

**Detroit Public Schools Community District ("DPSCD")
and
Detroit Federation of Teachers ("DFT")
Tentative Agreement (Package)**

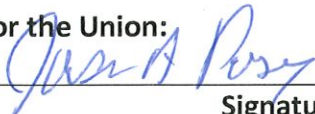
Agreement for July 1, 2024 – June 30, 2026

The parties hereby agree to the following tentative agreement for a successor collective bargaining agreement to begin July 1, 2024. See attachments with respect to each numbered item.


1. Professional Compensation
2. Appendix – Supplements for Athletic Activities
3. Article 13 – Seniority
4. Article 14 – Layoff and Recall
5. Article 16 – Transfers
6. Article 17.C - Evaluations
7. Article 17.E. – Discipline and Discharge
8. Article 24 – Support Staff
9. Respectful Working Environment
10. LOA – Dues Deduction via Payroll
11. LOA – Training and Support Coordinators
12. LOA – Teacher Leader (Master Teacher)
13. LOA – Science and Social Studies Lead Teacher
14. LOA – Ancillary Staff Overage
15. LOA – Detroit Public Montessori
16. LOA – Detroit Lions Blended Learning
17. LOA – The School at Marygrove
18. LOA – Bilingual Interpreter Differential Supplement
19. LOA – Literacy Lawsuit Settlement Funds

The contract provisions of the successor agreement not otherwise set forth above shall continue, with a new contract expiration date of June 30, 2026.

For the Union:

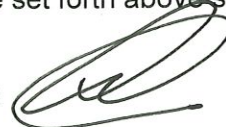


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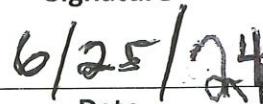


Date

For the District:



Signature



Date

Approved:


Lokia Wilson-Lumpkins, DFT President

Approved:


Nikolai Vitti, Ed.D., General Superintendent

DPSCD Initials: LBS
 Union Initials: [Signature]
 TA'D Date: 6-25-24

**The Detroit Public Schools Community District ("DPSCD")
 and
 The Detroit Federation of Teachers ("DFT")**

**Article XIII
 Professional Compensation**

Proposal Note: The DFT makes the following proposal regarding changes to the bargaining unit compensation. The DFT also proposes that bargaining unit members maintain any current compensation benefits under the parties previous agreements that are not expressly raised in this proposal.

**Salary Schedule #1 for 2024-25 and 2025-26
 (Teacher/Instructional Personnel)**

Step	BA	MA	MA+30	Dr.
1	55,000	60,000	60,300	60,600
2	57,400	63,000	63,300	63,600
3	59,800	66,000	66,300	66,600
4	62,200	69,000	69,300	69,600
5	64,600	72,000	72,300	72,600
6	67,000	75,000	75,300	75,600
7	69,400	78,000	78,300	78,600
8	71,800	81,000	81,300	81,600
9	74,200	84,000	84,300	84,600
10	76,600	87,000	87,300	87,600
11	79,000	90,000	90,700	91,000 (2024-25)
12	81,400	93,000	93,700	94,000 (2025-26)

Current step 11 moves to new step 3; then step 4
 Current step 12 moves to new step 4; then step 5
 Current step 13 moves to new step 5; then step 6
 Current step 14 moves to new step 6; then step 7
 Current step 15 moves to new step 11; then step 12

Placement on New Salary Schedule #1:

23-24 Step & Salary	24-25	25-26
BA, 11--51,071	59,800	62,200*
MA, 11--58,142	66,000	69,000*
BA, 12--52,328	62,200	64,600*
MA, 12--59,923	69,000	72,000*

BA,13--53,585	64,600	67,000*
MA,13--61,704	72,000	75,000*
BA,14--54,842	67,000	69,400*
MA,14--63,484	75,000	78,000*
BA,15--73,922	79,000	81,400**
MA,15--86,000	90,000	93,000**

* Add 300 for MA+30 and 600 for doctorate.

**Add 700 for MA+30 and 1,000 for doctorate.

Salary Schedule #2 for 2024-25 and 2025-26

(Attendance Agents, Day Trade Teachers [non-certified] and CTAs

Step	BA	MA	MA+30	Dr.
1	38,500	40,335	40,635	40,935
2	39,757	42,116	42,416	40,716
3	41,014	43,897	44,197	44,497
4	42,271	45,677	45,977	46,277
5	43,528	47,458	47,758	48,058
6	44,785	49,239	49,539	49,839
7	46,042	51,019	51,319	51,619
8	47,300	52,800	53,100	53,400
9	48,557	54,581	54,881	55,181
10	49,814	56,362	56,662	56,962
11	61,276	69,760	70,460	70,760 (2024-25)
11	63,316	72,083	72,783	73,083 (2025-26)

1. DFT unit members on **Salary Schedule #1** with a hire date on or after July 1, 2024 shall be placed on the step of **Salary Schedule #1** that is based on their years of creditable service and according to the degree held. The maximum step for creditable service shall be step 11 in the 2024-25 school year and shall be step 12 in the 2025-26 school year.

2. A review process shall be put into place to ensure that all DFT unit members on **Salary Schedule #1** with a hire date before July 1, 2020 have been placed on the step of **Salary Schedule #1** that is based on their total years of internal and external creditable service and according to the degree held.

3. Attendance agents (020) shall be placed on Salary Schedule #2 according to the degree held with the exception of *legacy attendance agents* (legacy attendance agents were on step 15 of the 2023-24 salary schedule). Legacy attendance agents shall be placed on step 11 of Salary Schedule #1 for 2024-25 and step 12 of Salary Schedule #1 for 2025-26 according to the degree held. Attendance agents on Salary Schedule #2 shall move one step in 2024-25 and one step in 2025-26. Unit members on the top step shall receive a 4.65% salary increase in 2024-25 and a 3.33% salary increase in 2025-26. Current DFT bargaining unit members on Salary Schedule #1 who accept a position as an attendance agent shall be placed on Salary Schedule #2 no higher than step 10.

4. Certified day trade teachers (those who hold a teacher certification and vocational /occupational certification) (0260) shall be placed on Salary Schedule #1 according to the degree held and shall be given credit on the salary schedule up to step 9 for vocational/occupational service. Non-certified day trade teachers shall be placed on Salary Schedule #2 according to degree held and shall be given credit on the salary schedule up to step 9 for vocational/occupational service. Non-certified day trade teachers on Salary Schedule #2 shall move one step in 2024-25 and one step in 2025-26. Unit members on the top step of Salary Schedule #2 shall receive a 4.65% salary increase in 2024-25 and a 3.33% salary increase in 2025-26. Certified day trade teachers on Salary Schedule #1 shall move one step in 2025-26.

5. College transition advisors (CCTAs) shall be placed on Salary Schedule #2 according to the degree held and shall move one step in 2024-25 and one step in 2025-26. Unit members on the top step shall receive a 4.65% salary increase in 2024-25 and a 3.33% salary increase in 2025-26.

6. Alternative certification teachers (APATH) and alternative certification counselors (APNT) shall be placed on step 1 of Salary Schedule #1 according to the degree held. These bargaining unit members shall not advance a step until they receive certification for their position. Once certification is received, they shall receive credit on Salary Schedule #1 up to step three (3) based on verified experience.

7. Academic interventionists (AIs) (0530) and special instructors (0620) have three steps. AIs and special instructors with a hire date before July 1, 2024 shall be placed on new step 2 (\$44,877) for the 2024-25 school year and new step 3 (\$46,373) for the 2025-26 school year. AIs and special instructors with a hire date on or after July 1, 2024 shall be placed on step 1 (\$42,883) for the 2024-25 school year and step 2 (\$44,877) for the 2025-26 school year.

8. The top step of DFT unit members not on Salary Schedule #1 shall be increased by 4.65% for the 2024-25 school year and 3.33% for the 2025-26 school year. Those unit members not on Salary Schedule #1 and not on the top step of their salary schedule will move one step in 2024-25 and one step in 2025-26. DFT unit members who do not have a step schedule shall receive a 4.65% wage increase in 2024-25 and a 3.33% wage increase in 2025-26.

9. The following bonuses and stipends shall be in effect for the 2024-25 and 2025-26 school years:

Full time bargaining unit members in the following ESE positions shall receive an annual bonus of \$15,000: occupational therapist (0170), physical therapist (0180), ESE teacher (0250), ESE Social Worker (0230), psychologist (0200), speech pathologist (0320), and teachers of speech and language impaired (0330), *and the associated retiree job codes for each of the above positions*. This \$15,000 bonus shall be paid at the end of June in the 2024-25 and 2025-26 school years in separate pay advices. The unit member must remain with the District through the end of the 2024-25 and/or the 2025-26 school years to receive this bonus. The bonus will be prorated for late hires.

Full time bargaining unit members in the following ESE positions shall receive an annual bonus of \$2,000: Nurse (0150), O&M instructor (0160), music therapist (0190), ESE teacher consultant (0300), audiologist (0310), behavioral specialist (A500), special education transition specialist (A510), IEP compliance specialist (A520), *and the associated retiree job codes for each of the above positions*. This \$2,000 bonus shall be paid at the end of June in the 2024-25 and 2025-26 school years in separate pay advices. The unit member must remain with the District through the end of the 2024-25 and/or the 2025-26 school years to receive this bonus. The bonus will be prorated for late hires.

The union and District acknowledge that based on current ORS reporting guidelines the above listed bonus payments will not be ORS reportable income. The District will not take employee retirement contributions nor will it make employer contributions. This is subject to change based on guidance and direction from Michigan Office of Retirement Services.

The parties agree that Article 8 Section (K) will be suspended until June 30, 2026, with the exception of psychologists and Speech and Language Pathologists (SLPs). However, the District will notify and attempt to bargain a bonus amount for those two positions, if needed. If an agreement cannot be reached, then the District can offer the bonus to reach fully staffed status to ensure compliance with IEP federal and state requirements. If unexpected staffing challenges emerge within the two-year agreement beyond psychologists and SLPs, then the District will bargain bonus terms with the exception of psychologists and SLPs.

- > Teacher Leaders (formerly master teachers) (0251 and AMTR (ATLR)) shall receive an annual stipend of \$5,000.
- > Lead ESE teachers (0250 and A030) shall receive an annual stipend of \$3,000.
- > Lead ESE ancillary shall receive an annual stipend of \$3,500.
- > Lead Social Studies/Science Teachers shall receive an annual stipend of \$2,000.
- > Early Career Teacher Mentor shall receive an annual stipend of \$2,000.
- > School Equity Leads shall receive an annual stipend of \$1,500.

10. Ancillary staff with caseload limits shall be eligible for oversize class payments. The criteria for payments shall be the same as for elective teachers and shall be \$500 per card marking period.

11. For all salary schedules, in order to be eligible to move a step on the salary schedule, a unit member must have a hire date prior to June 1 of the preceding school year.

12. DFT unit members hired before July 1, 2024, and not on Salary Schedule #1 before July 1, 2024, who later secure a position on Salary Schedule #1, shall be placed on up to step 3 of Salary Schedule #1 according to the degree held and based on years of service with the District. This does not apply to unit members who successfully complete *On the Rise Academy* to become certified teachers.

13. DFT unit members on Salary Schedules #1 or #2 with 15 years or more of service with the District as of the end of the previous school year shall receive a longevity payment of \$4,000 on a separate pay advice on the last check in November provided that they are still employed by the District at the time of the payment. This payment shall be paid for the 2024-25 and 2025-26 school years.

14. DFT unit members not on Salary Schedules #1 or #2 with 15 years or more of service with the District as of the end of the previous school year shall receive a longevity payment of \$2,000 on a separate pay advice on the last check in November provided that they are still employed by the District at the time of the payment. This payment shall be paid for the 2024-25 and 2025-26 school years.

15. All full-time DFT unit members who are employed by the District during the school year and remain with the District for the entire school year shall receive a \$2,000 retention bonus. Part-time DFT unit members who are employed by the District during the school year and who remain with the District for the entire school year shall receive a \$1,000 retention bonus. This bonus will be paid in a separate pay advice at the end of the school year in June and shall be paid for the 2024-25 and 2025-26 school years.

16. The current "sick day cash out" program implemented in 2022-23 shall continue. ***(Insert language for current "sick day cash out" program)***

17. Reject – maintain current language (sick leave payout at retirement).

18. DFT unit members who submit a resignation notice (*Separation from Service Form*) to HR by March 1 with a resignation date of between June 30 and August 1 of that same school year shall receive a payout for unused sick days of \$45 per day up to a maximum of 50 days with a maximum payout of \$2,250. Unit members who resign and receive a payout of unused sick days may not be rehired for the following two (2) school years unless approved in writing by the Assistant Superintendent of Human Resources or his/her designee. Unit members who resign and receive a payout for unused sick days and are rehired by the District forfeit any rights to restoration of sick leave bank as outlined in Article 8 of the DFT/DPSCD Collective Bargaining Agreement.

DFT unit members who do not provide at least sixty (60) days written notice of a resignation (a *Separation from Service Form*) prior to the first day of school for staff or thirty (30) days written notice (a *Separation from Service Form*) during the school year, and are rehired by the District, shall forfeit any rights to restoration of sick leave bank as outlined in Article 8 of the DFT/DPSCD Collective Bargaining Agreement.

19. Sick leave for all salaried DFT unit members--including academic interventionists (0530) and special instructors (0620)--shall be earned as follows:

> Year one (1)---ten (10) sick days.

> Year two (2) and beyond---twelve (12) sick days.

Sick days earned each year shall be deposited in a unit member's sick bank at the beginning of the school year.

20. Retirees who return to work for the District and are on Salary Schedule #1 shall be placed on step 11 of Salary Schedule #1 according to the degree held for the 2024-25 school year and step 12 of Salary Schedule #1 for the 2025-26 school year after confirmation of their service experience.

21. Retirees who return to work for the District and are not on Salary Schedule #1 shall be placed on the top step of their assigned position according to the degree held for the 2024-25 and 2025-26 school years after confirmation of their service experience.

22. Retirees (including retiree substitutes) shall receive the same supplements, bonuses, or other forms of compensation with the exception of payments based on years of service (longevity).

23. Retirees who are salaried shall receive five (5) sick days each school year.

24. Retirees shall not be eligible for any other benefits, shall have zero seniority for purposes of calculating instructional or non-instructional service, and shall not be eligible for any leaves except those prescribed by law.

25. For the 2024-25 and 2025-26 school years, the District shall maintain or increase its total overall healthcare cost contribution percentage as needed up to the 80% threshold. Subject to this limitation, it is the parties' intention to maintain to the extent possible the DFT bargaining unit members' current (2023-24) plan options not to exceed the 80% threshold, and to address any needed changes as they have done in the past. Also, for the 2024-25 and 2025-26 school years (and in clarification of the foregoing), the District will attempt to maintain its current health insurance providers/carriers, including dental and vision - if their overall costs to the District remain competitive and provide our employees the greatest value. The District will continue to procure high quality services from insurance providers/carriers for health, vision, dental and other high quality healthcare benefits including those that provide our employees with the greatest overall value.

If there is a change contemplated by or imposed upon the District (as in the case of a provider/carrier terminating its relationship with the District), then the parties would bargain over this provision, including but not limited to, procuring similar high quality health care providers.

Notwithstanding the paragraph above, and in clarification of the same, in the event that the District decides that it is in the best interests of our employees and their families to solicit bids for District healthcare insurance, the District shall exercise its rights on behalf of our employees in collaboration with the DFT and coalition of unions as it has consistently done in the past, and no changes would be made in providers/carriers without bargaining and the agreement of the DFT.

26. Any DFT unit member (in any classification) who refers a candidate to the District who is successfully hired into any of the following classifications--teacher (0250), teacher leader (0251), or guidance counselor (0270), and/or the associated retiree job codes--shall receive a bonus of \$1,000, per candidate, subject to the provisions below.

> Any DFT unit member (in any classification) who refers a candidate to the District who is successfully hired as a teacher (0250) or teacher leader (0251), and/or the associated retiree job codes, *and* who is certified in secondary mathematics (EX), bilingual (ESL/ELL), or the sciences (including but not limited to integrated science [DX/DI], biology [DA], chemistry, or physics [DE]) shall receive a bonus of \$2,500, per candidate, subject to the provisions below.

> Any DFT unit member (in any classification) who refers a candidate to the District who is successfully hired as a certified ESE teacher (0250), psychologist (school diagnostic) (0200), ESE school social worker (0230), speech pathologist C.C.C. (0320), occupational therapist (0170), physical therapist (0180), and/or the associated retiree job codes, shall receive a bonus of \$5,000, per candidate, subject to the provisions below.

Bonuses shall only be paid to actively employed DFT unit members *for each referred candidate* who is successfully hired by the District and remains employed in an eligible job code (0250, 0251, 0200, 0230, 0320, 0170, 0180, and/or the associated retiree job codes, certification, or endorsement and assignment) with the District for 180 calendar days. Candidates must identify their referring employee (a current DFT unit member) by name when completing their online application using the referral question, "*Enter the name of the person who referred you.*" No other methods of referrals are acceptable. Candidates must identify the referring DFT unit member on their first application to a vacant position.

DPSCD Initials: LBS
Union Initials: AMW
TA'D Date: 6-25-24

**Detroit Public Schools Community District ("DPSCD")
and
Detroit Federation of Teachers ("DFT")**

Appendix X: Supplements for Athletic Activities

- 1). Accept the district amounts for high school Athletic Coordinators.
- 2). Head Cheerleading "Sideline" coach receives \$6,000. The Head Basketball coach will receive the same \$6,000 and Head Football Coach will receive the same \$7,500 stipend.,
- 3). All High School Athletic coaching positions receive a 7% raise from their previous rate.
- 4). Accept the inclusion of "General High School Sport"
- 5). Establish rate of "General High School Sport" at \$3,701.
- 6). Seven percent increase from the amount the district proposed for all K-8 Athletic Coordinator positions.
 - K8 Athletic Director (School fields between 1 and 3 teams) - \$501
 - K8 Athletic Director (School fields between 4 and 7 teams) - \$752
 - K8 Athletic Director (School fields 8 or more teams) - \$1,253
- 7). All Elementary and Middle School coaching positions will receive a 7% increase from the previous rate.
 - Sports - K-2 Head Coaches = \$412
 - Sports - 3-4 = \$471
 - Sports - 5-6 = \$530
 - Sport - 7-8 = \$589
- 8). Extracurricular Activity supplements listed in the appendix will increase by 7%.

Theater Programs (This provision shall be Incorporated into Article XIV)

High School. For a program to qualify as a theater program, the high school must produce at least (2) two full scale productions each school year which will typically be shows of 90 minutes or more. Each show must meet the following requirements:

- Include at least 12 participating students for each show.
- Hold regular rehearsals outside of school hours, typically for about two months before the show.
- Produce community performances (typically 2) for each show that occur outside of school hours.

Program Directors are the leaders of the Program and shall receive a \$4,000 stipend for a minimum of two shows. Program Directors select individuals to fulfill other positions in their show. Unless approved by the District, department staff shall not hold more than one position for the production of a single show.

- Set Director shall receive a \$2,000 stipend (minimum of two shows).
- Technical Director shall receive a \$2000 stipend (minimum of two shows)
- Musical Director (for musicals only) shall receive \$2000 (minimum of two shows) .
- Orchestra/Band Director (for musicals only) shall receive \$2000 (minimum of two shows) .
- Choreographer (for musicals only) shall receive \$2000 (minimum of two shows).

K Through Middle School . For a program to qualify as a theater program, the school must produce at least (2) two full scale production each school year which will typically be a show of 60 minutes or more. The show must meet the following requirements:

- Include at least 10 participating students (25 if the show is musical).
- Hold regular rehearsals outside of school hours, typically for about two months before the show.
- Produce community performances (typically 2) for each show that occur outside of school hours.

Program Directors are the leaders of the Program and shall receive \$1,000. Program Directors select individuals to fulfill other positions in their show. Unless approved by the District, department staff shall not hold more than one position for the production of a single show.

Musical Director (for musicals only) shall receive \$500 stipend.

Please note: The terms, duration, and availability of these positions are governed by the parties' agreements. This proposal is intended only to report the pay supplements (that is, the monetary amounts) as agreed to by the parties but does not guarantee the current availability of any position set forth herein.

Appendix – Athletic Rates

Sport Grade	Sports	Current Rate	New Rate	% Increase	Notes
HS	Athletic Director - A	\$4,687	\$4,687		DFT & District agreed
HS	Athletic Director - B	\$4,687	\$7,500		DFT & District agreed
HS	Athletic Director - C	\$4,687	\$10,100		DFT & District agreed
HS	Baseball Head Coach	\$3,267	\$ 3,496	7%	
HS	Baseball Assistant	\$1,922	\$ 2,057	7%	
HS	Basketball Head Coach	\$4,628	\$ 6,000	30%	
HS	Basketball Assistant	\$2,724	\$ 2,915	7%	
HS	Basketball JV	\$2,724	\$ 2,915	7%	
HS	Bowling Head Coach	\$2,158	\$2,309	7%	
HS	Bowling Assistant	\$1,273	\$1,362	7%	
HS	Cross Country Head Coach	\$2,177	\$2,329	7%	
HS	Golf Head Coach	\$2,158	\$2,309	7%	
HS	Golf Assistant	\$1,273	\$1,362	7%	
HS	Lacrosse Head Coach	\$3,267	\$3,496	7%	
HS	Lacrosse Assistant	\$1,922	\$2,066	7%	
HS	Soccer Head Coach	\$3,267	\$3,496	7%	
HS	Soccer Assistant	\$1,922	\$2,057	7%	
HS	Swim Head Coach	\$3,267	\$3,496	7%	
HS	Swim Assistant	\$1,922	\$2,057	7%	
HS	Tennis Head Coach	\$2,158	\$2,309	7%	
HS	Tennis Assistant	\$1,273	\$1,362	7%	
HS	Track and Field Head Coach	\$3,815	\$4,082	7%	
HS	Track and Field Assistant	\$2,244	\$2,401	7%	
HS	Cheer Competitive	\$3,267	\$3,496	7%	
HS	Cheer Competitive Assistant	\$1,922	\$2,057	7%	
HS	Cheer Sideline	\$4,628	\$6,000	30%	
HS	Cheer Sideline Assistant	\$2,730	\$2,921	7%	
HS	Cheer Sideline JV	\$2,730	\$2,921	7%	
HS	E-Sports Head Coach	\$2,970	\$3,178	7%	
HS	E-Sports Assistant	\$1,747	\$1,869	7%	

Appendix –Extracurricular Supplements

Extracurricular Activity Supplements - Activity	Current Rate	Proposed Rate	% Increase	Notes
5000 Role Models	\$3,124.00	\$3,342.70	7%	Select sites only
Academic Games Coordinator	\$5,000.00	\$5,350.00	7%	1 Per District
Academic Games	\$3,124.00	\$3,342.70	7%	
BPA (Business Professionals of America)	\$3,124.00	\$3,342.70	7%	
Career Technical Student Organization (CTSO) Coach	\$3,124.00	\$3,342.70	7%	
Chess Coach	\$3,124.00	\$3,342.70	7%	
Chess Coordinator	\$5,000.00	\$5,350.00	7%	1 Per District
Civic Literacy Club	\$1000			Removed
Dance Teacher	\$2,945.00	\$3,151.15	7%	
Debate Coach	\$2,000.00	\$2,140.00	7%	
DECA (formerly Distributive Education Clubs of America)	\$3,124.00	\$3,342.70	7%	
Drill Team Teacher	\$2,970.00	\$3,177.90	7%	
HOSA – Future Health Professionals	\$3,124.00	\$3,342.70	7%	
JROTC	\$3,124.00	\$3,342.70	7%	
Music Education – Auxiliary	\$3,124.00	\$3,342.70	7%	
Music Education – Band	\$3,124.00	\$3,342.70	7%	
Music Education (GM You Make A Difference Grant)	\$3,124.00	\$3,342.70	7%	
Music Education—Choir	\$3,124.00	\$3,342.70	7%	
Music Education—Orchestra	\$3,124.00	\$3,342.70	7%	
Robotics Coach Coordinator	\$5,000.00	\$5,350.00	7%	1 Per District
Robotics Coach: 3-5	\$1,124.00	\$1,202.70	7%	
Robotics Coach: 6-8	\$2,124.00	\$2,272.70	7%	
Robotics Coach: 9-12	\$3,124.00	\$3,342.70	7%	
SkillsUSA (Vocational Industrial Clubs of America)	\$3,124.00	\$3,342.70	7%	

DPSCD Initials: LBS
Union Initials: AMW
TA'D Date: 6-25-24

The Detroit Public Schools Community District ("DPSCD")
and
The Detroit Federation of Teachers ("DFT")

Article Thirteen - Seniority

A. Definition/Accrual

Seniority in the District means total accumulated contract service and/or permanent assignment service in this bargaining unit in any of the District schools since the most recent date of appointment. Seniority also accrues while the employee is on professional service leave, approved medical leave, worker's compensation, other leaves under the FMLA, and approved military service leave subject to applicable law with the understanding that accrual of seniority for approved medical leave, workers compensation, and other leaves under the FMLA, shall not be retroactive prior to July 1, 2024. Seniority does not accrue while on any other kind of leave.

B. Seniority – Transfer or Changed Positions [New Section]

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

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

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

Teacher service for certified adult education teachers will be carried over when reassigned to another regular job classification within the bargaining unit.

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

Bargaining unit members enrolled in On the Rise Academy accrue up to three years of seniority while enrolled in the program.

Bargaining unit members who have obtained a teaching certificate through an alternative certification program other than On the Rise Academy shall be accorded up to three years of seniority retroactive to the first day that they began the program and were employed in the District. Bargaining unit members who were previously employed by the District prior to enrolling in an alternative certification program shall retain their accrued seniority throughout and after the program, provided that there has been no break in their District service.

Retirees shall have zero seniority for purposes of calculating instructional or non-instructional service.

C. Verifying a Current Seniority List

The Union and District recognize that seniority calculations may require in-depth review. The parties will agree to an accurate and current seniority list no later than October 2, 2024.

After the parties establish an accurate and current seniority list, Any bargaining unit member disputing their seniority calculation as it relates to an employment action may submit a request to Human Resources for a review. Human Resources will endeavor to complete the review as soon as possible and in the order in which requests are received. Such a review must be requested prior to the filing of any grievance related to seniority, and a review shall be completed within 30 calendar days, absent extraordinary circumstances. In the event a review cannot be completed within 30 calendar days, the District shall notify the Union and bargaining unit member of the reason for the extended review. This extension shall be no more than thirty (30) calendar days. The District shall provide the Union with an up-to-date seniority list quarterly.

DPSCD Initials: LPSS
Union Initials: AMW
TA'D Date: 6-25-24

The Detroit Public Schools Community District ("DISTRICT")
and
The Detroit Federation of Teachers ("DFT")

Article Fourteen – Layoff and Recall

A. General

1. Definition

A "Layoff" is a separation of an employee resulting from a reduction in force, including but not limited to the elimination or reduction of a program, the elimination or reduction of a position, or the elimination, reduction, or displacement of staff at a school or a building across the District.

2. Order of Layoff

Layoffs will occur in the following order:

- Group 1: Bargaining unit members who work under a permit (or equivalent for their position) and do not hold a teaching certificate (or equivalent for their position)
- Group 2: Bargaining unit members who are classified as retired.
- Group 3: Bargaining unit members who were rated as "needing support" in their evaluation.
- Group 4: Bargaining unit members who were rated as "developing" in their last evaluation.
- Group 5: All other bargaining unit members.

The District will first lay off bargaining unit members in Group 1 in accordance with seniority within the Group. Bargaining unit members in Group 1 enrolled in On the Rise Academy shall be the last to be laid off in Group 1, regardless of seniority. If after laying off all individuals in Group 1, the District still needs or wants to implement additional layoffs, the District will lay off bargaining unit members in Group 2 in reverse order from their most recent hire date. If after laying off all individuals in Group 2, the District still needs or wants to implement additional layoffs, the District will layoff bargaining unit members in Group 3 in accordance with seniority. If after laying off all individuals in Group 3, the District still needs or wants to implement additional layoffs, the District will layoff bargaining unit members in Group 4 in accordance with seniority. If the District still needs or wants to implement additional layoffs, the District will lay off bargaining unit members in Group 5 in accordance with seniority. Seniority in this provision refers to District-wide seniority. It is further understood that such layoffs shall be based upon teachers' certification and credentials (i.e., a more senior teacher may be laid off if he/she is not certified to teach a position that is being eliminated as part of the reduction of force.

The District will consult with the Union prior to implementing the above criteria for layoff and recall purposes.

B. Layoff Notice

When conditions exist that allow the District to provide notice of a system-wide layoff, bargaining unit employees to be laid off will be notified as soon as possible and provided at least thirty (30) calendar days' notice. The District will notify the employees of the layoff by District email. The District will also notify the Union of the layoff, providing the Union with a list of employees affected by the layoff, including the employees' full names, job classifications, and work locations or assignments. The District will send this list to the Union immediately before it notifies the employees.

C. Rights Under Layoff

No employee shall bump another employee except to avoid layoff, in which case the employee shall bump and be placed in the position for which the employee has previously held in the last three (3) school years and for which the employee is properly certified and/or credentialed. and provided there are funded vacant positions for which they are qualified.

Under no circumstances may an employee bump into a position where he or she is not certified or credentialed. Under no circumstances will an employee who is in Groups 1, 2, 3, or 4, in Section A bump into a position held by an employee who is in Group 5.

If layoffs are implemented, laid off bargaining unit members shall be made day-to-day substitutes, provided they meet the minimum qualifications, they apply and there is available District funding to hire substitutes. Once made a day-to-day substitute, the bargaining unit member may also become a long-term, building, or FMLA substitute. Such placement as a substitute shall not serve to deny said employee their recall rights nor, upon recall, adversely affect their status and benefits acquired before layoff including, but not limited to, placement on the salary schedule and sick leave bank and other fringe benefits Bargaining unit members working as substitutes may not use sick days accumulated as contract bargaining unit members. Laid off contract teachers are to be offered a day-to-day or building substitute assignment in the reverse order of layoff, following the seniority provisions in Article Thirteen. Acceptance or refusal of an assignment shall not affect the contract teacher's placement on the recall list. Laid-off bargaining unit members working as substitutes shall receive the pay and benefits for the substitute position they hold as applicable.

District payment of health, dental and life insurance benefits carried by regular full-time employees laid off prior to the completion of the school year shall be continued through the end of the month in which their layoff was effective. For regular full-time employees laid off upon completion of the school year, the District shall continue the payment of health, dental, and life insurance benefits through August 31st of that calendar year, unless at the time of layoff the member was on an unpaid leave or otherwise not receiving benefits. In addition, laid off employees shall be permitted to carry group insurance in accordance with COBRA.

Employees laid off shall be maintained on a recall/ eligibility list for a period of three (3) years from the date of layoff subject to any applicable state law.

D. Recall Method [New Section]

On being recalled, a certified teacher shall become a contract teacher, and members in the alternative certification programs – provided they are legally eligible to teach based on their enrollment status in an alternative certification program – shall have limited recall rights until such time as enrollment figures are verified and the permanency of positions is verified. A contract teacher or an alternative certification program employee with limited recall rights shall have all benefits and pay as would accrue under this Agreement except layoff notice is two (2) days. The

pay rate shall be the same as the teacher would have received if he/she had not been laid off. The determination regarding the permanency of the position will take place no later than the end of the fifth week of school. When the recall has been determined to be finalized, the teacher shall, retroactive to the date of recall, have restored status and benefits acquired before layoff including, but not limited to, placement on the salary schedule, sick leave bank, and other fringe benefits. Teachers recalled after the fifth week of school shall be placed on contract status (if certified) or alternative certification program status (if in an alternative certification program and legally able to teach based on the status of their enrollment in the alternative certification program) immediately with status and benefits restored.

E. Notification of Recall

Notification of recall shall be sent via electronic mail (email) to the employee's last known email address and by registered or certified mail. It shall be the responsibility of the employee to notify the District of any change of email address or mailing address immediately after such change.

The position to which the employee is being recalled will be held for a response from the recalled employee for a period of five (5) calendar days from the date the letter is sent. If the five (5) calendar days expire, the person shall be reinstated for recall on his/her contacting the District within the next five (5) calendar days.

Failure to respond to the written notice of recall within the five (5) day period will result in the individual being moved to the bottom of the recall list. Failure to respond to the official recall notification within thirty (30) days will result in the employee being a voluntary resignation and the District shall be under no further obligation to the employee.

F. Refusal of Recall

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

If a teacher is recalled to his/her subject area and he/she refuses recall, the teacher shall be terminated without further obligation on the part of the District. However, if a teacher to be recalled is currently employed by another school district as a teacher, the teacher will be allowed to complete the school year in that district and will be recalled at the beginning of the next school year, provided there is a funded, vacant position available.

If, at the time of recall, the person to be recalled can provide sufficient evidence to confirm that they qualify for parental leave, approved FMLA, or approved disability leave, they will be recalled to that position subject to appropriate unpaid leave of absence provisions.

In the event that an employee covered by this Agreement is laid off (or on an approved leave of absence or otherwise separated from the District) and has not returned to service in DPSCD within one (1) calendar year, he/she shall be subjected to a criminal history record check, pursuant to state law, which includes fingerprinting at the District's expense before he/she is returned to service with the District.

G. Order of Recall

Recall shall be in reverse order of layoff following the provisions established in the section above. The person having the greatest seniority in each classification, based on the system-wide seniority, shall be given the first opportunity of recall to that classification, provided the person is appropriately certified/credentialed for the available position(s). In the case of equal seniority, other District teacher service, both substitute and contract, will be added. In the case of layoff

Group 1, employees enrolled in On The Rise Academy shall be recalled first. In the case of layoff Group 2 (retirees), recall shall be strictly in reverse order of layoff in each classification, provided the person is appropriately certified/credentialed for the available position(s). Under no circumstances shall an employee who is in Layoff Group 1, 2, 3, or 4, be recalled before an employee in Group 5 is recalled.

In the even that a teacher is to be recalled from a subject area list that has been exhausted, the teacher with the most system-wide seniority and certification from the other subject area lists shall be offered that position, provided the person is appropriately certified/credentialed for the available position.

H. Unemployment Compensation and Layoff

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

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

DPSCD Initials: LBS
Union Initials: AmW
TA'D Date: 6-25-24

The Detroit Public Schools Community District ("DPSCD")
and
The Detroit Federation of Teachers ("DFT")

Article Sixteen
Transfers

A. Voluntary Transfers

1. Open Transfer Period

The District shall maintain an open transfer period from February 1 – May 1.

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

2. Request for Transfer

Bargaining Unit Members who wish to change the location of their assignment (including a different type of assignment at a new location) may apply for a confidential transfer by filing an electronic form provided by Human Resources for such purpose.

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

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

Transfer requests will be reviewed regularly by Human Resources. Human Resources will make a "good faith effort" to honor transfer requests during the transfer period.

The list of vacancies for positions eligible for transfer includes all vacancies currently staffed by a substitute (unless the substitute is covering an approved leave). Human Resources will share a list of vacancies with the Union on February 1st, March 1st, and April 1st.

3. Selection Process

When a position is to be filled by transfer, the position is to be filled via mutual consent according to the following:

Human Resources will the share names and contact information of employees who have requested a transfer with administrators at requested locations at least three (3) times during the open transfer period: once on/around February 15th, March 1st and again on April 1st. Principals shall first consider applicants for a transfer when a vacancy exists. Prior to hiring an external candidate for a vacancy, the School Leadership Team must interview five (5) candidates who are qualified to fill the position and have submitted a request to transfer to that location (or they shall

interview all transfer candidates if fewer than five (5) candidates requested a transfer to that location). If more than five (5) candidates submitted a transfer request to that location, the School Leadership Team shall interview the three candidates with the most District seniority. The Principal and/or School Leadership Team shall conduct outreach to those requesting a transfer via official DPSCD email. The process outlined above shall apply only from February 1 to April 15. After April 15th Principals and School Leadership Teams are no longer required to interview transfer applicants.

When a position is to be filled by transfer, the position is to be filled according to the following:

- A vacancy must exist in the assignment at the location.
- The employee must meet the requirements (including possessing appropriate certification, or licensure where applicable) to work in the vacant assignment.
- Employees who wish to transfer may be subject to the presentation and delivery of a demonstration lesson, and/or an interview at the requested transfer location with the administrator and/or School Leadership Team, which shall include a member designated by DFT. The School Leadership Team will make a recommendation to the Principal at the location.
- The Principal at the receiving transfer location must approve the transfer following the recommendation of the School Leadership Team by submitting an offer request to Human Resources.
- An employee will receive an offer request to transfer to the new location via District email.
- The employee must accept the offer request within three (3) business days of receiving the offer.
- Official notification of a transfer will come in the form of a transfer letter from Human Resources via District email with the reassigned transfer location and reporting date.
- Once a transfer is effectuated for the employee, it is final, and no further voluntary transfer requests can be executed during the school year.
- To ensure continuity of instructional support, employees rated as "needing support" or "developing" in their most recent evaluation shall transfer locations only if expressly approved by Human Resources.

4. Transfer Request Notification

All bargaining unit members who request a transfer will be notified regarding the acceptance or denial of transfer via DPSCD email by Human Resources on or before May 15th.

B. Involuntary Transfers

The District retains the right to transfer teachers based on District policy. Contract teachers shall receive at least five days notice before they are transferred from one regular assignment to another regular assignment in a different school building, and within this five day the teacher shall have one day to move his/her belongings to the new location.

When an involuntary transfer is effectuated, the District shall inform the employee of the reason for the transfer and the Union shall be copied on the official transfer notification.

Involuntary transfer reasons may include but are not limited to: staffing needs in other locations, decreases in enrollment, school closure/consolidation, changes in programming,

performance, financial or legal compliance, climate and culture concerns, irreconcilable differences between employees, perceived nepotism, suspected misconduct and/or suspected Board policy violations leading to the initiation of an investigation.

Transfer for climate and culture concerns, performance irreconcilable differences between employees, or perceived nepotism shall be a last resort to try to address these issues. Employees transferred for these reasons shall be notified no later than March 1 that they will be involuntarily transferred for the next school year.

DPSCD Initials: LBS
Union Initials: AmW
TA'D Date: 6-25-24

The Detroit Public Schools Community District ("DISTRICT")
and
The Detroit Federation of Teachers ("DFT")

Article Seventeen
Personnel Files, Evaluation and Discipline

* * *

C. EVALUATIONS

Evaluations will be based on the teacher's performance as measured by the "Thrive for Teachers" Observation Rubric (Classroom Observation Component), the Commitment to School Community Component, as well as the Student Growth Component, and Student Surveys.

Performance as measured by the Thrive for Teachers Observation Rubric shall be the basis for 70% of a teacher's final evaluation score. The Commitment to School Community Component shall be the basis for 5% of a teacher's final evaluation score, and Student Surveys shall be the basis for 5% of a teacher's final evaluation score. When student survey data is unavailable, the School Community Component will be re-weighted to 10%.

The Student Growth Component shall be the basis for 20% of the teacher's final evaluation score.

Observations

A teacher will not be observed for evaluation purposes by another Union (DFT) bargaining unit member at any time or for any reason. Any observations of a teacher by a Teacher Leader, a mentor, or a coach shall be strictly for purposes of assistance, support, and instructional improvement. At no time shall a Union (DFT) bargaining unit member participate in the evaluation of another Union (DFT) bargaining unit member.

Adverse employment actions will not be initiated based solely upon the performance of teachers who are assigned outside their area of certification, or teachers who have had changes in their teaching area as a result of recall or involuntary transfer, during the first semester in the new assignment, excluding misconduct or other compelling cause.

A teacher will not be observed for evaluation purposes during the first five (5) school days of student instruction in the first or the second semesters.

Only principals, assistant principals, principal supervisors or designee (who is a content expert from the Academics division and an administrator) may conduct evaluations or observations. Evaluators who conduct an observation or evaluation must be trained.

By the end of the 1st Academic Quarter (or at the start of employment):

One goal setting conference will be conducted by the assistant superintendent, principal, assistant principal, or designee who is responsible for the performance evaluation ("evaluator"). At this conference, the teacher and the evaluator will review the State, District, and local

based on the courses and grade levels taught by the teacher and the assessments available for those grades. The local assessments used for Student Growth will be developed as set forth below ("Student Growth Component"). The teacher and the evaluator will also align on development priorities for the year and review such issues as pacing of lessons. Within ten (10) school days following the conference, the teacher shall be provided with a written summary of the assessments to be used in the evaluation process.

Between five (5) school days after the start of Quarter 1 and the end of the first semester:

One (1) classroom observation shall be conducted by the assistant superintendent, principal, assistant principal, or designee ("evaluator"). This observation shall be for at least thirty (30) minutes but not more than full period or block, and shall be scheduled in advance. Within ten (10) school days following any conference, the teacher shall be provided with a post-observation conference with the evaluator. Within five (5) school days following the post-observation conference, the teacher shall be provided with a written summary of the observation.

This written summary shall include constructive feedback, performance goals and any recommended training for the remainder of the school year. The written summary also shall identify deficiencies, if any, and assistance that will be given to the teacher. This assistance may include, but is not limited to, the following:

- The assignment of a mentor or a coach, who shall be a Teacher Leader, New Teacher Mentor, Lead Teacher, or a content expert from the Academics division.
- Professional assistance activities in which the teacher will be given the opportunity to participate.
- A schedule of one or more observations of exemplary teachers, sometimes described as modeling.
- A schedule of one or more demonstration lessons in the teacher's own room by the mentor or the coach.

This written summary may predicate or form the basis of the midyear progress report for a teacher who must receive one pursuant to state law, MCL 380.1249. The midyear progress report must comply in all respects with state law, MCL 380.1249, including but not limited to the development of a written improvement plan for the teacher.

Between five (5) school days after the start of Quarter 2 and April 18:

One (1) classroom observation shall be conducted by the assistant superintendent, principal, assistant principal, or designee who is responsible for the performance evaluation ("evaluator"). This observation shall be for at least thirty (30) minutes but not more than a full period or block, and may be unscheduled. Within ten (10) school days following any observation, the teacher shall be provided with a post-observation conference with the evaluator. Within five (5) school days following the post-observation conference, the teacher shall be provided with a written summary of the observation. The written summary shall include constructive feedback, the teacher's progress in meeting performance goals, and the progress of any assistance provided to the teacher.

An optional observation may be administered at the discretion of the evaluator. This cycle includes a scheduled observation of instruction and a debrief conversation to align on goal

progress. It shall be scheduled no earlier than three weeks after the post-observation conference performed in accordance with the paragraph above.

This written summary may predicate or form the basis of the midyear progress report for a teacher who must receive one pursuant to state law, MCL 380.1249. The midyear progress report must comply in all respects with state law, MCL 380.1249, including but not limited to the development of a written improvement plan for the teacher.

Year End:

Prior to June 1, the evaluator will hold a conference with the teacher reviewing the post-observation written summaries, the assessments, and other data that the evaluator or the teacher wish to discuss.

When a teacher's evaluation includes a local growth component, year-end evaluation must include the student growth and assessment data or student learning objective metrics established in the goal-setting conversation at the beginning of the year. The year-end evaluation must also include constructive feedback, specific performance goals, any recommended training, and next steps in professional growth for the teacher in the next school year. In the year-end evaluation, the evaluator will identify specific supports, such as professional development, in consultation with the teacher, that would assist the teacher in meeting these goals.

If the schedule and the protocols of observations, conferences, and written summaries were not complied with on two or more occasions during the school year, then the teacher shall be rated effective for the school year, unless the non-adherence to the schedule and protocols is a result of the bargaining unit member's absence(s), or the non-adherence is not deemed impactful to the bargaining unit member's evaluation rating as determined through the appeal process.

If the assistance offered in a written summary of evaluation was not afforded to the teacher, then the teacher shall be rated effective for the school year, unless the failure to provide the assistance offered is not deemed impactful to the bargaining unit member's evaluation rating as determined through the appeal process.

Student Growth Component:

Students are attributed to teachers if they are enrolled on fall count day, spring count day, the last day of the assessment window, and have valid pre and post test results in full compliance with the standards and procedures set forth in the THRIVE evaluation tool.

Local assessments: In their first conference of the evaluation process, set forth above, the teacher and administrator shall agree upon the student data that include a baseline of where students begin so that growth may be assessed. These sources of data may include, but are not limited to, school benchmark assessments, portfolios that include work from the prior year or the beginning of the school year, and end-of-year artifacts for students. In the event that the teacher and administrator cannot agree, then an appropriate central office administrator will establish the local assessments.

Commitment to School Community Component:

The Commitment to School Community Component shall be based on the four indicators currently used in the Thrive Commitment to School Community Rubric Structure. No

Commitment to School Community Component:

The Commitment to School Community Component shall be based on the four indicators currently used in the Thrive Commitment to School Community Rubric Structure. No professional deductions for disciplinary action or attendance concerns shall be considered in determining a score for the Commitment to School Community Component.

Student Survey Component

Students in grades 3-12 enrolled on fall count day, spring count day, the last day of the survey window, and have valid survey results will be included in survey rosters. In order for teachers to be eligible for this component, they must have at least 10 students participate in the survey administration. If a teacher is ineligible to receive student survey results, the School Community Component will be re-weighted to 10%.

Ratings

Final rating shall be based on classroom observations (70%), commitment to school community (5%), student surveys (5%) and student growth (20%). If a teacher is ineligible to receive student survey results, the school community component will be re-weighted to 10%.

The parties agree to establish a joint Union and District committee to establish the method for computing an overall summative rating for teachers based upon the THRIVE evaluation tool and the scoring of the student growth component by October 1, 2024.

OTHER BARGAINING UNIT MEMBERS

Counselors shall be evaluated using the current evaluation tool and procedures for counselors.

For all other bargaining unit members not subject to the Teachers Tenure Act no later than October 1, 2024, the District and the Union will meet and bargain in good faith to develop an evaluation tool to be used for performance evaluations. The District and the Union may designate their respective representatives to sit on a committee for this purpose. Upon agreement of the evaluation tool, the District shall publish and distribute the tool to all affected bargaining unit employees. Until the time of agreement of the new tool, other bargaining unit members will be evaluated using existing tools.

Clinical Ancillary staff will only be evaluated by their clinical supervisor or a qualified central office administrator.

The district will publish on the DPSCD Hub all existing evaluation tools that will be used during the 2024/25 school year no later than the first day of school for students.

At no time shall a Union (DFT) bargaining unit member participate in the evaluation of another Union (DFT) bargaining unit member.

EVALUATION ELIGIBILITY

Teachers and other bargaining unit members who meet any of the criteria listed below will receive their most recent overall evaluation rating from the previous school year; if there is not such rating, then the teacher/bargaining unit member will receive a default "effective" rating,

which will be submitted to the State of Michigan as required by state law.

- Any new employee hired after April 1 of the school year, or employed less than 60 days within the school year
- Any employee who separated on or before May 1 of the school year.
- Any employee assigned to the Employee Transition Center on or before March 1 of the school year.
- Any employee on FMLA or other approved leave for more than 40 continuous days prior to May 3 of the school year.
- Any employee on worker's compensation for 40 continuous days prior to May 3 of the school year.

In accordance with MCL 380.1249, teachers rated with the highest possible summative rating (highly effective or effective, depending on whether a four-rating scale or three-rating scale was used) in the most recent three years shall be evaluated biennially or triennially instead of annually.

COMPLIANCE WITH STATE LAW

Nothing in this Agreement shall be construed or applied to abrogate the rights of teachers or to waive or relieve the District of compliance with the requirements, standards, and provisions under MCL 380.1249 or other applicable state or federal laws. Any remedies available pursuant to this Agreement are supplemental to remedies set forth in MCL 380.1249 or other applicable state or federal laws.

Appeals Process

All bargaining unit members receiving a summative evaluation rating of less than "effective" may appeal their summative evaluation rating. Appeals must be submitted within 30 days of receiving a summative rating. A three-member panel comprised of senior leaders in DPSCD will convene to review all appeals and will make a final decision, which will be rendered within 30 days of the submission of an appeal. An individual must submit an appeal through the appeals process and receive denial of appeal before enforcing this Article through the grievance and arbitration procedure.

ARBITRAL REMEDIES

Only the terms and provisions in this article and its sections are enforceable through the grievance arbitration procedure of this Agreement. A dispute solely over an individual's rating is not subject to the grievance procedures, except as otherwise provided in MCL 380.1249. Following a finding that the District has failed to comply with the terms of the evaluation process that impacted the bargaining unit member's evaluation rating, an arbitrator may grant any remedy which is appropriate to the violation and any adverse effects therefrom, including but not limited to declaratory or cease-and-desist relief, expungement of an evaluation and/or any of the summaries, and any other make-whole relief.

-end of proposal-

DPSCD Initials: 185

Union Initials: 185

TA'D Date: 6-25-24

The Detroit Public Schools Community District ("DPSCD")
and
The Detroit Federation of Teachers ("DFT")

Article Seventeen
Personnel Files, Evaluation and Discipline

E. Discipline or Discharge

1. No bargaining unit member shall be discharged or disciplined unjustly. There shall be no appeal beyond Step Two for discharge or discipline for bargaining unit members in their first year of service.

2. Teachers

If a teacher elects to challenge the District's decision to discharge, demote, or otherwise discipline or reduce pay at the Teacher Tenure Commission, any grievances related to such discipline shall be held in abeyance - and the time limits of the grievance arbitration procedures shall be suspended - pending the final decision of the Teacher Tenure Commission and any appeals therefrom.

3. Notification

An employee will be afforded at least twenty four (24) hours' written notice by district email prior to any investigatory interview with an administrator or Employee Relations. An employee has a right to request Union representation during such an investigatory interview or any other meeting related to their discipline.

F. Administrative Leave and The Employee Transition Center [New Section]

1. Due Process

In the event that a bargaining unit member is placed on any form of immediate suspension or administrative leave, including leave at the Employee Transition Center (ETC), while the District investigates allegations against the bargaining unit member, the member will be entitled to written notice by district email of the charges known at the time upon placement. The District reserves the right to add additional charges as they become known during the course of the investigation.

The member will be entitled to an investigatory interview, with the right to Union representation, and to confront the allegations and evidence, as soon as reasonably possible. The District will endeavor to hold such interviews within thirty (30) calendar days of placing the employee on administrative leave. Should the thirty (30) day timeline not be feasible, the District will notice the employee and Union in writing by email with the reason and provide an expected timeline for when the interview will occur. An interview must occur within 60 days of placing the employee on administrative leave. The District will provide the member and the Union with a copy of all documents, video, audio, or other relevant materials relating to the allegations against the member at least five (5) calendar days prior to the interview.

Bargaining unit members shall not destroy or tamper with documentation or attempt to influence witnesses related to the investigation—such behavior shall lead to additional discipline up to and including termination.

Bargaining unit members with pending misdemeanor or felony charge and/or convictions shall be placed on administrative leave, including unpaid leave, in accordance with state law and current Board policy and any consideration for discipline or discharge against the employee may be held in abeyance until such criminal matters are resolved.

Following a bargaining unit member's return from administrative leave, and upon request from the employee or Union, the District will conduct a review to determine if any loss of compensation or benefits are due to the employee, in accordance with this Agreement and any associated Letters of Agreement.

2. Decision

The District will endeavor to render a final a decision within thirty (30) calendar days. Should the 30 calendar day timeline not be feasible, the District will notice the employee and Union in writing by email with the reason and provide an expected timeline for when the decision is expected to occur. The decision may be grieved starting at Step 2 level of the grievance arbitration of this Agreement.

The parties agree that absent extraordinary circumstances, such as but not limited to involvement of the criminal justice system, the procedure outlined above is intended to conclude within 120 calendar days. In the event that the procedure is not expected to conclude within 120 calendar days, the District will notify the employee and the Union in writing with the reason and provide an expected timeline for when the interview will occur

DPSCD Initials: LBS
Union Initials: AMW
TA'D Date: 6-25-24

**Detroit Public Schools Community District (DPSCD)
and
Detroit Federation of Teachers (DFT)**

Article Twenty-Four - Support Staff

A. General

All members not subject to the Teacher Tenure Act shall serve a 1 year probationary period during which time the member can be terminated with or without cause and with or without notice. The Union shall have no right to grieve the termination.

B. Counselors

1. Lunch Period

Counselors will have a duty-free lunch period equal to the time of the lunch period for teachers in the same building. In each building, lunch periods for counselors shall be scheduled to ensure maximum available counseling service to students throughout lunch times.

2. Summer School Assignments

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

3. Discipline of Students

Counselors never deliver discipline. When, in the opinion of the counselor, his/her dissemination of a discipline decision will destroy or seriously impair the counselor-counselee relationship, the counselor will so inform the principal or his/her designee and request the principal or his/her designee to disseminate the discipline decision.

4. Work Beyond School Year

Counselors directed in writing by the district to work in school before the first day of the school year, or after the last day of the school year, shall be paid at their daily rate of pay. The requirement of a written directive does not apply when all counselors are scheduled to work before the first day or after the last day.

High School Counselors may choose to work - five (5) additional days after the last week of school and/or five (5) additional days before the first week for staff for the sole purpose of individual student schedules, transcripts, and record keeping and if approved shall be compensated at their daily rate of pay for each day worked.

C. Academic Interventionists, College Transition Advisors and Special Instructors

Academic interventionists, college transition advisors, and special instructors are salaried

employees and entitled to all contractual benefits experienced by other salaried bargaining unit members.

D. Health and Physical Education Teachers

CPR and Life Saving Certificates - All health and physical education teachers shall possess a valid/current CPR Certificate on file in Human Resource in the Office of Certification/Employee Records by the beginning of the second semester.

All health and physical education teachers newly assigned/transferred to a school where there is a swimming pool must have and maintain a valid/ current Lifesaving Certificate on file in the Office of Certification/Employee Records, located in Human Resources.

The district will allow health and physical education teachers to secure and maintain CPR certificates. The district will provide the opportunity for health and physical education teachers assigned to a school with a pool to secure and maintain the Lifesaving certificates.

E. JROTC Instructors

1. Duties

JROTC instructors and assistants shall assume those duties assigned by the principal which are not in conflict with site accreditation requirements and North Central regulations in addition to the responsibilities related to their sphere of instruction (military materials-uniforms-etc.)

2. Supervision and Evaluation

The Director of Army Instruction shall supervise and evaluate all JROTC personnel according to criteria formulated in Military directives and regulations as set forth by the Department of the Army, the U.S. Training and Doctrine Command, Fort VA (Veterans Affairs) Monroe, VA and Headquarters Second ROTC Region, Fort Knox, KY. It is recognized, however, that the JROTC program is part of the total teaching program within the schools and that the school administrator shall have the responsibility for the supervision and evaluation of the JROTC instructor's performance as it relates to his or her effectiveness in the local school setting. It is desirable that the school administrator and the Director of Army Instruction consult on evaluations of all JROTC instructors. Copies of evaluations shall be made available to JROTC instructors. Requirements and standards mutually acceptable to the U.S. Army and the District must be maintained.

3. Salaries

JROTC Instructors and Assistant Instructors shall be paid in accordance with the JROTC Instructors and Assistant Instructors salary scale, or the Junior Reserve Officers Training Corps Standardized Instructor Pay Scale (JSIPS) – Minimum Scale Determination, whichever is greater. There shall be no additional compensation for degrees or military training. An explanation of JSIPS follows.

The District's JROTC Program is taught by retired officers, warrant officers and noncommissioned officers who are determined by the United States Department of Defense Cadet Command to meet the requirements of Army Regulation 145-2 and other requirements related thereto. Schools employing JROTC instructional staff must pay at least JSIPS minimum pay scale determination instructor salary as required by such Regulation. JSIPS – Minimum Pay Scale Determination is determined by the Defense Finance and Accounting Service (DFAS), which oversees payments to Department of Defense retirees working as JROTC instructional staff. JSIPS – Minimum Pay

Scale Determination is adjusted at least annually and is effective January 1 of each year. The district must pay JROTC instructional staff a salary no less than each JROTC's staff member's individual JSIPS Minimum. In some situations, a JROTC staff member may have his/her salary changed effective January 1 to ensure the district is paying the new JSIPS Minimum as determined by DFAS for a JROTC staff member.

Upon hire, JROTC Instructors and Assistant Instructors shall be placed at the step closest to, but not lower than, their JSIPS Minimum Pay. Current JROTC Instructors and Assistant Instructors shall be placed on the step of the DPSCD (Detroit Public School Community District) DFT (Detroit Federation of Teachers) (Detroit Federation of Teachers) JROTC Instructor salary schedule in accordance with their years of service with the Detroit Public Schools and/or the Detroit Public Schools Community District. Also, current JROTC Instructors and Assistant Instructors shall not suffer a reduction in their current pay pursuant to this agreement - e.g., when placed on the new salary schedule. If the new JSIPS Minimum Pay as determined by DFAS increases an instructor's current salary, the instructor will be placed on the DPSCD JROTC Salary Schedule close to, but not lower than the JSIPS Minimum Pay for that instructor. Thereafter, JROTC Instructors and Assistant Instructors will annually advance on the steps of the JROTC Instructors and Assistant Instructors salary schedule if and to the extent that Classroom Teachers advance on the steps of the Salary Schedule. JROTC Instructors and Assistant Instructors will also receive salary raises as much as other Classroom Teachers receive.

If a JROTC Instructor or Assistant Instructor has a JSIPS Minimum Pay rate which exceeds the salary indicated for him or her on the DPSCD DFT Salary Schedule, the District will pay the Instructor or Assistant Instructor at his or her JSIPS Minimum pay rate and not more than the JSIPS Minimum Pay rate.

Supplemental JROTC instruction or service outside regular school hours or days, such as drill team or summer school activities, will be compensated by the district so long as the activity has been assigned or approved as part of the JROTC program and approved by the Superintendent or his or her designee, along with the compensation to be paid. Those Instructors and Assistant Instructors assigned to JROTC summer camp shall be paid on a per diem salary basis with the understanding that each summer camp assignment lasts for a period ranging from seven and nine days. JROTC Instructors and Assistant Instructors shall be entitled to compensation for supplemental, co-curricular, or other work, such as stipends for athletics coaching and band activities, on the terms set forth for the overall DFT bargaining unit. 2023-2024 DPSCD DFT JROTC Salary Schedule.

F. Psychologists

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

Each psychologist will be responsible for no more than 36 evaluations/revaluations/IEP/written reports per card marking. If a psychologist completes more than 36 evaluations/revaluations/IEP/written reports each card marking, the psychologist will be entitled to the oversized caseload stipend.

G. Registered Nurses

1. Schedule

Registered nurses will continue their former schedule of working hours to be present whenever

the children are present, accomplish their workload, and continue to make home calls.

2. Salary Information

Non-degreed nurses are paid on Steps 1-4 of the B.A. salary schedule.

Experience and credit shall be granted on the salary schedule for hospital and industrial clinic experience.

3. Outreach Nurses

Registered Nurses appointed to Outreach Nursing shall have all current duties of a Registered Nurse, plus the following job responsibilities:

- Act as a nurse case manager for assigned cohort schools.
- Disseminate Epi-pen auto injectors per state law mandate to all DPSCD schools along with Epi-pen training for School Health Teams.
- Waste management surveillance and infection control for blood borne pathogens per District policy with contracted vendor.
- Develops and implements health care plans and other required health care documentation and forms for agency staff.
- Creates and modifies Employee Online Training course(s) to keep abreast with the changes in the delivery of school health services.
- Provides ongoing training, supervising, and surveillance of School Health Team members after validation of school health skills at assigned DPSCD schools.
- Reviews the documentation log of students assessed, evaluated, and treated during the school day.
- Manages communicable diseases, ensuring follow-up and documentation to the local health department.
- Monitors, assists agency and DPSCD staff with immunization compliance in accordance with State of Michigan requirements in assigned

H. Social Workers and ESE (Exceptional Student Education) School Social Workers

When there is an assignment change for a school social worker, enough time will be allowed for them to close with their students, school staff and to complete records.

The District and the Union recognize the importance of keeping a social worker's caseload to 40 or less cases.

I. Speech and Language Pathologists

Speech and language pathologists hold a master's degree in Speech and Language Pathology and Certificate of Clinical Competency in Speech, but do not hold a teaching certificate.

Subject to the District's budgetary constraints, all Speech Language Pathologists, Teachers of Speech and Language Impaired, and Audiologists shall be eligible for access to ASHA approved/sponsored conferences, workshops, and seminars which include but are not limited to:

1. American Speech and Hearing Conference, (ASHA)
2. Michigan Speech-Language Hearing Association Conference, (MSHA)
3. National Black Association of Speech-Language and Hearing, (NBASLH)
4. Ohio Speech-Language Hearing Association Conference, (OSLHA)

5. ANY other ASHA or MDE (Michigan Department of Education) approved opportunities to obtain Continuing Education Unit's (CEU's) or State Continuing Education Clock Hours (SCECH's) for those who hold and maintain Teacher of Speech & Language Impairment certificates.

In the event the District does not have funds for a workshop noted above but the employee is willing to pay for such workshop, and the employee's supervisor approves in writing the employee's attendance at such workshop based upon considerations of student and staffing needed to service students as well as enhancing employee skills relative to student achievement, the employee shall be allowed to attend such workshop without a loss of pay. It is further understood that where the workshop at issue is one which the employee needs to maintain his/her licensing, the employee will be permitted to attend the workshop at his/her cost, absent extraordinary circumstances. Based on staffing needs to service students, leave to attend these workshops will be considered for approval.

Speech and Language Pathologists and Teachers of Speech Language caseloads will not exceed 60 students. The district will make every effort to maintain caseloads of 60 students. When caseloads and Medicaid billing exceed 60 students, each therapist shall be entitled to an oversized caseload stipend.

J. Audiologists

Audiologists hold a master's degree in Audiology and the Certificate of Clinical Competency in Audiology but not a teaching certificate.

K. Librarians/Media Specialists

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

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

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

L. Assistant Attendance Officers and Attendance Agents/Officers

1. Placement

a. Completion of Degree

Each assistant attendance officer who submits evidence to Human Resources of having earned a B.A. degree and who successfully completes the regular personnel interviewing process shall be placed on the attendance agent eligibility list.

2. Seniority

Assistant attendance officers assigned to regular positions in the unit shall be considered probationary employees for the first sixty (60) calendar days. When an employee has satisfactorily completed the probationary period, he/she shall be entered on the seniority list

of the unit and shall rank, for seniority purposes, from the effective date of his/her appointment.

3. Notice of Layoff

An assistant attendance officer will receive a two (2) week notice prior to the closure of his/her position at a given school. In emergency situations beyond the control of the district, except in emergency weather conditions, assistant attendance officers will receive at least two (2) calendar days' notice of lay-off.

M. Student Teachers

Student teachers may be used as substitutes for their sponsoring teachers only in accordance with provisions made by the State Board of Education. This provision shall not limit the right of a student teacher to substitute if the student teacher is otherwise qualified to substitute by a Special Permit issued by the State Board of Education.

N. Music and Academic Coaches Pay

1. Interscholastic Athletic Program

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

Teachers in both the girls' and boys' interscholastic athletic programs are obligated to coach at least one (1) sport each semester (two [2] sports per year) if requested to do so, except that teachers of after-school modern dance classes shall not be obligated to coach more than one (1) sport per year. The latter coaching assignment shall occur when mutually satisfactory to the parties. Whenever there is a shortage of coaching staff in a particular school, other interested and qualified bargaining unit members shall be employed as coaches. When it is determined that coaching assignments cannot be filled by bargaining unit members on the school staff, individuals may be selected from the following groups, listed in order of priority:

- a. Other District bargaining unit members except OSAS bargaining unit members from the school staff.
- b. Other Union members from other schools.
- c. Other District bargaining unit members except OSAS bargaining unit members from other schools.
- d. Non-District employees from an eligibility pool established from individuals who meet the following requirements:
 - i. Have completed regular District requirements for physical examination, finger printing, TB testing, etc.; and
 - ii. Have completed the MHSAA "PACE" (Program for Athletic Coaches Education) training.

2. Music Education

All band directors, orchestra directors and choir directors with performing groups will be paid the applicable extracurricular program rate, subject to the following qualifications:

- a. Such teachers must perform at least six outside performances per school year except for winter and spring concerts.
- b. Outside engagement forms must be approved by the music supervisor.

3. Dance Teachers

If there are 1-2 dance teachers in a school with a performing group, they will be paid the applicable extracurricular rate, subject to the following criteria:

- a. Must have at least eighteen (18) hours of dance credit from an accredited college or university.
- b. Must maintain a performance group of a minimum of ten (10) dancers.
- c. Must program a minimum of six (6) approved out-of-school performances, not including winter and spring concerts.
- d. Must participate in at least one (1) city-wide dance calendar event.

4. Teachers of Academic Games

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

- a. Paid positions will be assigned to each school based on its enrollment.

Enrollment	Paid Position
0-500	1.0
501-1000	2.0
1,001 -Up	3.0

- b. It is agreed that if more coaches participate than there are paid positions assigned to the school, the stipend(s) will be shared equally.
- c. The stipend will be the applicable extracurricular program rate and will be paid at the end of the school year.

P. Physical and Occupational Therapists

PT/OT student contact time shall not exceed 45 students assigned to their caseload.

Protocol for Medically Fragile Students

Students identified as medically fragile shall be referred to all necessary clinical support staff, which includes the school nurse, the outreach nurse, and the School Health Team.

Duty Free Lunch

Support staff or ancillary staff are entitled to a duty free lunch period equal to the time of the lunch period for teachers in the same building.

Summer School Period

The Summer School period shall be extended to ancillary staff for scheduling, ESE (Exceptional Student Education) testing, and compensatory education services at the District's discretion and based upon available funding.

DPSCD Initials: LBS
Union Initials: SMW
TA'D Date: 6-25-24

The Detroit Public Schools Community District ("DISTRICT")
and
The Detroit Federation of Teachers ("DFT")

Respectful Working Environment cont.

Respectful Working Environment cont.'

Creating a respectful working environment for all students and staff is vital for fostering a positive and productive educational experience. It ensures that everyone's physical, emotional, and professional needs are met, which enhances overall well-being, supports academic and personal growth, and promotes a sense of safety and inclusion. By prioritizing respect and support within the school community, we lay the groundwork for lifelong healthy habits, mutual respect, and a thriving, collaborative atmosphere conducive to success.

Recess

The District shall provide daily opportunities for unstructured physical activity, commonly referred to as recess, for all students in Pre-K through grade eight, for at least 30 minutes. Recess should be in addition to physical education class time and not be a substitute for physical education. Each school shall provide proper equipment and a safe area designated for supervised recess in the elementary setting. School staff should not withhold participation in recess from students or cancel recess to make up for missed instructional time.

Inclement Weather

In cases of inclement weather, schools should have protocols in place to ensure student safety while still providing opportunities for physical activity and movement.

Scheduling Options

Schools have flexibility in determining the scheduling of recess within the daily timetable, considering the needs and preferences of their students and staff.

Restroom Access

Bathroom access is an employee health and safety issue. The district shall provide at least one restroom labeled as "Family Restroom." The Family Restroom model shall have gender neutral lavatory fixtures.

Nursing Mothers

The Pregnant Workers Fairness Act requires covered employers to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship.

The district shall provide reasonable break time and a private place, other than a bathroom, for employees to express breast milk for their nursing child for at least one year after the child's birth. The aforementioned break time and private place will be provided each time such an employee has need to express milk at work. The aforementioned private space will include an electrical outlet, a flat surface, a locking door from the inside, covered windows, in a secure location.

Letter of Agreement
between
The Detroit Public Schools Community District (“DISTRICT”)
and
The Detroit Federation of Teachers (“DFT”)

DUES DEDUCTION VIA PAYROLL

This Letter of Agreement by and between the Detroit Public Schools Community District (“District” or “Employer”) and the Detroit Federation of Teachers (“DFT” or “Union”) (collectively “the parties”) supplements and further effectuates the parties’ current collective bargaining agreement which provides in Article 1, Section C, for payroll deduction of Union dues and fees upon a change in law so authorizing such deduction (Public Act No 114 of 2023 – effective February 13, 2024). This Letter of Agreement will become effective upon execution by both parties and the District will begin implementation of this Letter of Agreement starting 60 days after agreement.

1. Payroll Deduction of Union Dues.

- a. On a quarterly basis the Union shall provide the Employer with a list of all employees who are members of the Union and wish to have dues deducted. At such time the Union shall also notify the Employer of the amount of dues to be deducted. The Union may also on a quarterly basis modify the amount of dues to be deducted so long as the Union provides written or electronic notice to the Employer of the new amount.
- b. Upon receipt of such information from the Union, the Employer will deduct the indicated amount of dues from the biweekly pay of each Union member. The Employer will make these deductions over the course of the 22-weeks pay schedule, regardless of whether a member receives their salary on the 26-weeks pay schedule. Monies so deducted will be transmitted electronically to the Union’s bank account, as designated by the Union, no later than fourteen (14) business days following each deduction.
- c. A data file documenting each deduction will be transmitted to the Union in Excel or another mutually agreeable electronic format no later than 14 business days following each biweekly payroll deduction. The data file will include the amounts deducted, the date of the deduction, and the full name and Employee ID/ File number of the Union Dues Deduction Members from whose compensation the deductions were made.

The District and union will agree upon a data file format that will be submitted through a

secure process.

2. **Change of Union Dues Deduction Member Status.** To withdraw their authorization of membership dues deduction, an Employee must notify the Union in writing that they wish to withdraw from membership and remove their authorization of dues deduction. Payroll deduction of dues will cease as soon as practicable after the District receives quarterly notice from the Union that the member wishes to end membership.
3. **Current agreement.** The parties agree and acknowledge that the Employer's costs of administration of this Letter of Agreement have been considered by the parties in their collective bargaining agreement pursuant to Article 1, Section C of said agreement. If any provision of this Letter of Agreement is declared invalid under federal or state law by a court of competent jurisdiction, administrative agency, or regulatory ruling, then said provision shall be negotiated and modified by the parties to comply with the requirements of said federal or state law.
4. **Indemnification.** The Union agrees to defend, indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or other form of liability, the Employer shall give written notice of such action to the Union within seven (7) calendar days of the Employer's receipt of such claim, suit, or other form of liability. As a necessary prerequisite and as a continuing condition to such defense and indemnification, the Employer agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, producing witnesses, and providing information and documents promptly upon request. The Union's defense and indemnification obligations do not extend to acts of negligence, gross negligence, or intentional malfeasance committed by the Employer's employees, agents, or representatives.
5. Members have the option whether to pay dues via payroll deduction or pay dues directly to the Union.
6. This Letter of Agreement is part of the parties' collective bargaining agreement as fully set forth herein and will be expressly incorporated into the parties' next collective bargaining agreement after June 30, 2024. Any disputes relating to the interpretation or application of this Letter of Agreement will be presented, processed, and resolved in the grievance arbitration procedure of the parties' collective bargaining agreement.

For the Union:

Jason A. Posey
Signature

For the District:



Signature

Signature

6/26/24
Date

Date

Signature

6/25/2024
Date

Date

Approved:

Lakia Wilson-Lumpkins
Lakia Wilson-Lumpkins, DFT President

Approved:

Nikolai Vitti
Nikolai Vitti, Ed.D., General Superintendent

**Letter of Agreement
between
The Detroit Public Schools Community District ("DISTRICT")
and
The Detroit Federation of Teachers ("DFT")**

TRAINING AND SUPPORT COORDINATORS

The classification of Training and Support Coordinator shall be a 46-week position and included in the DFT bargaining unit. Training and Support Coordinators shall work the regular school year calendar plus an additional thirty-five (35) days.

The TSC assigned/hired prior to July 1, 2024 shall be placed at the top step of the teacher salary schedule and paid on the 26-pay schedule. TSC with a hire date on or after July 1, 2024 shall be placed on the step of the teacher salary schedule that is based on their years of creditable service and according to the degree held. All TSC shall be paid on the 26 pay schedule. Compensation for the 35 days of service beyond the regular school year calendar shall be paid at the TSC's daily rate for the degree/step on the salary schedule.

The TSC shall receive a \$5,000 annual stipend paid as a lump sum at the end of the fiscal year. In cases where the employee does not complete a full year of service, the annual stipend shall be prorated for less than a full year of service.

The TSC shall work an 8-hour day; inclusive of a one-hour duty-free lunch period.

The TSC shall receive 2 additional sick days per year beyond what teachers receive, and be allowed to take up to 5 personal business days each academic year.

The TSC shall have the same holiday and break periods that are collectively bargained for all DFT bargaining unit members. Additionally, beginning the first Monday following the close of the school year shall be established as a non-paid break period. The work calendar for TSCs will begin following their ten (10) day non-paid break at the close of the school year (dates will be posted on the District calendar.)

The TSC shall have the opportunity to earn a minimum of 24 State Continuing Education Clock Hours (SCECH) relevant to their subject area and best practices as workshop facilitators and curriculum support per year.

By their signatures below, the Parties' representatives agree as set forth herein.

This agreement shall be part of the parties' CBA, including but not limited to purposes of enforcement or subsequent modification or termination.

Therefore, by the representatives' signatures below, the parties agree to the terms of the LOA as outlined above.

For the Union:

Jason A. Posey
Signature

Signature
6/26/24
Date

For the District:

[Signature]
Signature

Signature
6/25/2024
Date

Approved: Lakia Wilson-Lumpkins
Lakia Wilson-Lumpkins, DFT President

Approved: [Signature]
Nikolai Vitti, Ed.D., General Superintendent

**Letter of Agreement
between
The Detroit Public Schools Community District (“DISTRICT”)
and
The Detroit Federation of Teachers (“DFT”)**

TEACHER LEADER

This document is a Letter of Agreement (the “LOA” or “Agreement”) between Detroit Federation of Teachers, AFT Local 231 (“DFT”) and Detroit Public Schools Community District (the “District”).

WHEREAS, both the DFT and the District desire to improve instruction in Detroit Public Schools Community District schools; and

WHEREAS both the DFT and the District desire to leverage the talent and determination of its teachers and help teachers emerge as deeply trained and empowered instructional leaders; and

WHEREAS, both the DFT and the District wish to continue the Master Teacher role to allow outstanding teachers to remain in the classrooms while developing their skills as leaders in a joint effort to elevate the highest performing teachers and increase the performance of all teachers; and

WHEREAS, the DFT and the District (collectively the “parties”) by their representatives’ signatures below, are entering into this Agreement to modify the parties’ Collective Bargaining Agreement (“CBA”) to modify the existing position titled “Master Teacher (0251, AMTR)” to a position titled “Teacher Leader.”

Therefore, the parties agree as follows:

1. Term

The term of this Agreement will begin on the execution date of this Agreement and will continue with the parties’ CBA thereafter.

2. Teacher Leader Position - DFT

The position of Teacher Leader will remain part of the DFT bargaining unit.

3. Teacher Leader Position - Description

The Teacher Leader is an exceptional practitioner who leads from the classroom and cultivates his/her peers’ ability to deliver excellent instruction and increase student achievement. Teacher Leaders are not administrators, nor do they take on administrative roles.

The goal of a Teacher Leader is to improve a team of teachers’ abilities to effectively plan for and deliver high-quality instruction in pursuit of better outcomes for students. By creating distributive

leadership structures in schools, Teacher Leaders – in collaboration with school leaders – will increase opportunities for feedback and growth to drive increased student achievement, while building their own capacity as leaders.

Teacher Leader roles will be available in literacy and mathematics for grades K-12. A literacy Teacher Leader will teach reading and social studies. A mathematics Teacher Leader will teach mathematics and science at K-5 level.

4. Teacher Leader Position – Eligibility & Minimum Qualifications

Eligibility

For the first round of applicants, only current DPSCD employees may apply. After the first round, the process will be open to outside applicants who meet the criteria.

Minimum Qualifications

To be considered for the position of Teacher Leader, a DFT bargaining unit member must possess the following minimum qualifications:

- a. Bachelor's degree
- b. At least three (3) years of teaching experience
- c. Valid state certification in the supported subject area
- d. 'Highly Effective' or 'Effective' evaluation ratings (or equivalent) in each of the last three (3) school years

Application

Candidates must submit: (i) a detailed lesson plan and aligned student work; (ii) a statement of interest; (iii) resume; and (iv) a formal letter of recommendation from an administrator or peer at his/her school ("Application Materials").

Selection

A candidate's Application Materials will be reviewed by a selection committee comprised of senior District leaders, principals and DFT representatives. Following this review, selected candidates will be placed into an eligibility pool for hire by a school. At the school level, principals will convene a selection committee to interview Teacher Leader candidates ("School Selection Committee"). The School Selection Committee will consist of the school principal, other members of the school's administrative team and no fewer than two (2) teachers.

6. Teacher Leader Position – Renewal Process

A Teacher Leader's term is for the academic year in which s/he is placed at a school.

A term can only be renewed upon approval of the District with recommendation from the school principal. If a Teacher Leader's renewal is not recommended by the principal at the school where

s/he was placed as a Teacher Leader, and the Teacher Leader wishes to continue as a Teacher Leader, s/he will be required to go back thru the application, selection and placement process described in Paragraph 5.

7. Teacher Leader Position – Placement and Duties

For a portion of the school day, a Teacher Leader will teach students to model best practices and generate useful materials for their school and the District, such as exemplary lessons and student work samples. In addition, a Teacher Leader will provide a range of support to his/her peers, including but not limited to: (i) leading non-evaluative one-on-one observation and coaching to teachers assigned for support, used solely for the purpose of instructional improvement (ii) facilitating collaborative time; (iii) facilitating co-planning with small teams; (iv) mentoring new or student teachers, i.e., teachers with three years or less experience; (v) provide professional development during staff meetings; and/or (vi) modeling lessons and/or best practices in other teachers' classrooms. The Teacher Leader's role is one of support, assistance, and modeling. In no event shall a Teacher Leader perform supervisory duties with respect to his/her peers. The responsibilities outlined in items i – vi will be conducted during available preparation and/or release periods assigned by the building Principal, or outside of the regular school day. Such responsibilities outside of the regular school day shall not exceed 5 hours per week. At least 180 minutes of additional support and preparation time will be provided on a monthly basis through Teacher Leader meetings during regular school day hours.

A Teacher Leader will be required to participate in, and attend, district-led professional development to support their professional growth and the implementation of district-wide initiatives. This professional development will include mandatory Teacher Leader events scheduled outside of the regular school year or regular day hours, such as: (i) an annual summer professional development institute that will not exceed five (5) days in length and that will take place one week after the conclusion of summer school or one week before the start of the school year for teachers; and (ii) monthly school-year sessions not to exceed 10 hours per month.

In consultation and arrangement with the school principal, a Teacher Leader may be relieved of teaching duties and provided additional preparation periods in order to facilitate the performance of Teacher Leader duties. At a minimum, a Teacher Leader must remain as a teacher of record or co-teacher for at least one (1) class/section of students for the purposes of modeling effective teaching strategies with teachers and students to support best practices in literacy, and for the purpose of evaluating the Teacher Leader. It is understood that the Teacher Leader will not be involved in evaluating bargaining unit teachers.

8. Transfers

Teacher Leaders agree not to seek voluntary transfer during the school year.

9. District Discretion

The parties hereby agree that the District shall have the sole discretion to make the determinations as to a DFT bargaining unit member's eligibility to serve as a Teacher Leader, based upon the language set forth herein and the District's understanding thereof.

Further, the parties agree that the District has sole discretion to determine if a Teacher Leader's term is renewed or continued. If the Teacher Leader's term is not renewed or continued, then s/he will become a classroom teacher (0250, A030) and will cease to receive the Teacher Leader stipend consistent with the terms of Paragraph 11 below.

10. Salary

A Teacher Leader will be compensated pursuant to the Salary Schedules included in the CBA.

11. Stipend

A Teacher Leader will receive an annual stipend of Five Thousand Dollars and 00/100 (\$5,000.00) ("Stipend") in addition to his/her regular salary. The Stipend will be paid in equal disbursements over the 39-week payment schedule used for DFT members. To receive the stipend, Teacher Leaders will minimally provide direct, in-person coaching, and support services as delineated in weekly Teacher Leader coaching logs as described in Section 7.

A Teacher Leader will only receive disbursement of the Stipend for the time period s/he works as a Teacher Leader on a pro-rated basis. For example, if a DFT bargaining unit member is appointed as a Teacher Leader for the school year but only participates in the program from August until February, the teacher will be paid the Stipend for that specific period and will not receive Stipend payments in the remaining months of the school year.

Additionally, if a Teacher Leader is not appointed until after the start of a school year, then s/he will receive a pro-rated Stipend beginning on the date of appointment. For example, if a Teacher Leader is appointed in December 1 of each school year, s/he will receive a proration of the Stipend beginning December 1 and through the remainder of that school year.

12. Log of Work Performed

To receive Stipend payments, a Teacher Leader must submit a log of activity detailing all activities and services performed during the applicable pay period ("Log").

The Log must minimally include: (i) Teacher Leader name; (ii) the name of school at which services were rendered; (iii) dates of activities/services; (iv) the time frame when activities/services took place (i.e., hours, minutes, etc.); (v) a description of the activities and services rendered; (vi) the area of support provided (i.e., English Language Arts, Mathematics, etc.); (vii) name of teacher that the Teacher Leader worked with, if applicable; and (viii) any next steps or follow up work that will occur. Also, the Log must be approved by the Teacher Leader's supervisor and bear the Teacher Leader's supervisor's original signature.

The validity, interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. Governing Law

The validity, interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of Michigan.

THEREFORE, by the representatives' signatures below, the parties agree to the terms of the LOA as outlined above.

For the Union:



Signature

Signature
6/26/24

Date

For the District:




Signature

Signature
6/25/2024

Date

Approved: 

Lokia Wilson-Lumpkins, DFT President

Approved: 

Nikolai Vitti, Ed.D., General Superintendent

Letter of Agreement
between
The Detroit Public Schools Community District ("DISTRICT")
and
The Detroit Federation of Teachers ("DFT")

**SCIENCE or SOCIAL STUDIES LEAD TEACHER
2024-2025 and 2025-2026**

By the representatives' signatures below, the parties agree to establish responsibilities for the additional, voluntary position in the DFT Bargaining Unit of "Science or Social Studies Lead Teacher".

1.0 STIPEND

DPSCD shall offer a \$2,000 stipend to Science or Social Studies Lead Teachers during the 2024-2025 and 2025-26 academic school year only.

2.0 ELIGIBILITY

The *Science or Social Studies Lead Teacher* is a volunteer position within the teacher's respective building that is approved by the building principal/Lead Administrator. There shall be a maximum of one Science Lead and one Social Studies Lead allocation per building.

The **Science or Social Studies Lead Teacher** must be able to work collaboratively with the building administration, staff, and C&I central office staff. This is a leadership role that requires leadership characteristics such as: timeliness, collaboration, ability to problem solve, and a willingness to develop professionally.

Science or Social Studies Lead Teachers must be certified or endorsed in Science or Social Studies. Science or Social Studies Lead Teachers must possess strong written, spoken, and interpersonal communication skills.

3.0 RESPONSIBILITIES

Lead Teachers in science and social studies will prioritize enhancing and supporting science and social studies curriculum and instruction, through the duties as specified below:

1. Create a collaborative culture through an established Monthly Professional Learning Community (PLC) where the focus is on standards mastery and student work analysis. Work with the designated content department to create a yearly scope and sequence for the PLC by October 1.
2. Serve as a resource providing information to school colleagues communicating Look For, Sprint data, instructional goals, and other important information as outlined in the yearly kickoff meeting or as communicated by the science or social studies department.
3. Apprise Science or Social Studies department staff of needs within the building.

4. Attend all professional developments as assigned, including yearly kickoff in August and monthly Lead Teacher Meetings.
5. Support and champion content extracurricular programming offered in the lead teacher's building.
6. Log all monthly activities via the Lead Teacher logging system as determined by the district.

4.0 DISTRIBUTION

- 4.1 Stipend Payment:** The Lead Teacher Stipend is to be paid in two increments of \$1,000.00 each. Incremental payments shall occur in November and June and shall be by separate pay advice.
- 4.2 Payment Eligibility:** The parties agree that the contract teacher must serve in the Science or Social Studies Lead Teacher position for the entire academic school year to be eligible for the full two (2) incremental payments, otherwise the stipend payment(s) shall be prorated.

Nothing in this letter of agreement shall operate or be construed to waive, amend, abrogate, or release from any provisions of the collective bargaining agreement between the parties. Disputes concerning interpretation, application, or enforcement of the provisions of this letter of agreement shall be subject to and resolved through final and binding arbitration.

THEREFORE, by the representatives' signatures below, the parties agree to the terms of the LOA as outlined above.

For the Union:



 Signature

 Signature
 6/26/24

 Date

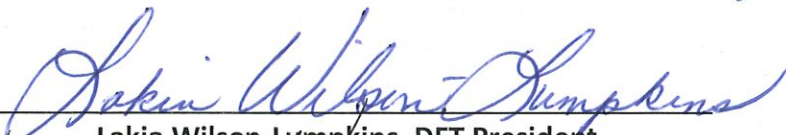
For the District:




 Signature

 Signature
 6/25/2024

 Date

Approved: 

 Lokia Wilson-Lumpkins, DFT President

Approved: 

 Nikolai Vitti, Ed.D., General Superintendent

**Letter of Agreement
between
The Detroit Public Schools Community District (“DISTRICT”)
and
The Detroit Federation of Teachers (“DFT”)**

**ANCILLARY STAFF OVERAGE SUPPLEMENTAL PAY
2024-2025 and 2025-2026**

This Letter of Agreement is between the Detroit Public Schools Community District (District) and the Detroit Federation of Teachers (Union).

The parties agree as follows:

1. The parties Letter of Agreement for the 2023-2024 school year entitled “Class Size Overage Supplemental Pay” will continue in effect for the 2024-25 and 2025-26 school years, with the understanding that overage supplemental pay shall also be provided to professional ancillary staff over the same two school years as set forth below.

2. Professional ancillary staff whose caseloads exceed the caseload size maximum as set forth below shall receive a supplemental payment of \$500 per quarter up to \$2,000 annually.

a. School Counselor caseloads will not exceed 1:550. When caseloads exceed 550 students, the counselor shall be entitled to the oversize caseload stipend.

b. Each psychologist will be responsible for no more than 36 evaluations/revaluations/IEP/written reports per card marking. If a psychologist fully completes more than 36 evaluations/revaluations/IEP/written reports each card marking, the psychologist will be entitled to the oversized caseload stipend. Completed evaluations will be defined as complete assessments, with signed reports uploaded to the IEP (Individualized Education Program) system.

c. The District and the Union recognize the importance of keeping a social worker's caseload to 40 or less cases. However, if an ESE social worker's caseload exceeds 50 cases the ESE social worker shall be entitled to an oversized caseload stipend. Additions to caseload of School Social Workers must adhere to all ESE Administrative Guidelines pertaining to caseload additions.

d. Speech and Language Pathologists and Teachers of Speech Language caseloads will not exceed 60 students. The district will make every effort to maintain caseloads of 60 students. When caseloads and Medicaid billing exceed 60 students, each therapist shall be entitled to an oversized caseload stipend.

e. Physical and Occupational Therapists' student contact time shall not exceed 45 students assigned to their caseload. When caseloads exceed Students, each therapist shall be entitled to over

caseload stipend.

3. The payment to ancillary staff shall be made quarterly. The last payment to ancillary staff) shall be made no later than July 15.

2. This Letter of Agreement shall expire on June 30, 2026.

THEREFORE, by the representatives' signatures below, the parties agree to the terms of the LOA as outlined above.


For the Union:


Signature

Signature

Date

For the District:


Signature


Signature

Date

Approved:


Lakia Wilson-Lumpkins, President
Detroit Federation of Teachers

Approved:


Nikolai P. Vitti, Ed.D, General Superintendent
Detroit Public Schools Community District

**Letter of Agreement
between
The Detroit Public Schools Community District (“DISTRICT”)
and
The Detroit Federation of Teachers (“DFT”)**

DETROIT PUBLIC MONTESSORI

The Parties recognize the importance of providing innovative learning environments to retain the current student population and to attract new students to our school district. Montessori’s time tested, state recognized instructional approach is widely recognized and valued. The Detroit Public Montessori allows Detroit families to experience an alternative learning environment that facilitates opportunities for students to explore, build, negotiate, and create utilizing the Montessori model. The Parties recognize that the success of the Detroit Public Montessori depends upon appropriate levels of training and staffing, coupled with the assistance from Parents and Guardians, District Administrators, School Leadership, Teachers, School Support Staff, Union Representatives and Community Stakeholders.

Therefore, this Letter of Agreement (“LOA”) is made by and between the Detroit Public Schools Community District (“DPSCD”) and the Detroit Federation of Teachers (“DFT”) for the purpose of establishing certain terms and working conditions governing teachers employed by the DPSCD as Detroit Public Montessori teachers.

Teachers employed by the DPSCD as a Detroit Public Montessori teacher will be bargaining unit members covered by the parties’ Collective Bargaining Agreement (“CBA”) and will be subject to the terms and conditions of employment set forth in the CBA unless specifically modified herein.

DPSCD, through its Detroit Public Montessori, will assign all certified, full-time teachers hired into the Detroit Public Montessori to a Montessori Teacher Certification Program, with the understanding and agreement that:

1. A Detroit Public Montessori teacher must be a certified teacher or teacher in an alternative certification program for the appropriate grade level and must be employed and assigned to a DPSCD Detroit Public Montessori school as a full-time teacher.
2. A teacher who has not completed or is not already enrolled in a Montessori Teacher Certification Program, must do so immediately upon hire or agreement of assignment. The teacher must successfully complete the program within three (3) years of starting the Montessori training program and agree to submit for review all certification requirements within the same three (3) year period.
3. Failure of the teacher to complete all the requirements of the Montessori Teacher Program within the period specified above will require the teacher to reimburse DPSCD for the portion of costs, tuition, and fees paid on the teacher's behalf by DPSCD. This

provision, at the discretion of the district, may be waived if the teacher applies for a 12-month extension due to extenuating circumstances.

4. Unless an involuntary transfer occurs or the DPSCD decides otherwise, the teacher will remain as a Montessori teacher with the DPSCD for a minimum of four (4) years from the start of the teacher's Montessori training program. Failure of the teacher to voluntarily remain with the DPSCD as a Montessori teacher, subject to the conditions stated above, will be required to reimburse DPSCD for the full cost of tuition and fees actually paid on the teacher's behalf by DPSCD. If a teacher is unable to complete the four years of service due to extenuating, medical, or other circumstances beyond the teacher's control, they may be excused from reimbursement at the district's discretion. Such discretion shall not be unreasonably exercised.
5. Subject to the terms of the Collective Bargaining Agreement between the parties hereto, a good faith effort shall be made to allow three (3) of the six (6) designated Professional Development ("PD") Days to be used for the purpose of Professional Development specific to Detroit Public Montessori, or comparable time frame shall be allotted. The agenda for the Detroit Public Montessori PD day shall be scheduled and determined by the Detroit Public Montessori Program.
6. A Detroit Public Montessori teacher shall receive five (5) preparation periods per week.
7. To support childcare licensing requirements, building administrators will work with Detroit Public Montessori teachers with Pre-K students in their classrooms to provide additional prep time. These teachers will be eligible for up to one full day of additional prep time quarterly in regular years and up to one day per month in childcare license renewal years, subject to substitute availability.
8. DFT bargaining unit members in the Detroit Public Montessori program who have remained in the program for five (5) school years shall receive \$4,000 stipend upon completion of the fifth year. This stipend shall be paid, in a separate pay advice, no later than June 30 of the Montessori program member's fifth school year. In the 2024-2025 and 2025-2026 school years, Montessori teachers in their sixth (6th) school year and beyond, shall receive a \$1,500 stipend no later than June 30, 2025 and June 30, 2026 in a separate pay advice.

The DPSCD agrees to pay the following cost of educational training and fees necessary to obtain a Montessori certification for a teacher, in advance, subject to the terms and conditions listed above:

1. Tuition, fees, and any other costs of necessary training and resources for Montessori teacher certification.
2. Each School Year: \$250 for classroom supplies and/or teaching materials.

3. Teacher Workshop Fee: will be the current supplemental rate for workshops. This will apply to all seminar training hours during the training year.


By their signatures below, the Parties' representatives agree as set forth herein.

This agreement shall be part of the parties' CBA, including purposes of enforcement or subsequent modification or termination.


THEREFORE, by the representatives' signatures below, the parties agree to the terms of the LOA as outlined above.

For the Union:


Signature

Signature

Date

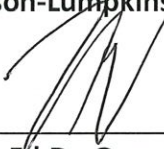
For the District:


Signature

Signature

Date

Approved: 
Lokia Wilson-Lumpkins, DFT President

Approved: 
Nikolai Vitti, Ed.D., General Superintendent

**Letter of Agreement
between
The Detroit Public Schools Community District ("DISTRICT")
and
The Detroit Federation of Teachers ("DFT")
Teacher Leader Position**

**BLENDED LEARNING
DETROIT LIONS ACADEMY CREDIT RECOVERY**

WHEREAS, the Detroit Federation of Teachers ("DFT") and the Detroit Public Schools Community District ("District") (collectively "the parties") agree that there is a need to provide virtual learning instruction services to a limited universe of students assigned to Detroit Lions Academy online, as these courses are necessary to complete courses during periods of time where in-person learning is not possible on a case-by-case basis as determined by the Code of Conduct Office and building Principal of Detroit Lions Academy; and

WHEREAS, the District's Detroit Lions Academy, an alternative school for grades 6-12, will be concurrently offering virtual classes to students removed from in-person learning, which can be implemented by teachers in accommodating students' learning needs.

THEREFORE, the parties agree as follows for the 2024-25 school year:

1. As used in this agreement, "blended learning" shall be defined as follows:

"Blended learning means a teacher providing direct instruction to one or more students who are attending to the teacher in-person/face-to-face, and the teacher simultaneously also providing the same direct instruction to one or more students who are attending to the teacher virtually, via TEAMS. It does not involve any kind of credit recovery instruction provided through a computer program."

2. DFT teachers in the following job codes -- Teachers (0250), Teacher Leader (0251), Retiree Teachers (A030) and Retiree Teacher Leaders (ATLR), and any ESE ancillary service providers described in a student's IEP -- who are assigned to Detroit Lions Academy, and who are approved by the Principal in advance to provide blended learning to one or more students assigned to online learning, and who in fact do so for a minimum of ten (10) days in a quarterly marking period, shall receive a quarterly stipend of \$500.00 (Five Hundred Dollars), regardless of the number of students that may be served on a particular day. The teacher and the principal shall agree upon a method for documenting and verifying the provision of such services during a quarter. Their agreement shall be confirmed in an email between them prior to providing services. Quarterly payments shall be made through separate pay advice no later than two weeks after the end of each academic quarter, to provide a potential total of \$2,000 annually. The teacher and principal are to mutually agree that the teacher will participate in this program prior to the teacher actually providing such services, with the understanding that if a teacher agrees to participate in this program, it may involve serving more than one student.

3. Students participating in blended learning academic performance shall not be a part of the teacher's evaluation student growth component unless they are enrolled on fall count day, spring count day, the last day of the assessment window, have valid pre and post test results, in accordance with Article 17 "Evaluations."

4. DFT bargaining unit members providing ESE ancillary services to their students participating in blended learning at Detroit Lions Academy shall be eligible to the stipends listed above, provided the Principal and unit member agree in advance via email to provide such services.

5. Nothing in this Letter of Agreement shall operate or be construed to waive, amend, abrogate, or release from any provisions of the collective bargaining agreement between the parties, including but not limited to provisions regarding class size limits or oversized class pay. Disputes concerning the interpretation, application, or enforcement of the provisions of this Letter of Agreement shall be subject to the contractual grievance procedure which may culminate in final and binding arbitration under the rules and procedures of the American Arbitration Association.

6. This LOA shall expire on June 30, 2025. The parties agree to meet and review the success of the services provided under this agreement to consider whether this agreement should be extended into the 2025-26 school year.

THEREFORE, by the representatives' signatures below, the parties agree to the terms of the LOA as outlined above.

For the Union:



Signature

Signature



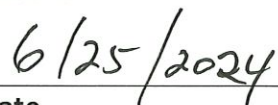
Date

For the District:



Signature

Signature




Date

Approved:



Lakia Wilson-Lumpkins, DFT President

Approved:



Nikolai Vitti, Ed.D., General Superintendent

**Letter of Agreement
between
The Detroit Public Schools Community District ("DISTRICT")
and
The Detroit Federation of Teachers ("DFT")**

THE SCHOOL AT MARYGROVE

The District and the DFT (collectively "the parties") by their representatives' signatures below, are entering into this Agreement to modify the parties' Collective Bargaining Agreement ("CBA") for the purpose of establishing certain specific terms and working conditions governing teachers who work at The School at Marygrove (TSM). Teachers employed by the Detroit Public Schools Community District ("District") at TSM will be bargaining unit members covered by the CBA, whose terms and conditions will apply except to the extent specifically modified herein.

To ensure success of TSM, it is essential that there be cooperation between the District and the DFT, which parties have agreed to accommodate necessary and specific requirements in order to support the TSM-creative teaching methods; acceleration of improved student achievement; creative scheduling; dedicated staff assigned to TSM; and/or extended school day/year.

Framework

1. This Agreement is designed to articulate the vision, mutual goals and expectations of the parties.
2. TSM, under the supervision of the DPSCD Superintendent ("Superintendent"), will have autonomy from other DPSCD departments to implement strategies consistent with this LOA and the Joint Operating Agreement ("JOA") between the District, the University of Michigan, Starfish Family Services and The Marygrove Conservancy. These autonomies will include the discretion to select, retain and renew staff for positions and determine staffing levels at TSM, flexibility of school day and term, and to establish an independent TSM Calendar. Bargaining unit members not retained or renewed at the TSM shall maintain their employment with the district and be assigned to another school.
3. The School Leadership Team shall be composed of Principal, a union designee, a community partner and a select number of parents. The parents and community partner shall be chosen by the Superintendent.
4. The School Leadership Team will provide input in determining methodologies and data tracked in accordance with the JOA and related agreements.
5. The School Leadership Team will be responsible for developing and refining school level recommendations and strategies. Notwithstanding anything to the contrary, subject to the JOA, the DPSCD Superintendent shall make the final decision regarding any recommendation or plan and shall have the option to modify such as he/she may deem appropriate.

6. Vacancies at TSM will be filled in accordance with the JOA.
7. DFT bargaining unit members assigned to work in the Marygrove School will be provided with an overview of the TSM model and expectations.
8. Involuntary transfer will follow the procedures established in the parties' collective bargaining agreement.
9. TSM shall operate subject to the following terms and conditions:
 - a. The Superintendent may determine the creation of new classifications for which positions may be posted or created for TSM after consultation with the DFT. Salaries and other employment terms and conditions for such new classifications will be negotiated in good faith between the parties.
 - b. Consistent with the JOA, the District shall have the sole discretion to select, retain and renew staff for positions and determine staffing levels at TSM. Bargaining unit members that are not retained or renewed at TSM shall maintain their employment with the district and be assigned to another school.
 - c. For the 2024-2025 and 2025-26 school years, the state mandated five days of professional development shall be scheduled consistent with the CBA or as determined by the TSM Calendar.
 - d. TSM teachers may require additional professional development requirements, including additional hours and/or workdays with workshop pay devoted to professional development. Attendance at professional development sessions above and beyond that required under the parties' collective bargaining agreement shall be compensated at the negotiated professional development rate. If a teacher assigned to TSM is not appointed until after the start of a school year, then s/he will receive a pro-rated stipend beginning on the date of appointment.
 - e. Teachers shall receive State Continuing Education Clock Hours ("SCECH") for all professional development, provided both the proposed professional development and the teacher meet the required criteria.
 - f. TSM may require increased student instruction time. In such case, the School Leadership Team will recommend to the Superintendent, who, after consultation with the DFT, shall make a final determination for additional compensation. The parties will negotiate in good faith regarding such increased student instruction time and additional compensation.
 - g. TSM Teachers may be required to work an extended school year. In the event that the school day is extended at TSM, teachers will be paid a pro-rata amount of their regular

rate for the additional time. If the number of student instruction days is extended beyond the current requirements, the teacher will receive his/her daily rate for each extra day.

- h. In order to be eligible for credit recovery under the parties CBA, (the "voluntary 1/6 period LOA") the course must be an additional assignment and in addition to at least a five-course teaching load.
- i. TSM teachers will be evaluated according to the parties' collective bargaining agreement.

The validity, interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of Michigan.

By their representatives' signatures below, the parties agree to the terms stated herein which will apply to DFT bargaining unit positions.

This LOA commences immediately upon signing by the parties and shall be part of the parties' CBA, including but not limited to purposes of enforcement or subsequent modification or termination.

For the Union:

Jason A. Poy
Signature

Signature
6/26/24
Date

For the District:

[Signature]
Signature

Signature
6/25/2024
Date

Approved: Lakia Wilson-Lumpkins
Lakia Wilson-Lumpkins, DFT President

Approved: [Signature]
Nikolai Vitti, Ed.D., General Superintendent

**Letter of Agreement
between
The Detroit Public Schools Community District (“DISTRICT”)
and
The Detroit Federation of Teachers (“DFT”)**

BILINGUAL INTERPRETER DIFFERENTIAL SUPPLEMENT

WHEREAS, the parties recognize that the maximization of currently employed bilingual personnel across the District will help bridge existing communication gaps between students, parents/guardians and District personnel. Bridging parent/guardian school communication gaps in languages spoken by the families the District serves will ensure receipt of information, in their home languages, regarding the school and their child’s academic progress,

WHEREAS, the need exists to scale Districtwide foreign language interpretation services primarily in American Sign Language, Arabic, Bengali, Burmese, Chinese, French, Hindi, Hmong, Korean, Mandarin, Spanish, Tagalog, Thai and Urdu. The District may expand to additional languages going forward,

WHEREAS, the parties recognize that the bilingual interpreter differential supplement is intended for existing job classifications that may use bilingual skills on a regular, incidental and/or occasional basis and shall not interfere with selected employees’ core job duties and responsibilities,

WHEREAS, the District seeks to provide a bilingual interpreter differential supplement to bargaining unit members who display oral language proficiency, as measured by the District, within a range of “Intermediate” to “Superior” and serve a bilingual interpreter within her/his school/worksite. All bargaining unit members that are certified by the District and receive the language skills supplement will be designated as a bilingual interpreter and will be expected to serve in this role within their respective school/worksites and/or at select Districtwide events where foreign language interpretation services may be needed,

WHEREAS, in order to ensure bargaining unit members are fluent in a second language, a language proficiency assessment shall be administered by the Office of Bilingual Education before a supplemental designation and compensation is awarded to unit members, as some unit members may be able to speak a second or third language fluently but unable to read text or vice versa. Computer based language proficiency assessments shall be administered from a District worksite and shall be employed to officially determine a unit member’s mastery of a foreign language,

WHEREAS, the District shall establish guidelines, qualifications needed, and job classifications authorized to receive additional compensation for proficiency in a foreign language,

THEREFORE, the Detroit Federation of Teachers (“DFT”) and the Detroit Public Schools Community District (“District”) (collectively “the parties”) agree as follows for the bilingual interpreter differential supplement:

1. The Office of Curriculum and Instruction (“C&I”) will oversee the bilingual proficiency examination processes and certify exam results, which will include the administration of an initial language proficiency screener to preliminarily assess foreign language proficiency. C&I will schedule interested bargaining unit members for language proficiency testing which shall be administered in-person at District designated assessment centers. C&I shall submit a personnel action including language proficiency assessment results for inclusion by the Division of Human Resources (“HR”) into employees’ personnel records.
2. Bargaining unit members who are ultimately certified by C&I shall be compensated at the rate of **\$50.00** per month, in a separate pay advice each month. Bargaining unit members certified in more than one District designated foreign language will be compensated at the rate of **\$75.00** per month, in a separate pay advice each month. If a unit member does not earn a passing score in the District designated

language proficiency assessment, she/he may test again one (1) year from the initial language proficiency assessment(s) at no financial cost to the employee. Bargaining unit members who provide translation services beyond the regular workday shall be compensated at their hourly rate.

3. Bargaining unit members receiving the bilingual pay differential supplement will be expected to serve as a bilingual interpreter, as the need arises, within their District worksites and may be requested during non-scheduled work hours at school/worksites events, as needed, for hourly compensation.
4. The bilingual pay differential supplement shall be awarded to qualified bargaining unit members on an annual basis and will be subject to an annual renewal process as determined by the Superintendent and/or his/her designees for this program.
5. The bilingual interpreter differential supplement shall be discontinued if the bargaining unit member does not perform the functions of the bilingual interpreter supplemental position.
6. The designation of job positions and employees authorized to receive the bilingual interpreter differential supplement shall remain at the sole discretion of the District and shall be based on the foreign language interpretation needs of the District. The District reserves the right to regulate the number of bilingual interpreters Districtwide by position or quantity, depending on organizational needs as approved by the Superintendent or his designee.
7. Nothing in this letter of agreement shall operate or be construed to waive, amend, abrogate, or release from any provisions of the collective bargaining agreement between the parties. Disputes concerning the interpretation, application, or enforcement of the provisions of this letter of agreement shall be subject to and resolved through final and binding expedited arbitration under the rules and procedures of the American Arbitration Association.
8. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.
9. This letter of agreement shall expire on June 30, 2026.

THEREFORE, by the representatives' signatures below, the parties agree to the terms of the LOA as outlined above.


For the Union:


Signature

Signature


Date

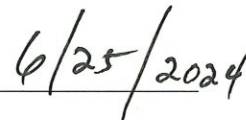
For the District:


Signature

Signature

Signature

Date


Date

Approved:


Lokia Wilson, President, Detroit Federation of Teachers

Approved:


Nikolai P. Vitti, Ed.D, General Superintendent

Letter of Agreement
Between The Detroit Public School Community District (“DPSCD”)
And
The Detroit Federation of Teachers (DFT)
Regarding The Allocation of “Literacy Lawsuit Settlement Funds”
That DPSCD has decided to use towards
DFT Bargaining Unit Members

WHEREAS, DPSCD has received \$94.4 million (literacy lawsuit settlement funds) as part of the State of Michigan’s settlement of a 2016 lawsuit alleging that the state denied the city’s schoolchildren a basic education by failing to teach them to read; and

WHEREAS, literacy lawsuit settlement funds must go toward efforts to increase reading instruction and support for students in the DPSCD; and

WHEREAS, DPSCD has sole discretion to decide how to spend literacy lawsuit settlement funds; and

WHEREAS, DPSCD is not obligated to follow or consider the Literacy Lawsuit Task Force Recommendations; and

WHEREAS, DPSCD has decided to allocate literacy lawsuit settlement funds to spend on some DFT Bargaining Unit Members; and

WHEREAS, the DPSCD is obligated to bargain over wages, hours, and other terms and conditions of employment with the DFT; and

WHEREAS, this bargaining obligation only applies to how to use settlement funds that impact wages, hours, and other terms and conditions of employment of DFT members; and

WHEREAS, the DFT does not have a broad right to bargain over how DPSCD decides to use literacy lawsuit settlement funds, or whether or not to spend literacy lawsuit settlement funds on DFT bargaining unit members;

The Parties agree that:

1. This LOA expires when literacy lawsuit settlement funds have been exhausted or June 30, 2026, whichever occurs first.
2. **Performance Pay for Literacy scores - \$5,000**
 - A. **75% Growth Classrooms:** Teachers who lead at least 75%% of their students to make one year's worth of academic growth (with the District determining in advance the assessments that will be used to measure such growth) will be eligible for a \$5000 bonus. Any student whose fall placement is outside of expected norms for summer learning loss as established by the District in advance will be excluded from this calculation to discourage intentional manipulation of student growth results. The following eligibility criteria also apply:
 1. The teacher must have been the teacher of record for a core ELA or math class in a tested grade the entire school year.
 2. At least ten students must have been enrolled in the teacher's class for the full school year, and they must have completed both the fall and spring i-Ready assessments;
 3. 75% of students on the teacher's roster must have met or exceeded their typical growth score as established by the District, and
 4. The teacher must be actively employed when the bonus is paid out after count day the following school year.
 - B. **60% Growth Classrooms:** Teachers who lead at least **60%** of their students to meet their stretch growth target (with the Principal approving such target in advance) will be eligible for a \$5000 bonus. Any student whose fall placement is outside of expected norms for summer learning loss will be excluded from this calculation to discourage intentional manipulation of student growth results. The following eligibility criteria also apply:
 1. The teacher must have been the teacher of record for a core ELA or math class in a tested grade the entire school year.
 2. At least ten students must have been enrolled in the teacher's class for the full school year, and they must have completed both the fall and spring i-Ready assessments.
 3. 60% of students on the teacher's roster must have met or exceeded their typical growth score as established by the District, and
 4. The teacher must be actively employed when the bonus is paid out after count day the following school year. In Hard-to-staff schools identified by the District which meet the criteria above, apply a 2x multiplier to the bonus amount.

3. Whole School bonus for Literacy growth (M-Step)

School Bonus: Full-time classroom-based staff at schools who meet or exceed their literacy proficiency grade goal (in the event such grade goal is not clear for one reason or another, the District shall confirm the grade goal under the M-Step assessment) shall receive the following bonuses: Classroom teachers: \$1000; all other staff: \$500. The following eligibility criteria also apply:

1. The employee must be employed and actively working at a single school for the entirety of the school year;
2. The employee must be in an eligible job code in PeopleSoft for the school year (movement between two eligible job codes at a single school will be permissible);
3. Must be actively employed when the bonus is paid out after count day the following school year.

For the Union:




Signature

Signature


Date


For the District:



Signature

Signature


Date

Approved: 

Lakia Wilson-Lumpkins, DFT President

Approved: 

Nikolai Vitti, Ed.D., General Superintendent