2. The 12-month OSAS employees will be placed in the following classifications: ~~in the Detroit Public Schools' Reorganization 1990:~~

- Classification IV     Director
- Classification V     Program Supervisor
- Classification VI     Program Associate I
- Program Associate II

~~3. Salary schedules of deleted positions will continue to be part of the contract.~~

~~4. OSAS 12 month employees whose titles have been deleted in the Reorganization~~

~~will be placed in the new position titles of Program Supervisor or Program Associate I, or Program Associate II. Those titles which have not been deleted will maintain the same position title and will be placed in the new classifications along with Director or Program Supervisor or Program Associate I or Program Associate II, whichever relates to their salaries.~~

~~5. The salary structure for the new position titles will be as follows, subject to negotiated increase:~~

<del>CLASSIFICATION</del>	<del>MINIMUM</del>	<del>MAXIMUM</del>	<del>CODE</del>
<del>Program Supervisor</del>	<del>\$51,414</del>	<del>\$63,684</del>	<del>A.D.</del>
<del>Program Associate I</del>	<del>\$42,325</del>	<del>\$54,840</del>	<del>J.A.A.</del>
<del>Program Associate II</del>	<del>\$28,707</del>	<del>\$47,198</del>	<del>T.A.A.</del>

~~Similar titles established hereafter shall be advised or become part of the member classification, and such new members shall be represented by OSAS.~~

~~Excluded from the unit are all personnel employed in classifications not specifically listed above as well as all confidential, managerial and executive employees. (Moved up.)~~

2.0    **NON-DISCRIMINATION**

The Board and the Union agree to continue their policy of non-discrimination against any administrator on the basis of race, creed, color, physical handicap, age, national origin, marital status, sex, sexual orientation or membership, participation in, or association with the activities of any professional educational organization.

3.0    **UNION SECURITY**

The Employer and the Union agree that the Union’s duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members or agree to pay a service fee in an amount determined by the Union. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This Article describes the process used to accomplish these goals.

1.A. Promptly after approval of their hiring by the Board of Education the Union will be notified of the name(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. Upon hire, the Employee

will receive a notice of rights and will have 14 calendar days to decide whether to become a Union member or pay a service fee.

~~2.B.~~ The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. The form for deduction is attached. Dues or service fees will be withheld on the schedule approved by the employee. Employees may have dues deducted from each paycheck.

~~3.C.~~ A Union member or service fee payer may pay either dues or service fees directly to the Union in such a manner, in on such a schedule, as the Union may approve.

~~4.D.~~ The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.

~~5.E.~~ The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member, approve deduction of a service fee or pay a service fee (“the Non-Payer”).

~~a.1.~~ The Union will notify the Employer of the name(s) of any Non-Payer. The Employer will, within 7 days, provide such person a notice that they must comply with this Section or the service fee will be deducted in the amount determined by the union. Such notice will require the Non-Payer to comply within 7 days after service of the notice.

~~b.2.~~ The Union will notify the Employer if the Non-Payer continues to fail or refuse to comply. The Employer will commence deduction of the service fee within 7 days thereafter.

~~c.3.~~ This Article may be enforced via the grievance procedure.

~~d.4.~~ This Article shall not apply during the pendency of any Objection that any Non-Payer may have initiated under the Union’s Process for Resolution of Objections; it may be invoked 14 days after the conclusion or termination of the process for resolution of an Objection.

e.5. The Union shall hold harmless and indemnify the Board of Education and its employees against claims from any member of the bargaining unit who brings an action challenging the enforcement of this procedure. The Union shall defend the action, using counsel of its choice and shall pay any costs associated with the defense of the action and any judgment that shall be levied.

6.F. The Union will provide the Employer a copy of its Process for Resolution of Objections, and any changes to the Process.

#### 4.0 *INDIVIDUAL CONTRACT*

A. Except as provided in Paragraph E, below, Each administrator shall be given a one (1) year individual contract of employment. However, an administrator employed following the commencement of the school year shall be given a contract for the balance of that school year.

B. The individual contracts of employment shall provide that administrators are not granted tenure as an administrator, but will retain tenure previously granted as a classroom teacher if applicable.

C. Non-renewal of an administrator's contract is subject to the requirements specified in the Michigan School Code.

D. The Union may submit to arbitration a challenge to the non-renewal of a unit member. Should the Union and the unit member make that election, the arbitration remedy is exclusive and the person receiving the notice is precluded from commencing any action in the circuit court with respect to the non-renewal. Should the Union decline to make that election, the unit member has such rights as are granted by law. The arbitration will be conducted in accordance with the procedure described in Article 14.3 of this Agreement. The Arbitrator shall be confined to applying Article 471 (arbitrary and capricious) of the Michigan School Code and determining whether the employer has complied with that Article. The decision of the Arbitrator is final and binding on all parties including the unit member.

#### E. PERSONAL SERVICE CONTRACTS ISSUED AFTER JUNE 30, 2010

Individual contracts issued after June 30, 2010 shall expire on June 30, 2013 subject to renewal for the following year. The non-renewal process as described

in MCL 380.471a or 380.1229 shall not be applicable during the 2010-2011 and 2011-2012 fiscal years.

This provision does not affect the District's inherent right to terminate for just cause and to layoff for economic necessity, elimination of position or reorganization/realignment. Any laid off administrator shall retain bumping rights as provided in Article 7.3.

Persons newly hired into the bargaining unit after June 30, 2010 shall be provided with a contract which will expire on June 30, 2013, however such persons may be separated without cause or grievance during the first six months of employment in the bargaining unit.

## **5.0 ADMINISTRATIVE TENURE, DISCIPLINE AND EVALUATION**

### **5.1 ADMINISTRATIVE TENURE**

1. Individuals promoted to administrative positions prior to December 13, 1966, shall retain administrative tenure rights in position(s) held prior to that date. Individuals promoted to administrative positions after December 13, 1966 shall not be granted administrative tenure.
- ~~2. Administrative tenure means the rights conferred as the result of the Tenure of Administrator policy adopted by the Board on December 13, 1966.~~
- ~~3. An Administrator, promoted under the Tenure of Administrator policy adopted by the Board on December 13, 1966, shall continue in his/her classification and have his/her three (3) year contract renewed upon expiration, except where his/her performance in that classification has been determined to be unsatisfactory. In that event, she/he shall be subject to Article 4.3.~~

### **5.2 DISCIPLINARY ACTION**

- ~~1.A.~~ When warranted, subject to the grievance procedure (14.0) contained in this Agreement, and in accordance with due process, nothing contained in this Agreement shall restrict management from suspending, with or without pay, or transferring and/or demoting, or discharging any bargaining unit member where good cause for such action exists. This Article will not be used to circumvent the evaluation procedures specified in Article 5.24.3.

- ~~2.B.~~ In the event expected areas of administrative responsibility not included in the

process described in Article ~~5.24.3~~ are not achieved, further action may be initiated under the provisions of sub Article #1 above.

### 5.3 QUALITY PERFORMANCE EVALUATION

The Board and OSAS affirm their commitment to a planned way for addressing key issues of quality education through personnel effectiveness, performance excellence and system-wide and individual accountability. The parties recognize their responsibility to support the development and implementation of the district-wide quality performance evaluation system that:

- \* involves each employee in self-appraisal assessment;
- \* fosters understanding, creating and sustaining a customer service, customer satisfaction focus; and
- \* establishes appropriate measures and information systems necessary to obtain valid data useful for sound managerial and organizational decision-making and improvement.

The purpose of the Quality Performance System shall be to maintain the educational effectiveness and managerial efficiency of administrative staff of the Detroit Public Schools. All members of the OSAS bargaining unit shall participate in the Performance Review System.

~~1.A.~~ The administrator/supervisor responsible for direction and supervision of other administrators and supervisors shall be responsible for the evaluation of these individuals. In schools, the primary administrator/supervisor is the principal.

~~2.B.~~ Key objectives shall be taken from the mission, goals and objectives of the school district. ~~A.~~The General Superintendent will distribute the district's mission, goals and objectives to administrators and supervisors represented by OSAS. Administrators/supervisors transferred or newly assigned during the year shall participate in the review system in the new assignment.

~~3.C.~~ The final performance review session shall be conducted at the end of the school year for 10-month administrators/supervisors and at the end of the fiscal year for 12-month administrators/supervisors.

The parties will utilize the Employee Performance Evaluation Process, which will be

~~placed in the employee's personnel file professional evaluation language now contained in the contract (4.3) shall be amended. The parties agree to begin meeting by a date certain to discuss successor language.~~

Comprehensive evaluation tools and an evaluation process for school curriculum based members will be jointly developed by the District and the Union. The tool shall be used to evaluate all administrators and supervisors, both in terms of providing development and growth for all employees and for determination of an employee's effectiveness.

The evaluation tool and process shall be jointly developed and implemented for the 2011-2012 school year.

#### **5.4 PROBATIONARY EMPLOYEES**

Except as otherwise provided in this Agreement, Eemployees appointed or promoted to regular positions in the unit shall be considered probationary employees for the first two (2) years of employment. During the first year, employees shall have a midyear conference with their immediate superiors. In instances where it is anticipated the employees are not meeting their standards, the immediate superiors will provide notification at the midyear conference or not less than ninety days prior to final evaluation for the year.

Performance standards shall be based upon the administrator/supervisor's position description, current situation, professional skills, interpersonal relationships and personal qualities. The standards will be taken from the mission, goals and objectives provided by the General Superintendent. The evaluation format under 4.3 will be used for this purpose.

Grievances regarding an employee's evaluation and/or demotion can only be filed based on the Board's action being arbitrary or capricious.

#### **6.0 — PERFORMANCE OF STAFF**

- ~~1. It is the responsibility of school administrators/supervisors, area administrators/supervisors, central administrators/supervisors and unit heads to recommend disciplinary action, including immediate removal and/or discharge, where appropriate, for staff members who are not performing satisfactorily.~~
- ~~2. Inciting pupils to disrupt the school, encouraging the delinquency of minors, racially biased behavior, gross insubordination and encouraging others to be insubordinate, although not inclusive are examples of types of conduct which~~

~~will require administrators/supervisors to recommend disciplinary action including immediate removal and/or discharge.~~

- ~~3. Administrators/supervisors have the responsibility to notify the appropriate administrative unit and the Office of Administrative and Instructional Personnel in the event that subordinates do not respond to remedial measures. Such notification should contain descriptions of the nature of the problem, corrective measures taken, and the subordinate's response to the corrective measures. These reports will be reviewed by the appropriate administrative unit who will then consult with the evaluating administrator to determine whether further action is indicated.~~
- ~~4. The Office of Administrative and Instructional Personnel will note on Personnel Action Form 4301 if an unsatisfactory employee has been reassigned. The administrator may then request from the Office of Administrative and Instructional Personnel information relating to the unsatisfactory rating in order to be better able to help the employee.~~
- ~~5. The rating of unsatisfactory personnel may occur at any time consistent with the contractual agreements between the Detroit Board of Education and unions representing the personnel involved. Principals' recommendations for the transfer of unsatisfactory personnel will be evaluated in view of the nature and degree of unsatisfactory performance. Decisions with regard to transfers will be made as soon as possible consistent with state law, Board of Education policies and contractual agreements.~~

## ~~6.0~~

## RECORDS

- ~~1.A. 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.~~
- ~~2.B. The individual employee shall have all rights as provided in the Bullard-Plawecki Employee Right To Know Act, which include the right to may examine his/her own personnel file and the right to notice of requests from third parties to review disciplinary reports, letters of reprimand or other disciplinary action, record with the General Superintendent or his designee. The exceptions include the tests and reports from the following sources: the board medical examiner, the Psychological Clinic, committees acting in the selection of promotion processes, placement bureaus and former employers.~~

## 7.0 TRANSFERS, DETACHED DUTY, RELEASES AND PROMOTIONS

### 7.1 TRANSFERS

~~1.A.~~ In recognition of the commitment by both the School District of the City of Detroit and OSAS to the principle of total involvement in seeking solutions to educational problems, it is acknowledged by both parties that the District retains the right to transfer unit members covered by this Agreement from one position to another.

~~2.B.~~ The following procedures will be followed when administrators are transferred pursuant to the provisions of Article 6.1 of the July 1, 1983 June 30, 1986, Collective Bargaining Agreement: a. In the case of individual transfers: a. Unit members being transferred shall be notified in writing at least ~~thirty (30)~~ ten (10) calendar days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and the new work location. OSAS shall be furnished with a copy of the notification at the same time. The parties recognize that emergency situations may arise in which the ~~thirty (30)~~ ten (10) day notice period is not feasible.

~~(1) In the event the employee disagrees with the contemplated transfer, he shall file a written objection through OSAS to the Board within five (5) calendar days after receipt of notification.~~

~~(2) The committee described in Article 6.1 shall convene and review the matter and report its findings within three (3) business days. If the committee does not agree, the matter will be referred to the General Superintendent or his designee.~~

~~b. In the event the General Superintendent proposes a policy concerning transfers to be considered by the Board of Education, the General Superintendent will give notice to OSAS thirty (30) days prior to formal consideration by the Board of said policy. Within three (3) working days of receipt of said notice OSAS may request to meet with the General Superintendent or his designee to discuss the proposed policy. The meeting shall occur within three (3) working days of the request by OSAS for said meeting. Transfers may not be undertaken for arbitrary reasons and employees transferred under this provision will not suffer a diminution of compensation as a direct result of the transfer~~

## ~~7.2 DETACHED DUTY~~

- ~~1. Unit personnel shall not be placed on detached duty from their regular locations for over one year without their regular position declared vacant.~~
- ~~2. No administrator or supervisor shall be required to perform the duties or fill the position of an employee whose rank or pay is superior to his/hers for more than a reasonable time.~~

## 7.32 RELEASES

- ~~1.~~In the event the number of persons assigned to administrative/supervisory positions exceeds the actual number of positions needed due to a decline in student enrollment, budget constraints, and/or termination of programs, the reclassification of designated administrators/supervisors will be effectuated as provided below:

~~a~~A. The designated number of excessive administrators/supervisors will be reclassified for pay and other purposes on the basis of the present classification seniority as an administrator/supervisor.

~~b~~B. If it is determined that reassignments are necessary, unit members will be reassigned in the following order, provided education, experience and special skills are met:

- 1<sup>st</sup> vacancies
- 2<sup>nd</sup> "acting" positions
- 3<sup>rd</sup> bumping least senior in current classification
- 4<sup>th</sup> bumping to the next lower classification

If the reassignment generated bumping pursuant to the present classification seniority, the administrator/supervisor with the least seniority shall be reclassified, but only to the next lower classification for which he/she is qualified. Irrespective of his/her lack of seniority for the new position, he/she will bump the administrator/supervisor in the new position who has the least classification seniority.

~~c~~C. If a twelve-month administrator/supervisor is bumped out of his/her classification, he/she shall have the option of moving to the next lowest staff classification or election to return to a line position previously held, provided that such employees who have not yet completed their probationary period

- shall not have the ability to bump employees with greater District seniority. The person so subjected to reclassification will be placed in the new classification with seniority accumulated since his/her appointment date into OSAS.
- ~~d~~D. If a ten-month administrator/supervisor is bumped out of his/her classification, he/she shall have the option of moving to the next lowest line classification or electing to return to a staff position previously held. The person so subjected to reclassification will be placed in the new classification with seniority accumulated since his/her appointment date into OSAS.
- ~~e~~E. In the event appointment dates are the same, seniority will be determined by the appointment date to a previous OSAS-represented administrative classification. If identical appointment dates still exist, system seniority will be the tiebreaker. If there is no previous OSAS-represented administrative position, system seniority will be used.
- ~~f~~F. If an administrator/supervisor voluntarily takes a demotion, staff or line, then that person will be placed in the new classification with seniority accumulated since his/her appointment date into OSAS.
- ~~g~~G. As administrator/supervisor positions become available, administrators/supervisors reclassified pursuant to the provisions of this Article will be returned to their former classifications for which they are qualified on a priority basis according to former classification seniority as an administrator/supervisor.
- ~~h~~H. Whenever there are excessive administrators/supervisors in a classification covered by this Agreement, access to the eligibility pools for that classification will be frozen until such time that excess personnel that meet education, experience and special skills have been assigned.
- ~~i~~I. Employees determined to be excess based upon the above, shall be laid off. No bargaining unit member shall be laid off for bona fide economic reasons with less than ~~sixty (60)~~ thirty (30) calendar days written notice except in instances of strikes by other bargaining units.
- ~~j~~J. Employees laid off shall be maintained on a recall list for a period of three (3) years. Notification of recall shall be forwarded to the employee at the employee's last known address by regular 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.

kK. Employees on layoff status as of August 1 of any given year and who are recalled prior to October 1 of that year may be laid off with two days notice prior to the end of the 8<sup>th</sup> week of school.

jL. Administrators/supervisors subject to provisions of this Article will be given ten (10) working days notice prior to reclassification and/or reassignment outside of their schools or departments. The parties recognize that emergency situations may arise in which the ten (10) day notice period is not feasible.

kM. In the event the District deems it necessary to lay off employees covered by this agreement due to a work stoppage by another bargaining unit or other group of District employees, unless notified to the contrary, 10-month OSAS-represented employees shall be considered laid off at the end of the third (3<sup>rd</sup>) working day of a work stoppage by another bargaining unit or other group of District employees. OSAS reaffirms the option of the General Superintendent to schedule work or layoff of OSAS-represented employees in the event of a work stoppage of any other bargaining unit, provided the total work year and the annual salary are maintained.

Twelve-month OSAS-represented employees shall be provided ~~five (5)~~ three (3) working days advance written notice of any layoff.

The Employer shall not be required to provide an additional notification of layoff in the event that an employee is temporarily recalled and again laid off during the same strike by the same labor organization.

### **7.43 PROMOTION PROCEDURES**

Management reserves the right to continue to define the qualifications/ competencies, and assessment tools for all classifications in order to meet the challenges and needs of the changing environment. Management shall not reduce the classification of an approved vacant position without prior notification being given to the Union.

1.A. Upon request from a principal or site administrator, In the event the District desires to fill a vacancy, the District Department of Human Resource Management and Planning shall post an announcement for a specific vacancy. This posting will include all qualifications necessary to fill the vacancy. Persons

wishing to apply must submit applications in accordance with the directives outlined in said announcement.

(**Note:** A prospective candidate can apply for a vacancy that demands a lower classification, but cannot apply for a vacancy for which he/she is not deemed eligible.)

Unit members currently employed by the District, who wish to apply for a vacancy will be placed in the eligibility pool for that specific position. In addition to the eligibility requirements identified in the announcement, a current employee's eligibility will also be predicated on the following:

- ~~• Probationary employees are not eligible for transfers or promotions; and,~~
- He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement); and,
- He/she must have received a satisfactory job performance evaluation during the last rating period.

Applicants who are not currently employed by the District must satisfy the District's employment policy requirements for employment in addition to the eligibility requirements identified in the announcement.

~~2.B.~~ Selections for each vacancy will be as follows:

- Once eligibility has been determined, candidates for a single position will be in the pool for that position only.
- Eligibility for any one (1) position will not automatically qualify the candidate for any other position. The position in question will be filled from pool candidates only.
- If no one is selected from the original pool, the district has the right to re-post the position.

~~3. The Department of Human Resource Management and Planning shall fill all posted vacancies within ninety (90) days.~~

#### ~~4. Exceptions~~

~~—Notwithstanding the provisions of this article, exceptions may be made to the above procedures to comply with applicable laws, court and arbitration decisions.~~

#### ~~7.5 POSITION CLASSIFICATIONS~~

- ~~1. The Board and OSAS affirm their commitment to meaningful, systematic and equitable procedures for determining classifications and commensurate salaries of administrators/supervisors. To that end, the Board shall develop and implement a system of position classifications.~~
- ~~2. During the period of this Agreement, classifications held by incumbents shall not be changed until those positions become vacant.~~

#### 8.0 SALARY

##### 8.1 GENERAL PAY SCHEDULES

- ~~1.A. For 12-month employees, salary adjustments when applicable, will be effective at the beginning of the first full pay period which starts in July.~~
- ~~2. The Board shall pay high school physical education department heads for supervisory duties in connection with athletic events. The sum shall be \$3,900 for 1999-2000; \$3,978 for 2000-2001; and \$4,058 for 2001-2002.~~
- ~~3. Negotiated salary raises must be approved by the General Superintendent before they are paid. The Board shall continue its efforts to pay negotiated raises in a timely manner.~~
- ~~4. The Board and OSAS agree to work toward extending the school year for school-based administrators. As an effort toward this goal, the parties agree that current 10-month employees will have a salary schedule based on 40 weeks, which replaces the salary based on 39 weeks, plus 3 days. In return for working the 200 days, the new rates will be determined accordingly:~~

~~—Salary Schedule (3): 10 Month (40-week) Employees—Refer to Appendix~~

~~—Salary Schedule (4): 12 Month (52-week) Employees—Refer to Appendix~~

##### 5B.

1. Summer school and workshop rates: The general Agreed to percentage increase shall be applied to all OSAS workshop and summer school rates.

2. Workshop rates: Bargaining Unit members shall be paid the workshop rate paid to members of the Detroit Federation of Teachers.

~~6.C.~~ Beginning with the 1999-2000 school year, aAll DPS Community Use permit-based programs (Boy Scouts, Girl Scouts, etc.) will be conducted without administrative compensation, except for those programs that specifically provide for compensation for unit members (e.g., 31A and Title I, etc.).

## 8.2 SALARY STEPS (~~Effective July 1, 2001~~)

~~1.A.~~ A unit member's right to receive the salary range increases provided for in Schedule C of this Agreement, or in the case of any unit member who is paid at the maximum the right to receive any pay adjustment that has been negotiated for the next school year, shall be contingent upon satisfying the following prerequisite:

The employee must meet the School District of the City of Detroit Attendance Standard of 96%.

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

~~2.B.~~ A unit member shall be restored to his/her correct salary range or in the case of an employee who is paid at the maximum step the member will be given the following year's pay adjustment upon the satisfaction of the following conditions:

The employee is in compliance with the School District of the City of Detroit Attendance Standard for a period of 12 months.

~~3.C.~~ The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this Article: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article 11.1. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the School District of the City of Detroit Attendance Standard.

~~4.D.~~ Disputes about absences arising from FMLA claims may be appealed to the

District's medical or civil rights offices.

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

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

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

5.E. The above also pertains to performance bonuses.

#### **Salary Schedules (Effective July 1, 2001)**

~~6. For any unit member who is paid at the maximum step of the salary schedule provided in Schedule C of this Agreement, the unit member's right to receive the pay adjustment for the next school year that has been negotiated between the parties shall be denied if the unit members fails to meet the attendance criteria according to the School District of the City of Detroit Attendance Standard of 96%.~~

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

~~7. A unit member's right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the School District of the City of Detroit Attendance Standard for a period of 12 months.~~

~~8. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this Article: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article 11.1. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count~~

~~as absences under the School District of the City of Detroit Attendance Standard.~~

~~9. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.~~

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

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

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

10. The above also pertains to performance bonuses.

### **Base Salary Rates for Curriculum Coordinators and Curriculum Leaders**

11.F. Curriculum Coordinators and Curriculum Leaders shall be paid according to the following schedule: ~~The effective date for implementation of the following rates shall be July 1, 1999:~~

<b><u>Increment Steps</u></b>	<b><u>Salary</u></b>
DPS Minimum 1 <sup>st</sup> Step	\$51,670
DPS Step 2	\$56,729
DPS Step 3	\$61,788
DPS Step 4	\$66,846

~~12. As a result of these rate changes, no current unit member will suffer a reduction of their annual compensation. If a unit member's compensation is between steps as of June 30, 1999, their annual compensation will move to the next highest step.~~

13.G. ~~Effective July 1, 2008,~~ Step 4 of the Masters, Masters plus 30, and Doctorate salary tracks for Curriculum Leaders and Curriculum Coordinators shall be increased to be \$100 greater than the Masters, Masters plus 30, and Doctorate steps contained in the collective bargaining agreement between the Employer and the Detroit Federation of Teachers.

~~14.H. Commencing with the 2007-2008 school year, t~~The Curriculum Coordinator stipend shall be \$2,000, and shall be paid by the end of the school year~~by August 1, 2008 and August 1, 2009. The stipend for the 2006-2007 school year is not changed and shall be paid during August 2007.~~

~~15. A joint Union-Management Commitment will review the current pay ranges for the purpose of establishing salary schedules for advanced preparation.~~

~~16. The schedule above reflects a three percent (3%) increase effective July 1, 1999. In addition, there will be a two percent (2%) increase, effective July 1, 2000; and a two percent (2%) increase, effective July 1, 2001. For the school years 2002-2003 and 2003-2004, the parties will meet to negotiate wages and benefits, and each party may submit as many as two (2) additional proposals for bargaining.~~

#### **Salary Rate for Members Other than Curriculum Coordinators and Curriculum Leaders**

~~17.I. The wage rate for u~~Unit members, other than Curriculum Coordinators and Curriculum Leaders, for the duration of this Agreement shall be the wage rate that was in effect for the 2008-2009 year, which includes an 8% wage reduction. ~~receive a three percent (3%) salary increase, effective July 1, 1999; a two percent (2%) salary increase effective July 1, 2000; and a two percent (2%) salary increase effective July 1, 2001.~~

~~For the school years 2002-2003 and 2003-2004, the parties will meet to negotiate wages and benefits, and each party may submit as many as two (2) additional proposals for bargaining.~~

~~17. A joint Union-Management committee will review the current pay ranges for the — purposes of establishing incremental steps and salary schedules for advanced — preparation.~~

#### **19. Wage Concessions**

Members of the bargaining unit who are not Curriculum Leaders or Curriculum Coordinators have agreed to assist the District by a reduction in compensation. The District acknowledges this contribution to the students of the Detroit Public Schools. The concession shall be computed as follows:

~~A.~~J. The Base Wage Scale contained in the 1999-2004 collective bargaining agreement is the scale applicable to members of the bargaining unit who are not Curriculum Leaders or Curriculum Coordinators.

~~A.~~ For the period commencing when unilaterally implemented about March 1, 2007 and ending December 31, 2007, the Base Wage Scale shall be reduced by ten percent (10%).

~~C.~~K. For the period commencing on ~~January~~ July 1, 2008~~9~~ and ending on June 30, 2013~~09~~, the Base Wage Scale shall be reduced by eight percent (8%), ~~with the wage concession reduced accordingly.~~

~~D.~~ This concession expires on June 30, 2009 subject to the negotiation schedule approved here. All salary increments shall be frozen for the length of this agreement, with such increments to begin again effective July 1, 2013 unless the parties have agreed otherwise.

### **8.3 ADVANCED PREPARATION - MASTER'S DEGREE PLUS 30 HOURS**

~~1.~~A. A candidate who has earned thirty semester hours (or equivalent) or more beyond the Master's degree at an accredited university at the graduate level will be eligible for salary credit for the Master's Degree Plus 30 Hours provided the courses taken have been directed toward his/her major field, or in cognate studies designed to increase effectiveness in a present or subsequent assignment and taken after the granting of the Master's degree.

~~2.~~B. Candidates must be certain that the cognate studies be a well-balanced program. Duplicate courses, although taken at different universities, will not be allowed.

~~3.~~C. Eligibility for salary credit for advanced preparation will be determined by the Office of Administrative and Instructional Personnel after an application on the form provided for that purpose has been filed. Once eligibility has been determined, procedures for payment will be immediately implemented.

~~4.~~D. An administrator or supervisor already at Schedule 3 or 4 maximum salary, when he/she receives his/her M.A. + 30, shall receive the full additional payment for advanced preparation in one step in biweekly payments following filing of the evidence of successful completion of the required hours and approval of said hours by the Office of Administrative and Instructional Personnel.

~~5.~~E. For administrators not at maximum salary, additional payment for advanced preparation beyond the Master's degree shall be made in biweekly payments over a two year period: the first part being paid the first year, and the second part in the

second year. The new rate shall be effective with the payroll service period following the filing of evidence of successful completion of the required hours and approval of said hours by the Office of Administrative and Instructional Personnel.

An increase of \$300.00 will be paid the first part of the first year for 10-month positions (\$369.23 for 12-month positions) and \$400.00 will be paid the first part of the second year for 10-month positions (\$492.31 for 12-month positions). Payment shall commence with the payroll service period following the filing of evidence of successful completion of the required hours and approval of said hours by the Office of Administrative and Instructional Personnel. It shall not be necessary for the administrator to be at maximum salary in his/her present classification to so qualify.

#### **8.4 DOCTORATE**

Administrators/supervisors who have earned a Doctorate degree at an accredited university shall be eligible for an additional salary increase over that for the Master's Degree Plus Thirty Hours in the amount of \$300.00 for 10-month positions (\$369.23 for 12-month positions). Payment will be made following filing of the transcript covering the degree and approval by the Office of Administrative and Instructional Personnel. This additional salary shall be paid in biweekly payments.

### **9.0 ADMINISTRATION**

#### **9.1 ASSIGNMENTS PRIOR TO OPENING OF SCHOOL**

In order to prepare for the opening of school, all 10-month employees ~~will~~ may be assigned to work the week immediately prior to the opening of the new school year in order to: review and work on curriculum, preschool enrollment, overall program and organization; identify need for modification of existing programs; plan direction of efforts to improve programs; plan with available school personnel, constellation staff, and community for effective school organization and program; develop, submit to, and discuss with the appropriate administrator a semester plan identifying priority responsibilities and key factors in the discharge of such priority and responsibilities, stating specific objectives toward which resources will be directed and setting criteria for evaluation of the achievement of these objectives; confer with parents, students, and central staff as needed; and orient available staff. Employees will be provided notice of the start date as soon as possible.

The Board and Union recognize the need for experimentation and innovation in

instructional programs and techniques and agree to cooperate in the planning and implementation of pilot programs that will enhance the effectiveness of the delivery of educational services to all students in our schools.

OSAS reaffirms its firm commitment for implementation of plans adopted by the Board such as semester plans, city-wide plans, constellation plans, staff evaluation plans, accountability plans, deployment plans and other plans which are designed to improve the achievement of pupils and the performance of staff. The regularly scheduled weekly teacher meetings will be used, in part, to implement the plans for improvement of achievement of pupils and performance of staff. Agendas for these teacher meetings and other school related activities as assigned will be forwarded to the appropriate administrator for review and discussion with the principal, as necessary.

## ***9.2 ADMINISTRATIVE STAFFING***

~~Elementary schools with a confirmed fourth Wednesday enrollment of not less than 200 and not more than 499 students shall be assigned a school based administrative manager. The Administrative Manager will be paid at the same salary schedule rate as an Assistant Department Head. The position description for the Administrative Manager will require the successful candidate to possess a minimum of a bachelor's degree with computer and computation/accounting skills.~~

~~During the periods when the principal is required to attend meetings out of the school building, the Administrative Manager may be the administrator in charge of the building.~~

### ***9.3.2 ASSIGNMENTS***

- ~~1.A.~~ When vacancies occur and it has been determined by the Board that the vacancy shall be filled, the Board shall advise OSAS of the same. A position description shall be developed for each new position title and submitted to the Office of Administrative and Instructional Personnel for approval, evaluation and recording of wage levels prior to the assigning of an employee to the new position.
- ~~2.B.~~ When employees are officially assigned to positions represented by OSAS in an acting capacity, appropriate promotional salary adjustments will be implemented in a timely manner.
- ~~3.C.~~ When a member of the bargaining unit is voluntarily reduced in classification,

the employee will be placed at the maximum pay level for the lower pay classification, provided the salary in the higher classification is equal to or higher than the maximum salary for the lower classification.

~~4. Replacement of unit personnel shall be made within one year of the date of resignation, termination, retirement or promotion of the individual who is to be replaced. If there are positions the Board does not intend to fill, the OSAS office will be notified within 120 working days.~~

#### **9.43 SUMMER SCHOOL**

The Office of Administrative and Instructional Personnel shall assign summer school administrators within the following guidelines:

The summer school administrator shall be available for the full session. Shared administrative assignments are not encouraged, however, when necessary, they shall be coordinated by the appropriate administrative unit with the approval of the Office of Administrative and Instructional Personnel.

#### **9.5 ADULT EDUCATION**

~~A joint committee shall be established to study the organization of administrative personnel in the Adult Education program. The committee will make recommendations to the General Superintendent for any changes determined good for the operation.~~

#### **9.64 CURRICULUM LEADERS/CURRICULUM COORDINATORS**

~~Every high school and middle school will have budgeted positions, called Curriculum Leader, based on the following schedule:~~

<u>Enrollment</u>	<u># of Curriculum Leaders</u>
<del>Under 399</del>	<del>1</del>
<del>400 - 650</del>	<del>2</del>
<del>651 - 850</del>	<del>3</del>
<del>851 - 1199</del>	<del>4</del>
<del>1200 +</del>	<del>5</del>

~~1. This Article contains a requirement that the Employer employ a number of Curriculum Leaders based upon enrollment. Despite this requirement, for the~~

~~duration of this agreement and until this agreement is replaced by a successor, the Employer is required to employ only that number established by this section.~~

~~1. The Employer may assign Curriculum Leaders and Curriculum Coordinators prior to the commencement of the school year based on estimated school population. The assignments may be adjusted as required by paragraph 3 below.~~

~~2. \_\_\_\_\_~~

~~a. 2007-2008 school year~~

~~For the 2007-2008 school year, the minimum number of Curriculum Leaders to be assigned will be determined on November 1, 2007. This shall be effective for the duration of 2007-2008 school year. The number shall be determined by applying the allocation code formula contained in section 9.6 to the enrolled population and subtracting 24. The school population used for this calculation shall be the "Fourth Wednesday" count including adjustments completed by October 30.~~

~~b. 2008-2009 school year~~

~~\_\_\_\_\_ For the 2008-2009 school year, the minimum number of Curriculum Leaders to be assigned will be determined on November 1, 2008. This shall be effective for the duration of 2008-2009 school year. The number shall be determined by applying the allocation code formula contained in section 9.6 to the enrolled population and subtracting 26. The school population used for this calculation shall be the same as that used for the prior, 2007-2008, school year.~~

~~4. No grievance will be submitted claiming that the agreement has been violated if the Employer maintains this number. This waiver shall terminate upon the parties agreement to a successor collective bargaining agreement.~~

The Curriculum Leader is to provide academic leadership by assisting the organization in the implementation of the district's instructional program to assure measurable student achievement.

The four (4) core curriculum areas that curriculum leaders must lead are:

- English
- Social Studies
- Mathematics

- Science

One (1) of those individuals assigned to these four (4) areas will be selected to act as the school's Curriculum Coordinator.

The responsibilities of the Curriculum Coordinator will include, but not be limited to the following:

- Perform as full-time administrator without instructional responsibilities.
- Observe and evaluate teachers.
- Organize school professional development activities.
- Analyze and report student data.
- Organize programs to support student achievement (e.g. tutorials, internships, etc.).
- Make recommendations to teachers for instructional interventions based on student data.
- Work at the direction of the principal.

The position of Curriculum Coordinator is not a classification that can be applied for or bumped into. The designation of being a Curriculum Coordinator at each school will be for one (1) academic year. At the conclusion of that year, the designation of Curriculum Coordinator may be extended for an additional year, or another Curriculum Coordinator may be selected from the other Curriculum Leaders.

Curriculum Leaders may be required to teach up to three (3) classes per day.

Curriculum Leaders and Curriculum Coordinators shall not be regularly required or expected to perform duties that are not associated with their primary functions. As examples only, except in an emergency, a Curriculum Leader shall not be regularly required to monitor lunchrooms or hallways (except during passing time), substitute for absent teachers, or monitor entry to or egress from the building.

Work historically performed by persons who held the job title of Curriculum/ Administrative Unit Head or Department Head at either a middle school or a high school may not be performed by a person, other than a Principal or Assistant Principal, who is not a member of the bargaining Unit represented by the Union. However, OSAS acknowledges the existence of an agreement between the Detroit Federation of Teachers and the District relating to Peer Assistance and Review. The District has informed OSAS that persons providing peer assistance will counsel and mentor teachers to improve performance. Peer review will not require a member of the bargaining unit

represented by the Detroit Federation of Teachers to produce or sign a formalized evaluation. No grievance or other objection to the Peer Assistance and Review process will be lodged so long as this continues in effect.

## **10.0 HOURS OF WORK**

In order to attain ultimate efficiency in the operation of the Detroit Public Schools and to provide the best possible educational program to the pupils served thereby, it is essential for administrative and supervisory personnel to work a schedule that reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule may, at times, involve work in and out of the school building and, at times, frequently outside the regular school day. The professional discretion of good administrators and supervisors in scheduling their hours of work shall be respected insofar as such discretion is reasonable and is consistent with the school program and the afore stated aims. Professional discretion may be denied for good and sufficient reason. It is understood that this provision does not preclude the setting of hours by the District or the General Superintendent when necessary, and is not intended to supersede the requirements of any leave policy. In instances where the General Superintendent or Administrative Heads have established regular work hours, prior approval for any deviation by administrators and supervisors is required.

Notwithstanding the above, Units or Departments may establish a flexible time schedule when bargaining unit members are required to work additional hours significantly above their normal hours during critical needs periods

## **~~11.0 1966-67 ADJUSTMENT OF SCHOOL YEAR~~**

~~An administrator or supervisor 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 persons in a lump sum upon separation from the system.~~

## **~~12.0~~11.0 LEAVE POLICY**

### **112.1 PERSONAL BUSINESS LEAVE DAYS**

- 1.A. ~~The present provisions per **Administrative Handbook, Teachers' Bulletin No. 4,** Sick Leave Provisions, pages G31, G32, G33, allowing All bargaining unit members shall have five (5) days per year for specified non-illness emergency absence shall continue in effect, along with the policy permitting two (2) of these five (5) 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.

~~2.B.~~ For leave in case of death:

~~a.1. 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.—~~ Leave may be taken in the event of a member of the employee's immediate family. Immediate family shall be defined consistent with 29 CFR 825.122.

~~b.2.~~ The working days allowed must be consecutive scheduled working days:

- a. 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.
- b. If day of death is a scheduled workday and employee does not work on that day: the days allowed begin with and include the day of death.
- c. If day of death is not a scheduled workday 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.C.~~ An administrator may be granted up to five (5) service leave days within a seven calendar day period for his/her own wedding. This entitlement shall include the wedding day and days subsequent.

## **112.2 SICK LEAVE**

~~1.A.~~ Sick leave shall accumulate in a single bank at the rate of .6818 (10-month 22 pays) for 10-month employees and .6538 (12-month 26 pays) per year for 12-month employees, with a limit of 200 days. This will be effective for current employees beginning July 1999.

~~2.B.~~ 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.) Administrators/Supervisors will be provided an annual update on the number of days in their catastrophe bank.

~~3. An administrator who has exhausted his/her sick bank may, in case of extended illness, borrow up to ten (10) days against future leave. These days will be deducted at the beginning of the following school year. Any administrator who terminates his/her employment shall repay the school system the amount owed for sick leave days advanced under this policy.~~

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

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

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

~~e.3.~~ When the employee presents medical documentation that they are unable to return to work then, or for the foreseeable future, and are seeking benefits under this article, they will be notified by the School District of the City of Detroit that they must file no later than five (5) business days for MPSEERS retirement (disability).

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

~~e.5.~~ Failure of a unit member to apply for such benefits, within the time limits,

shall disqualify the unit member from receiving further benefits under this Article.

- £.6. Failure of a unit member to notify the School District of the City of Detroit of the result of applying for these benefits, acceptance or denial, within five (5) business days from the date the result was received by the unit member shall also result in immediate disqualification from further receipt of assault pay.

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**Offset**

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

**Benefit Termination or Limitation**

- AD. If retirement is granted through MPSERS (regular or disability), entitlement to assault pay shall terminate even if the employee continues to receive weekly Workers' Compensation benefits.
- BE. If the employee rejects the report of the specialist and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.
- F.5. The sick leave bank of administrators employed in schools shall not be charged for necessary absences of up to five (5) days resulting from the following childhood diseases: chicken pox, measles, mumps, diarrhea, whooping cough, impetigo, pink eye (conjunctivitis). The statement of a licensed physician shall be required as proof of the cause of such absence.
- G.6. An employee not able to return to work following ~~eight (8)~~ five (5) consecutive days of absence for personal illness must have a medical examination by the District's 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. If procedures are followed, delays in scheduling the medical examination shall not be charged to the employee's sick bank.

H7. The decision of the Medical Office in this article is binding, except that if an employee is not satisfied with the decision of the District's Medical Office, as to his/her ability or inability to work, the employee must appeal the decision of the Medical Office within three (3) business days from the receipt of the medical report under the following conditions:

- a.1. A person who disputes a decision regarding his or her right to sick leave, assault pay or other benefits granted by this article will notify the Medical Office of the dispute and explain the reasons why the person believes they are entitled to benefits.
- b.2. The Medical Office will notify the person and the Union if the Office continues to disagree with the person.
- c.3. The Union and the Medical Office will jointly select a physician or other expert licensed to practice in the State of Michigan, to resolve the dispute.
- d.4. The fees of the expert will be divided equally between the Medical Office and the person requesting the review.
- e.5. The person will cooperate fully with any examination(s) required by the expert. The failure of the person to cooperate will be a basis for denial of the person's request for benefits.
- f.6. The expert will furnish the Union and the Medical Office a report as promptly as circumstances permit, but no later than twenty (20) business days from the date the examiner has received sufficient information to make a decision providing the expert's opinion regarding the person's right to benefits under this article.
- g.7. The decision of the expert is binding on the Medical Office (and, thereby the District and the General Superintendent), the person making the request for benefits, and the Union.

I8. After ~~eight (8)~~ five (5) consecutive workdays of sick leave, an employee must furnish a statement from his/her physician on Form 432, Release Paycheck: Physician's Certificate, in order to secure his/her next paycheck.

I9. The Department of Human Resources may require a medical examination by the district's Medical Screening Office, whenever there is reasonable cause to question the maintenance of health standards of an employee in a school or department.

## **Benefit Continuation**

1. ~~Employees who are eligible for health benefits at the end of the school year, including those on layoff, shall continue to receive coverage until October 5.~~ Employees who are laid off with an effective date after June 1 shall continue to receive health benefits until the following October 5.
2. ~~Employees on layoff prior to the end of the school year shall receive benefits until the end of the month in which the layoff occurs.~~ Employees who are laid off with an effective date prior to June 1 shall continue to receive health benefits until the end of the month in which the layoff is effective.
3. ~~Employees who resign shall continue to receive benefits until the end of the month in which the resignation occurs.~~
4. ~~Employees who retire shall receive insurance benefits until the day preceding the effective date of retirement.~~
5. ~~Employees on approved leaves of absences shall receive benefits until the day preceding the effective date of the leave of absence.~~

## **112.3 VACATION DAYS**

Twelve-(12) month employees shall receive twenty-five (25) days of vacation each fiscal year (July 1 - June 30). 15 vacation days may be accumulated in a bank to a maximum of 40. Employees who separate from employment with the District on or before June 30, 2011 may be paid for a maximum of 40 vacation days upon separation. Employees who separate from employment with the District after June 30, 2011 and on or before June 30, 2012 may be paid for a maximum of 35 vacation days upon separation. Employees who separate from employment with the District after June 30, 2012 may be paid for a maximum of 30 vacation days upon separation. Employees terminated for cause shall not be entitled to a payout of any vacation days.

## **112.4 EMERGENCY WEATHER CONDITIONS - 10-MONTHS**

- ~~1.A.~~ Scheduled days of student attendance that are canceled because of conditions not within the control of authorities shall be rescheduled when the district is unable to meet the state mandatory requirements.
- ~~2.B.~~ When the canceled days become less than the State requirement for student

attendance, 10-month employees shall not be compensated for mentioned days. Such days will be rescheduled with employees being paid the pay period following.

~~3.C.~~ Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

### **112.5 OTHER LEAVES AND BENEFITS**

~~1.A.~~ 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.B.~~ An administrator who serves in the Peace Corps shall be entitled to experience credit for Peace Corps teaching.

~~3.C.~~ OSAS personnel on professional leave shall be placed, at the expiration of such leave, in a position comparable to the position held at the time the professional leave was granted. The individual shall be returned at the salary step level comparable to the time the leave was granted.

~~4.D.~~ The estate of an administrator who dies during the term of this Agreement shall receive terminal pay calculated on the same basis as if he/she had retired.

~~5.E.~~ 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 \$950 added pay. For every year of recorded 975 hours of work as a former certified hourly adult education teacher, administrators shall receive one (1) year of service credit for longevity eligibility.

This shall be paid as a lump sum each December on a special payroll, ~~with the following exceptions:~~

- ~~a. The longevity payment due in December 2006 shall not be paid.~~
- ~~b. Longevity due in December 2007 shall be paid by August 1, 2007.~~
- ~~c. Longevity due in December 2008 shall be paid pursuant to this Article.~~

~~6.F.~~ The Board and the Union recognize the value of having administrators and supervisors participate in staff development and attend appropriate conferences at

the local, state and national levels. Members are to submit requests to their immediate supervisors on a form provided by the Board to attend appropriate conferences with pay.

- ~~7. All unit members whose primary assignment is housed in Schools Center Building or Schools Center Annex shall receive \$360 annual parking allowance. The parking allowance will be paid July 1 following 180 days of service in these buildings.~~

## **123.0 INSURANCE**

In the event changes and/or additions are made to fringe benefits granted to regular employees in the DFT bargaining unit during the life of this contract, such changes and/or additions shall be made concurrently in fringe benefits granted to this unit.

### **123.1 Health Insurance**

#### **Insurance Program**

All full-time employees shall receive full family health, dental, optical and employee only life insurance as provided below.

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

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

#### **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

**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

**HMO Plans**

\$20 office visit co-pay

**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.

**13.112.2 DESIGNATED HOSPITALS**

In case of a compensable injury, a unit employee may receive necessary medical, surgical and/or hospital care at any of the officially designated hospitals, without cost to the employee.

### ~~13.2 HOSPITAL-MEDICAL SURGICAL OPTIONS~~

~~Hospital Medical Surgical insurance benefits are provided as follows:~~

~~Semi-private room, 365 days of coverage, 45 days of coverage for TB, nervous and mental conditions, dependent children coverage through age 25, medical surgical care, no member's liability on radiological therapy, x rays, EKG's, and laboratory tests, and Master Medical \$50 deductible with 80/20 co pay as described by Blue Cross Blue Shield of Michigan or a comparable program.~~

### ~~13.3 HOSPITAL-MEDICAL-SURGICAL INSURANCE OPTIONS~~

~~A regular unit employee may elect to apply for the hospital medical surgical insurance subsidy for himself/herself and dependents to coverage under Blue Cross Blue Shield of Michigan, Health Alliance Plan (HAP), Michigan HMO Plan, Comprehensive Health Services of Detroit (CHSD), and TOTAL Health Care. The Board shall pay the increased costs to maintain the present fully subsidized health insurance program for all unit employees of record as of February 23, 1993. Employees must apply for coverage within sixty (60) days of initial employment or during open enrollment periods.~~

~~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.~~

~~Effective March 1, 2007, members of the bargaining unit will pay ten percent (10%) of the cost of the premium for their health insurance.~~

~~Within 56 days after the last party ratifies this agreement, members of the bargaining unit will absorb a co-pay for prescription drugs at \$3.00 (generic)/\$15.00 (brand) for pharmacy fill, and \$0/\$0 for mail order.~~

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

~~A preferred provider organization plan (PPO) for prescription drugs and laboratory testing shall be implemented prior to March 1, 1993, for those members who have selected Blue Cross Blue Shield. HMOs will not be included, unless it can be shown that there is a cost savings involved.~~

~~Prior to implementation, the Board and the Union will meet no later than February 15,~~

~~1993, to review the Board approved PPO plan.~~

~~The Board approved plan must project cost savings while not reducing benefits to OSAS members.~~

### ***13.4 OPT-OUT PLAN***

~~Employees who are covered by a health care plan offered by an employer other than the Board of Education and can establish proof of 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, prorated, 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.~~

### ***13.512.3 DENTAL-OPTICAL INSURANCE OPTION***

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.

~~1. — Effective July 1, 1981, the Board shall provide fully subsidized dental insurance for members and their families in addition to fully subsidized health insurance. The dental program level of benefits shall be as described in the Comprehensive Dental Expense plan of Delta Dental Insurance Company or a comparable program. If a husband and wife are both regular Board employees, insurance coverage will be subsidized only on the basis of one employee carrying full family dental insurance.~~

~~2. — There shall be no duplication of individual benefits for a husband and wife who are both regular Board employees.~~

~~2. — The annual maximum per eligible member for Class I and Class II benefits shall be increased to \$1,500, effective January 1, 2000.~~

~~3. — Effective upon mutual ratification of the contract, the Board shall provide~~

~~a comprehensive full family vision care program to all full time salaried members of this bargaining unit.~~

## 12.4 OPTICAL INSURANCE

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

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

## ~~13.6~~12.5 LIFE INSURANCE

~~1.A.~~ 1.A. For the duration of this Agreement, the Board shall underwrite the cost of a group life insurance policy for all unit employees in the amount of \$20,000 per employee.

~~2.B.~~ 2.B. The Board's obligation to make premium payments on behalf of an employee will terminate upon the termination of active employment of the insured employee. ~~However, a retired employee may continue coverage in a uniform amount, not to exceed \$20,000, by making self payment of the entire premium (to the life insurance carrier) for such coverage. This coverage is contingent on the Board being able to obtain such insurance from a carrier.~~

~~3.C.~~ 3.C. Premium Waiver Clause to apply to disabilities. The insurance coverage shall terminate on the individual's date of retirement.

~~4.D.~~ 4.D. For the duration of this Agreement, the Detroit Public Schools shall continue to contribute the same subsidy it presently contributed toward the cost of supplemental group life insurance.

~~4.~~ 4. ~~The Board shall pay the costs to maintain the present \$20,000 life insurance program through 1994.~~

~~6.E.~~ 6.E. The Board shall provide \$350.00 life insurance for employees who have retired.

## ~~13.7~~12.6 FRINGE BENEFITS --- GENERAL

~~1.~~ 1. ~~In the event changes and/or additions are made to fringe benefits granted to regular employees in the DFT bargaining unit during the life of this contract, such changes and/or additions shall be made concurrently in fringe benefits granted to this unit.~~

~~2. The Board agrees to provide a \$3.00 co-pay prescription drug rider effective February 24, 1981.~~

3.A. For each school year, the mileage rate shall reflect the rate that is used by the IRS for tax purposes. All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement.

4.B. Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan 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.

## **134.0 PROPERTY**

### **134.1 CARE OF SCHOOL PROPERTY**

Administrators will be expected to provide normal care of school instructional equipment. However, they shall not be required to do major repair or replacement work on equipment or property.

### **134.2 PERSONAL PROPERTY LOSSES**

A fund in the amount of \$2,000 shall be established from which individual administrators may be reimbursed for approved claims in an amount not to exceed \$100 for personal property loss due to theft, burning, or willful or malicious damage. Personal property is defined as anything normally worn or carried into the building by the administrator or supervisor, but shall not include cash. All claims shall be submitted promptly and shall be considered at the close of the school year. A determination shall be made regarding the amount to be paid on each claim. In making a determination, the extent to which the claimant has been reimbursed from other sources for said loss shall be considered.

### **145.0 GRIEVANCE PROCEDURE**

A sincere attempt shall be made to resolve differences by oral conference between the grievant or grievants or the Union and the principal for employees regularly assigned to schools or the applicable unit head for employees not regularly assigned to schools, before the difference becomes formalized as a grievance. If an issue cannot be resolved

informally, it shall be settled in accordance with the following procedures:

**Step 1**

Complaints, grievances, or disputes arising out of the violation and/or interpretation of this Agreement shall be presented in writing to the Principal/Appropriate Administrative Unit Head or his representative within ten (10) working days from the time that the event took place or within ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the principal or the applicable unit head shall arrange for a conference within five (5) working days after receipt of the grievance.

The grievant may be heard personally and may request representation by the Union. The Union will be afforded the opportunity to be present at any grievance hearing.

The principal or the applicable unit head shall render a decision and communicate it in writing to each grievant, the Union, and the DPS Office of Labor Contract Management within five (5) working days after the completion of the conference.

**Note:** If the Step 1 grievance complains about the principal, the Executive Director for Accountability assigned to that school shall take receipt of the step 1 grievance, conduct a hearing for it, and render a decision on it following the same timelines as otherwise stipulated.

**Step 2 – Appeal to General Superintendent**

Within fifteen (15) working days after receipt of the decision of the principal or the applicable unit head, the Union may appeal to the General Superintendent (through the Office of Labor Contract Management) the decision rendered by the principal or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the applicable unit head.

The General Superintendent or his/her designated representative shall meet with the parties concerned within fifteen (15) working days after receipt of the appeal request. Within fifteen (15) working days after the conference, the General Superintendent shall render a written decision that shall be forwarded to the Union, and the principal or the applicable unit head.

### **Step 3 - Arbitration**

If a grievance is not satisfactorily settled at Step 2, the Union may, within twenty (20) working days file for arbitration under the Labor Arbitration Rules of the American Arbitration Association, in accordance with the following:

- a. In writing, submit to the other party a Demand for Arbitration of any grievance under this Agreement. 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 the American Arbitration Association, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The parties shall share the per diem fees and the expenses of the arbitrator equally. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be binding upon all employees, the Employer and the Union.
- b. The parties may agree to meet further to consider fairly, and in good faith, any other method of settlement that might be mutually agreed upon, including mediation.

### **Procedures for Grievances Not Under the Jurisdiction of the Principal or Applicable Unit Head**

The Union shall submit any such grievance in writing to the General Superintendent through the Office of Labor Contract Management within fifteen (15) working days following the act or condition that is the basis for the grievance.

The General Superintendent, or his/her designated representative, shall meet with the concerned parties within fifteen (15) working days after receipt of the grievance. The General Superintendent shall render a written decision that shall be forwarded to the Union. The decision of the General Superintendent may be appealed to arbitration under the provisions of Step 3 above.

### **General Grievance Powers**

If the Union fails to abide by any timeline or deadline contained in this Article, the grievance shall be considered resolved. Timelines or deadlines may be waived or extended only by the mutual agreement of the parties.

The resolution of all grievances shall be in accordance with the procedures, which are a part of this Agreement. If the grievant fails to appear at a scheduled grievance conference without prior notice, the grievance hearing may proceed, at the Union's request, without the grievant.

The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, a necessary administrative staff member, or a Union representative, shall not be permitted.

All grievances shall be processed confidentially. Neither party shall reveal information nor make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

#### **156.0 LEGAL ASSISTANCE**

In the event a Complaint and Summons is lodged against an administrator who is named as defendant for actions taken by him/her in his/her representative capacity as an administrator for the Board, the Board shall, upon request, provide legal assistance and/or representation if necessary, through its Legal Affairs Office or other designated counsel, provided that:

- 1A. A copy of the Complaint and Summons is transmitted to the Office of Legal Affairs within five (5) working days of service upon the defendant administrator together with a covering letter from the OSAS President or his designee requesting legal assistance.
- 2B. Pursuant to Board investigation and determination, the administrator(s) named was acting consistent with and within the scope of his/her proper administrative duties and responsibilities and within his/her official representative capacity as a Board administrator.
- 3C. Pursuant to Board investigation and determination, such administrator has acted in full accord with Board policy in carrying out functions that give rise to the legal action.
- 4D. There has been no illegality or criminality on the part of the administrator.

The provision of legal advice and/or representation herein shall not apply to any administrator who, in his/her individual capacity, engages in actions outside the scope of his/her authorized duties. Such decision shall be promptly conveyed to OSAS.

### **156.1 COMPLAINT OR CHARGES**

When complaints or charges against an administrator are made, the administrator shall be given full information with respect thereto. If the administrator is required to answer said complaint or charge in either an administrative or Board proceeding, he/she shall have the right to be represented by OSAS at every step of said proceeding.

### **167.0 SECURITY PERSONNEL: SPECIAL PROVISIONS**

The basic contract applies with the following exceptions:

- ~~1. Effective July 1, 1981, members of the Security personnel shall accrue vacation at a rate to equal 20 days at the end of the year.~~
- ~~2. Effective July 1, 1982, members of the Security personnel shall accrue vacation at a rate to equal 25 days at the end of the year.~~
- 3.A. Vacation will be granted at such times during the year as are suitable, considering both the wishes of the employee, the employee's seniority and the efficient operations of the Security Department.
- 4.B. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more full weeks, provided such schedule does not unreasonably interfere with the operations of the division. Once vacation schedules have been finalized by the employer on the basis of individual requests (as per days accrued), no vacation shall be canceled within a period of less than ten (10) working days. In the event of an emergency, however, the employer may postpone an employee's vacation. Said employees shall be granted vacation thereafter at the earliest opportunity.
- 5.C. All rules and directives issued by the current Chief of Security dealing with the duties and responsibilities of all security personnel will continue in effect unless modified or revised by the Chief of Security or his/her superiors.

~~6.D.~~ Assignments and hours of operation will be as designated by the Chief of Security or his/her superiors. In any event, assignments and hours of operation will be designated to meet the needs of the Board.

~~7.E.~~ The Board will pay \$300.00 per year to each unit employee as uniform allowance that shall include maintenance and cleaning of same.

~~8.F.~~ Security Supervisors required to work beyond the normal eighty hour biweekly period shall be granted straight compensatory time or receive a rate of pay in the amount of one and one-half (1½) times their regular rate at the Board's discretion. Supervisors working on Board paid holidays shall receive a rate of pay one and one-half (1½) times their regular rate, plus their regular pay.

~~9.G.~~ All other benefits shall apply as described in the basic contract.

#### ~~18.0 GOVERNMENTAL ACCOUNTANTS, ANALYSTS, AUDITORS AND PRINCIPAL ACCOUNTANTS~~

~~All GAAA classifications will be subject to all provisions of this collective bargaining agreement.~~

#### **179.0 GENERAL**

The School District of the City of Detroit reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the School District of the City of Detroit reserves the right to govern and manage the District in all respects, except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. Subject to the District's duty to bargain, all District policies and procedures of which the Union has notice and which do not conflict with the Collective Bargaining Agreement are part of the Collective Bargaining Agreement. A temporary policy may be promulgated in emergency situations in which prior notification is not feasible.

The parties will meet periodically to identify those practices which conflict with the Collective Bargaining Agreement and/or District policy. Only practices identified and agreed to may be relied upon as a defense for purposes of grievances or arbitrations.

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a final judgment or decree from a court of

competent jurisdiction, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

## **2018.0 DURATION**

This contract shall be effective upon ratification by the last party ratifying, and shall expire on June 30, 2009 2013. The collective bargaining agreement, which expired on June 30, 2004~~9~~, is recognized to have been continued from the date of expiration until the effective date of this agreement. Notwithstanding the foregoing, the parties agree that the Union may notify the District in writing by June 30, 2012, but no earlier than May 1, 2012, of the its desire to reopen the Agreement for the sole purpose of negotiating on the issue of the restoration of increments to be effective July 1, 2012.

Except as expressly changed through collective bargaining and expressed in a written tentative agreement or letter of understanding, the language of the collective bargaining agreement dated ~~1999~~2004-2004~~2009~~ shall be retained and carried over into this new agreement.

**LETTERS OF  
AGREEMENT**

**between**

**THE SCHOOL DISTRICT OF THE  
CITY OF DETROIT**

**and**

**THE ORGANIZATION OF SCHOOL  
ADMINISTRATORS AND SUPERVISORS**

**LETTER OF AGREEMENT**  
**PILOT PROGRAM – SPECIAL EDUCATION/BILINGUAL EDUCATION**

~~For the 1999-2000 school year, any elementary, middle or high school with a minimum of nine (9) or more Special Education classes and a total Special Education population of 100 or more students will be assigned a .5 Department Head which will not be counted inside the Unit Head/Department Head allocation.~~

~~For the 1999-2000 school year, the position of 1.0 Bilingual Unit Head/Department Head will be established in middle and high schools with 150 or more eligible students.~~

**LETTER OF AGREEMENT**

The parties agree that the Recommended Decision of Administrative Law Judge Julia Stern, in MERC case no. C09 L-242, shall be null and void and shall have no application to the parties. Following ratification of the 2009-2013 Collective Bargaining Agreement the Union will withdraw the ULP charge in MERC case no. C09 L-242. As such, the parties agree that the District shall not be obligated to repay salary increments awarded to bargaining unit members in that MERC Recommended Decision.

**LETTER OF AGREEMENT**

~~Beginning with the 1999-2000 school year, high schools that qualify will be entitled to the position of Attendance Coordinator to be compensated at the current Assistant Department Head rate. The allocation of these positions will be as follows:~~

~~Less than 799 FTE = 0.5~~

~~More than 800 FTE = 1.0~~

~~All employees currently working as Department Head, Attendance Department will be grandfathered for wages, even though their title may change.~~

**LETTER OF UNDERSTANDING**  
**RECONSTITUTION OF STAFFS**

When a school is determined to be unaccredited (by Michigan Department of Education guidelines) the General Superintendent has the authority to close and reconstitute a school. When such an action takes place, future assignments will be made consistent with relevant contract language.

**MEMORANDUM OF UNDERSTANDING**

**~~Agreement Between Detroit Board of Education and Detroit Federation of Teachers:~~**  
**~~Article XII, Article C~~**

~~In the event the Agreement between the Board and the Union representing instructional employees is amended to restrict the return of administrators to its unit, the employment by the Board of any OSAS member affected by such restriction will not be terminated by application of Article 6.3 of this Agreement.~~

Dated this 14th day of March, 1985.

\_\_\_\_\_  
Aaron Gordon, President  
O.S.A.S.

\_\_\_\_\_  
George Kimbrough  
Office of Labor Affairs

**LETTER OF UNDERSTANDING**  
**October 1, 1986-September 30, 1988**  
**(OSAS) SELF-FUNDED HEALTH CARE PROGRAM**

- ~~1. Blue Cross/Blue Shield shall be awarded a two year contract effective October 1, 1986 to administer the Board's self-funded employee health care program.~~
- ~~2. There shall be no change in benefits, coverage, or procedures under the self-funded plan administered by Blue Cross/Blue Shield.~~
- ~~3. The Board will maintain aggregate stop-loss insurance, when cost justified, to cover~~

~~excess medical claims liability.~~

- ~~4. Individual health records shall be confidential.~~
- ~~5. HMO plans will continue to be a health care option for eligible employees.~~
- ~~6. The following employer paid health benefit termination rules appear under the conditions cited:
  - ~~a. Employees who are eligible for health benefits at the end of the school year, including those on layoff, shall continue to receive coverage until October 5.~~
  - ~~b. Employees on layoff prior to the end of the school year shall receive benefits until the end of the first policy month that is at least 31 days following the last date paid.~~
  - ~~c. Employees who resign shall continue to receive benefits until the end of the first policy month that is at least 31 days following the last date paid.~~
  - ~~d. Employees who retire shall receive benefits until the day preceding the effective date of retirement.~~
  - ~~e. Employees on approved unpaid leaves of absences shall receive benefits until the day preceding the effective date of the leave of absence.~~~~
- ~~5. A Joint Board Union Health Benefits Review Committee shall be established. The committee shall be charged with, at minimum, monitoring program utilization, costs, effectiveness and stop loss coverage based on information supplied by the program administrator or other mutually approved resources.  
  
~~The committee will meet quarterly, and report its findings and make recommendations to the General Superintendent and Union presidents. After two years, the parties will review the feasibility of continuing the self funded health program.~~~~
- ~~6. The Union contract language, as currently written, will remain during the two-year life of the Agreement unless otherwise negotiated by the parties.~~
- ~~7. Employees, upon separation, shall have the same right to conversion to an individual policy as provided under group insurance plans (in addition to COBRA~~

rights).

**DETROIT BOARD OF EDUCATION**

—S/ GEORGE KIMBROUGH

—S/ CLEMENT S. SUTTON

**ORGANIZATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS (O.S.A.S.)**

—S/ AARON GORDON — Date: 4/21/87

**LETTER OF UNDERSTANDING**  
**Redesigning Low Performing Schools**  
**Date: January 18, 2001**

By their representatives' signatures below, the parties herein make a commitment to the principles of Redesigning Low Performing Schools.

A joint committee shall be formed by a date certain to discuss the implementation of Redesigning Low Performing Schools.

All agreements reached by the parties will be effective from that date.

**For the Union:** \_\_\_\_\_ **For the School District of the City of Detroit**  
S/Diann Woodard \_\_\_\_\_ S/Charles L. Wells III

**LETTER OF UNDERSTANDING**  
**Accreditation of Schools**  
**Date: January 18, 2001**

Pursuant to Article 17.1 of the 1994-97 collective bargaining agreement between the School District of the City of Detroit and the Organization of School Administrators and Supervisors, the School District of the City of Detroit and the Union agree as follows:

1. In light of the extraordinary circumstances occasioned by Article 1280 of the revised School Code, MCLA 380.1280, relating to accreditation of schools by the Department of Education (“Department”), after:
  - a. a school has been declared unaccredited by the Department for two consecutive years, or
  - b. a school fails to meet district performance indices and attendance targets for two (2) consecutive years and reasonable supplemental services and programs have been provided by the school district to the school, its students, their parents and the school staff, and
  - c. after consideration of other reasonable alternatives,

the General Superintendent may close the school and declare all positions vacant.

2. Positions in the reconstituted school shall be filled according to regular procedures for filling vacancies.
3. Subject to Article 6.3.(1), Releases, and the Tenure Act, any administrator who is relieved from a reconstituted school may apply for any vacancy for which he/she is qualified (including the reconstituted school), either administrative or instructional.

If such an administrator is not placed prior to the next school year, he/she will be reassigned pursuant to Article 6.3.(1), Releases, of the OSAS Agreement.

**For the Union:**  
S/Diann Woodard

**For the School District of the City of Detroit:**  
S/Charles L. Wells III

**LETTER OF UNDERSTANDING**  
**Student Code of Conduct**  
**Date: January 18, 2001**

~~A stronger Student Code of Conduct will be developed by the District after consultation by a committee that includes representatives from the Organization of School Administrators and Supervisors.~~

~~**For the Union:** \_\_\_\_\_ **For the School District of the City of Detroit:**  
S/Diann Woodard \_\_\_\_\_ S/Charles L. Wells III~~

~~**LETTER OF UNDERSTANDING**  
**Review of Health Care Benefits**  
**Date: January 18, 2001**~~

~~By their representatives' signatures below, the parties agree to review all health care benefits currently offered to the unit members.~~

~~A Joint Union Management Committee of all signatories, including a third party consultant, who specializes in the area of employee benefits, shall be formed by a date to be agreed to by the Parties during the 1999-2000 school year. The third party consultant shall serve in an advisory capacity only. The joint committee shall only reach agreement on the specification of benefits. The benefits specified are to be equivalent in coverage and benefits presently offered to the unit members.~~

~~If the signatories cannot agree on the specified benefits, each party will present its proposal to a third party arbitrator who will be limited to the selection of the Union proposal or the District proposal.~~

~~Once the benefit package is defined, it will be bid by the District following its normal purchasing guidelines.~~

~~**For the Union:** \_\_\_\_\_ **For the School District of the City of Detroit:**  
S/Diann Woodard \_\_\_\_\_ S/Charles L. Wells III~~

**LETTER OF UNDERSTANDING**  
**Direct Deposit of Paychecks**  
**Date: January 18, 2001**

The parties will meet to discuss the process for direct deposit of paychecks to local banking institutions and frequency of paychecks.

**For the Union:** \_\_\_\_\_ **For the School District of the City of Detroit:**  
S/Diann Woodard \_\_\_\_\_ S/Charles L. Wells III

**LETTER OF UNDERSTANDING**  
**Annual Increment Steps**  
**Date: January 18, 2001**

By their representatives' signatures below, the parties agree to clarify the effective date of annual increment steps as indicated below.

No unit member's progress along the increment steps will be negatively impacted as a result of this change.

Effective July 1, 2000 annual increment steps will be processed twice annually, on January 1 and July 1, according to the schedule identified below.

Employees with the most recent effective date of:

July 1, 2000 -September 30, 2000	July 1, 2001
October 1, 2000 - March 31, 2001	January 1, 2002
April 1, 2001 – June 30, 2001	July 1, 2002

**For the Union:**  
S/Diann Woodard

**For the School District of the City of Detroit:**  
S/Charles L. Wells III

**For the Union:**  
S/Diann Woodard

**For the School District of the City of Detroit:**  
S/Lydia Barlow Jamison

LETTER OF UNDERSTANDING  
**Bargaining for Successor Agreement**  
**Date: March 30, 2007**

The parties shall commence bargaining to secure a replacement to this agreement not later than January 12, 2009. Bargaining shall proceed on the following schedule:

1. Each party shall submit all proposals, both economic and non-economic, not later than February 2, 2009.
2. Bargaining shall continue thereafter with the parties meeting not less than once per week.
3. If necessary, factfinding shall commence not later than April 6, 2009. The factfinder shall be Ted St. Antoine who shall schedule a hearing to be conducted in April 2009; the date shall be mutually approved within 56 days after mutual ratification. A report shall be issued not later than April 30, 2009.

**For the Union:** \_\_\_\_\_ **For the School District of the City of Detroit:**  
S/Diann Woodard \_\_\_\_\_ S/Lydia Barlow Jamison

LETTER OF UNDERSTANDING  
**Calendar Change for 2006-2007 School Year**  
**Date: March 30, 2007**

The Union shall not seek additional compensation for members of the bargaining unit required to work an extended year as a result of the 2006 strike by the Detroit Federation of Teachers.

**For the Union:** \_\_\_\_\_ **For the School District of the City of Detroit:**  
S/Diann Woodard \_\_\_\_\_ S/Lydia Barlow Jamison

LETTER OF UNDERSTANDING

**Individual Contracts**

**Date: March 30, 2007**

**Letter of Understanding: Employment Contracts**

1. ~~The Board of Education shall provide all members of the bargaining unit with employment contracts pursuant to MCL 380.471a. These contracts shall preclude the acquisition of tenure as an administrator.~~
2. ~~For employees in the bargaining unit other than Curriculum Leader and Curriculum Coordinator who hold a unit position on July 1, 2007, contracts shall be issued as soon as possible following the commencement of the 2007-2008 school year. These contracts shall expire on June 30, 2009.~~
3. ~~This provision does not affect the Employer's inherent right to terminate for just cause and to impose layoffs for economic necessity, elimination of position or reorganization/realignment. However, any laid off administrator shall have such rights to claim a position as described in article 7.3.~~

**For the Union:** \_\_\_\_\_ **For the School District of the City of Detroit:**  
S/Diann Woodard \_\_\_\_\_ S/Lydia Barlow Jamison