

SETTLEMENT PROPOSALS

FROM

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

AND

**THE MICHIGAN AFSCME
COUNCIL 25, LOCAL 345**

APRIL 23, 2010

**Settlement Agreement
Between
The School District of the City of Detroit
and
The Michigan AFSCME Council 25, Local 345**

It is hereby agreed by and between the School District of the City of Detroit and the Michigan AFSCME Council 25, Local 345, in final settlement of all outstanding issues under negotiation, as follows:

1. The parties' new Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be in effect for the period of January 1, 2004 through December 31, 2013;
2. All provisions of the expired Agreement (January 1, 2000 – December 31, 2003) not specifically changed herein are carried forward into this Agreement.

For the Michigan AFSCME Council 25
Local 345

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Date: *[Handwritten Date]*

For the School District of the City Detroit

[Handwritten Signature]
[Handwritten Signature]

Date: 4/23/10

APPROVED: _____
Robert C. Bobb, Emergency Financial Manager

Date: _____

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 22, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/23/10

ARTICLE XLIX
CHANGE AND TERMINATION

Change all relevant dates throughout the Agreement to reflect it being effective from January 1, 2004 through December 31, 2013.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #2 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: February 4, 2010 DPS Proposal: As Is _____ Modified _____
DPS Initials: _____
Union Initials: KJ EC
TA'D Date: 3/1/2010

ARTICLE VI
CALL-IN TIME, STAFFING AND HOURS OF WORK

The staffing requirements and work schedule of unit members will be determined by the principal or designee and at locations other than schools, by the appropriate administrator or designee.

CALL BACK

When members of this bargaining unit are requested by their department head to report for work at times other than their regular work shift in order to meet emergency situations, (vandalism, etc.), the called back employee shall receive as approved and authorized by the department head, his/her regular rate of pay for actual hours worked or three (3) hours, whichever is greater, unless Article VII (Overtime) applies, the time and one-half (1-1/2) rate of pay for actual time worked or a minimum of three hours straight time, whichever is greater. The minimum of three hours straight time shall not, however, apply for continuous overtime hours worked prior to or after termination of employee's regular work shift.

CALL IN

If an absent employee does not notify the school or job location office by 8:15 a.m. in case of day-shift employees and 10:30 a.m. in case of afternoon-shift employees, that the employee will be absent that day, ~~the head custodian shall receive approval from Housekeeping for the number of substitute or overtime hours to be worked in replacement of the absent employee~~ and if the employee does not follow existing reporting procedures concerning the employee's absence from work, the employee will be considered as on Leave Without Pay and will receive no pay for such time not worked, unless the employee is able to produce evidence of his or her inability to call in on time to the satisfaction of the appropriate administrator.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 20, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: _____

Union Initials: _____

TA'D Date: _____

ARTICLE VII
OVERTIME

Overtime will be paid in the following manner:

- A. **Overtime:** Time and one-half will be paid to all employees of the bargaining unit for actual hours worked Monday through Saturday in excess of 40 hours. If an employee has worked his/her scheduled days (M-F) the employees will be paid 1 1/2 times their regular rate for all hours actually worked on Saturdays and double time their regular rate for all hours actually worked on Sundays and holidays. For purposes of this section, the phrase "actual hours worked" shall be consistent with the definition of hours worked pursuant to the Fair Labor Standards Act.
- B. Employees who are granted overtime under this provision in the Agreement shall actually perform the work during the time allotted, i.e. if six (6) hours are granted, then six (6) hours must be worked. The overtime cannot be worked contemporaneously with the regular assigned work hours. It will be worked after the time the regular work shift has ended.
- C. ~~**Saturday and Sunday:** Each unit employee shall be paid his/her regular rate of pay for actual hours worked on Saturday and Sunday unless paragraph "A" above applies.~~
- D. ~~**Holiday Pay:** Each unit employee shall be paid his/her regular rate of pay for actual hours worked on holidays unless paragraph "A" above applies. Holidays for unit members do not include the observance of Veterans' Day.~~
 - a. ~~One and one-half (1-1/2) times the employee's regular rate for all hours worked in excess of eight hours per day or 40 hours per week.~~
 - b. ~~Saturday work (6th day) will be paid at a rate of one and one-half (1-1/2) times the employee's regular rate.~~
 - c. ~~Sunday and/or holidays, the rate will be two times the employee's regular rate for hours worked.~~

Approved: _____

PROPOSAL #5 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: February 4, 2010 DPS Proposal: As Is _____ Modified _____
DPS Initials: _____
Union Initials: _____
TA'D Date: _____

ARTICLE XIV
DISCIPLINE

Consistent with "Just Cause" discipline procedures will be determined by the Chief Executive Officer. Such procedures will include:

- A. The bargaining unit member must be notified in advance in writing of the purposes of a conference or hearing with the administrator or unit head when discipline is contemplated. Such notice must include the statement of charges and/or work rule violation(s). The notice must also state that the bargaining unit member has the right to Union representation.
- B. ~~Unless the District notifies the Union by written notice otherwise, the District will hold~~ ~~Unless mutually agreed to by the parties, the hearings or and conferences of the bargaining unit members will be held~~ no later than thirty (30) days from the date the investigation upon which the charges are based is concluded. The person bringing charges cannot chair a hearing. A written summary including the decision will be provided to the affected unit member. If it is serving in a representative capacity, a copy to the Union will also be provided.
- C. Disciplinary action taken against bargaining unit members considered improper by the member or the Union may be grieved in accordance with the grievance procedure as contained in Article XIII in this Agreement.
- D. The use of personnel records at a hearing shall be restricted to items that are relevant to the matter being considered at the hearing. In the use of past records, management will take into consideration the length of time between infractions and any evident improvements in work performance by the employee.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: February 4, 2010 DPS Proposal: As Is Modified _____
[Corrected 03/17/10] DPS Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 4/20/10

ARTICLE XVI
SENIORITY

Section 2

Seniority shall be on a classification basis in accordance with the employee's last date of appointment to a regular position. When there is complete elimination of a classification resulting in the layoff of employees within said classification, those laid off employees may receive priority in the filling of vacant positions in the bargaining unit.

Application must be made within seven calendar days to receive priority. Employees applying for the new positions must meet all of the qualifications as stated in the job description.

Upon appointment or assignment to the new position, the employees must serve the normal probationary period and are subject to all promotional procedures.

Section 5 - Loss of Seniority

An employee shall lose seniority for the following reasons only:

- a. The employee quits.
- b. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. The employee is absent for five (5) consecutive working days without notifying the District. The District may consider and make an exception to this rule in appropriate cases. After such absence, the District will send written notification by certified U.S. regular mail to the employee at the last known address, with a copy to the Union, that he/she has lost his/her seniority; and his/her employment has been terminated. If the disposition made of any case is not satisfactory, the matter shall be referred to the Grievance Procedure.
- d. If the employee does not return to work when recalled from layoff as set forth in the Recall Procedure of this Agreement.
- e. Return from sick leave and leaves of absence will be treated the same as "c" above.

7/10/2010

- f. If the employee is on lay-off for the length of their seniority or two (2) years, whichever first occurs.
- g. The employee retires under the terms of any retirement program.

Section 6 - Retention of Seniority

An employee who voluntarily terminates employment with the District may once during his/her employment with the District, within ~~ninety (90)~~ thirty (30) work days of that termination, return to employment with the District without suffering loss of unit or classification seniority.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

WITHDRAWN -Section B Only
PROPOSAL #8 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 20, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4-20-10

ARTICLE XVII
LAYOFF AND RECALL

- A. The word "layoff" means a reduction in the working force due to a decrease in work or lack of funds.
- B. If it becomes necessary for a layoff, the following procedure will be used: Temporary employees covered by this Agreement will be laid off first; probationary employees next; then seniority employees will be laid off according to seniority, as defined in Article XVI and the ability to do the remaining work. **[WITHDRAWN]**
- In proper cases, exceptions may be made. Disposition of these will be a proper matter for Special Conference; and if not resolved, it shall then be subject to the Appeal Board step of the Grievance Procedure.
- C. Employees to be laid off will have at least seven (7) calendar days notice of layoff. The Local Union Secretary shall receive a list from the District of employees being laid off on the same date the notices are issued to the employees.
- D. Employees shall be maintained on a recall list for a period of two (2) years from the date of layoff at which time all recall rights will terminate.
- E. D. When the work force is increased after a layoff, employees will be recalled according to seniority as defined in Article XVI. Notice of recall shall be sent to the employee at his last known address by ~~registered or certified~~ regular U.S. mail, with a copy to the Union. If an employee fails to report for work within ~~ten (10) working~~ seven (7) work days from the date of mailing of notice of recall, he shall be considered to have quit. In proper cases, exceptions may be made.
- F. E. Unit members are laid off at the end of the third (3rd) day of another unit's work stoppage. Employees are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without the need for any specific notice in the event schools do not open or schools open and are subsequently closed.

7-12-2020

In the event the District deems it necessary, unit members will be considered laid off at the end of the third (3rd) day of a work stoppage by another bargaining unit, unless notified by the Chief Executive Officer or his designee.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: February 4, 2010 DPS Proposal: As Is _____ Modified _____
DPS Initials: _____
Union Initials: _____
TA'D Date: _____

ARTICLE XVIII
HOLIDAY PROVISIONS

- A. Ten-month employees will be paid straight time for a l unworked hours of their regularly assigned eight (8) hour shift for the following eight (8) holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and Good Friday in each year.
- Veteran's Day observance is not a holiday for bargaining unit members. Employees who work will be paid straight time for hours worked of their regularly assigned eight (8) hour shift on this day. [WITHDRAWN]
- B. Employees who are less than 12-month employees, if assigned the additional work of summer school and also if they work both the day before and the day after July 4, will be paid for the July 4 holiday.
- C. Twelve-month employees shall be entitled to nine (9) holidays, which shall include the same holidays referred to above and Independence Day.
- D. A bargaining unit member who is eligible for holiday pay shall receive such pay, provided he/she works both either the day before or and the day after such holiday, or is receiving pre-approved sick pay or vacation pay, other than personal business.
- E. Holiday provisions shall also be applicable for regular emergency substitutes.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 20, 2010 DPS Proposal: As Is Modified
DPS Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 4-20-10

ARTICLE XX
TRANSFERS AND PROMOTIONS

Unit members will be assigned to specific school buildings and other buildings operated by the District in accordance with its policies, procedures and as provided in this Agreement.

Whenever a school building is razed or demolished, the bargaining unit member assigned to said building shall be reassigned in accordance with the current applicable provisions.

~~If for any reason an employee is transferred or promoted to a position not included in the bargaining unit, and is therefore transferred back to a position within the bargaining unit, he/she shall return to the bargaining unit with full seniority rights and benefits, including the seniority he/she should have accumulated had he/she not been transferred out of the bargaining unit.~~

A. Promotions – Eligibility Pools

1. ~~Upon request from a principal or site administrator, the Department of Human Resource Management and Planning shall post an Announcement for a specific vacancy. The Division of Human Resources shall post job announcements for a period of ten (10) working days prior to filling the vacancy. This The posting will include all qualifications necessary to fill the vacancy. Persons Individuals wishing to apply must submit applications in accordance with the directives outlined in said announcement.~~
2. (Note: A prospective candidate can apply for a vacancy which demands a lower classification, but cannot apply for a vacancy for which he/she is not deemed eligible).
3. Unit members currently employed by the District, who wish to apply for a vacancy will be classified in the eligibility pool as either a voluntary transfer or promotion. In addition to the eligibility requirements identified in the announcement, a current employee's eligibility will also be predicated on the following:

7-10-2010

- He/she must not presently be charged with a disciplinary infraction;
 - He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement);
 - He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,
 - If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one year (12 months prior to the date of posting the announcement);
 - He/she must have passed the promotional examination. Applicants who are not currently employed by the District must satisfy the statutory and District employment policy requirements for employment in addition to the eligibility requirements identified in the announcement.
4. The District shall select the eligible applicants for interview from the list of eligible candidates. In its selection, the District will give preference to employee applicants who are currently displaced, i.e. returns from leaves of absence, worker's compensation and reconstitution.
- ~~2. a. When candidates for a position have been identified, applicant pools will be prioritized in the following order:~~
- ~~1) Except as otherwise required by law (including court and arbitrator decisions), displaced person, e.g. due to reconstitution, returns from leaves, other than Workers' Compensation, and F.M.L.A.~~
 - ~~2) Voluntary transfers;~~
 - ~~3) Promotions; and,~~
 - ~~4) Prospective employees~~
- ~~b. Individual applicants within the pools identified as one, two and three above will be prioritized by seniority, within their respective pool.~~
- ~~c. The Department of Human Resource Management and Planning will identify the five top applicants for each vacancy consistent with the priorities cited above.~~
3. Selections for each vacancy will be as follows:

School Locations

- ~~The Site Based Management Committee shall interview the five applicants identified by the Department of Human Resource Management and Planning.~~

~~qualifications of the five applicants and submit them to the principal.~~

- ~~• The principal shall make the final selection.~~
- ~~• Failure on the part of the principal to submit a recommended candidate within thirty (30) days, will result in the Department of Human Resource Management and Planning assigning the most senior candidate from the five applicants presented for interview.~~

Locations Other Than Schools

- ~~• The Department of Facilities Management and Capital Improvements shall interview the five applicants.~~
- ~~• Failure on the part of the Department of Facilities Management and Capital Improvements to submit a recommended candidate within a reasonable time, will result in the department of Human Resource Management and Planning assigning the most senior candidate from the five applicants presented for interview.~~

B. Transfers

1. In recognition of the commitment by both the School District of the City of Detroit and the Union to the principle of total involvement in seeking solutions to educational problems, it is acknowledged by both parties that on occasion it is in the best interests of both parties to transfer an employee and that the District retains the right to transfer a unit member covered by this Agreement from one position to another in these circumstances.

2. **In the case of individual transfers**
Human Resources will make every effort to notify unit members being transferred within two (2) Unit members being transferred shall be notified in writing at least thirty (30) calendar working days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and place involved. The Union shall be furnished with a copy of the notification at the same time. The parties recognize that emergency situations may arise in which the thirty (30) two (2) day notice is not feasible.

3. Whenever there is a need for an involuntary transfer it will constitute a provisional assignment.

~~When a vacancy occurs within a division, it shall be posted for a period of fourteen (14) days prior to filling the vacancy.~~

C. If there is any foreseeable movement of work or discontinuance of operation not covered in this Article, the Union shall be notified and such movement or discontinuance shall be discussed with the Union in order to provide for protection of the seniority of the employees involved.

TAB 4-20-10 R

D. **Exceptions**

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: December 15, 2009 DPS Proposal: As Is Modified _____
 DPS Initials: [Signature]
 Union Initials: [Signature]
 TA'D Date: 12.16.10

ARTICLE XXI
VACATION AND OFF DAYS

- A. All regular employees covered by this Agreement shall receive vacation or off days, whichever shall apply, with pay. Vacation or off days, whichever shall apply, may not be taken until after sixteen (16) weeks of employment. Vacation must be taken during the year earned, or in the following year.

Effective July 1, 2010, all 12-month employees shall accrue vacation credits as follows:

Length of Service	Vacation Not to Exceed	Formula
0 - 1 year	1 week	.19 bi-weekly pay period
1 - 5 years	2 weeks	.38 bi-weekly pay period
6 - 10 years	3 weeks	.57 bi-weekly pay period
11 - 19 years	4 weeks	.77 bi-weekly pay period
20 or more	5 weeks	.95 bi-weekly pay period

- G. ~~Employees in the bargaining unit with 15 or more years of seniority, or 200 days in their sick bank, who earn vacation days, shall be eligible for bonus vacation days based upon unused sick leave in the following manner:~~

~~If at the end of the fiscal year the employee has 14 or more unused sick days, the employee shall receive 3 additional vacation days with pay. If at the end of the fiscal year the employee has 12 or 13 unused sick days, the employee shall receive 2 additional vacation days with pay. If at the end of the fiscal year the employee has 9, 10 or 11 unused sick days, the employee shall receive 1 additional vacation day with pay. All calculations shall be made on June 30 of any fiscal year. All days earned between July 1, and June 30, shall be used only after June 30 of that fiscal year.~~

- I. Upon termination of employment, other than for cause, the employee who has worked more than sixteen (16) weeks shall be paid his/her accrued vacation.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 23, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: [Signature]

ARTICLE XXII
GENERAL LEAVE POLICY

A. Sick Leave – Accrual Rate

Effective July 1, 2010 and ending June 30, 2013, sick leave for unit members **HIRED BEFORE RATIFICATION OF THIS CONTRACT BY THE DISTRICT** shall accumulate accrue in a sick bank at the rate of ten (10) days per year for 10-month employees and twelve (12) days per year for 12-month employees and 48-week teacher aides.

Effective July 1, 2010, sick leave for unit members **HIRED AFTER RATIFICATION OF THIS CONTRACT BY THE DISTRICT** shall accumulate in a sick bank at the rate of one (1) day per month in their first year of employment and one and one-fifth (1.20) days per month for the next three (3) years. Starting in the fifth (5th) year, the employees will earn .65 per pay period each year thereafter. Days earned shall be credited each pay period beginning with July.

The District may implement a schedule of discipline based upon suspected abuse of sick bank by any member subject to the just cause provision of this Agreement.

Personal Business

The employee shall be able to use up to two (2) days for personal business. Personal business days shall be deducted from employee's sick leave bank. Personal business days may not be used to extend a holiday.

~~B. Beginning with the 1995-96 school year, July 1, 1995, a Sick Bank Incentive Pilot Program will be initiated.¹~~

~~An annual bonus will be provided for persons not absent more than two (2) days during the year according to the following:~~

DAYS ABSENT	ANNUAL BONUS
0	\$350.00
1 - 2	\$300.00

C. Sick Leave – Borrowing:

~~An employee who has used his/her sick bank may, in case of extended illness, borrow up to 5 days, whichever is applicable, with a promissory note. Medical proof of illness is required. These days will be deducted from accrued sick days earned in the current or following school year, whichever is applicable. Management has the sole discretion in determining how many days, if any, may be advanced under this provision.~~

D. Catastrophe Bank:

When an employee's sick leave bank has reached the current allowable maximum as set forth in this Agreement, there shall be established a "Catastrophe Bank" into which all days over the maximum earned, commencing with the first pay period of the first month after this Agreement is approved by the District, shall be placed. When an employee has used all days accumulated in his/her sick bank for an illness extending more than six months, he/she may thereafter draw from his/her "Catastrophe Bank" to the extent he/she had made contribution to said bank. The employer may require medical evidence of the illness/disability.

If an employee is unable to work as a result of a compensable injury, the employees may utilize "Catastrophe Bank" sick leave days to maintain regular gross earnings without affecting the employee's regular sick leave bank.

E. Leaves of absence without pay may be granted for a period of one (1) year with an extension for the leave within the discretion of the District (but no longer than three (3) years) reasonable periods for the purposes listed below:

1. Illness (with seniority accruing for a period of leave not exceeding two (2) years).
2. Maternity - (See FMLA).
3. Injury on the job (with seniority accruing for the entire period of leave).
4. ~~Training relating to an employee's regular duties in an approved educational institution. (Seniority shall not accrue during period of leave).~~
5. Peace Corps term - (Seniority shall not accrue during period of leave). The employee's return to work shall be governed by existing procedures as set forth in the Administrative Handbook.

F. Leaves may be granted at the discretion of the District for reasons other than those listed above when they are deemed beneficial to the District. Such leaves granted, except for maternity leaves, may be granted for a period of one (1) year with an extension for the leave within the discretion of the District (but no longer than three (3) years) extended for periods up to four (4) years.

Probationary employees shall not be eligible for leaves of absence other than military leaves.

- G. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, be considered for leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed with accumulated seniority. Such leaves of absence may be renewed upon the request of the employee.
- H. ~~An employee who has filed a Form 4043, Request for Personal Business Leave, indicating the date of his/her wedding and the period of the leave requested, may charge to sick leave those working days which fall within seven (7) consecutive calendar days including and subsequent to the wedding day. Saturdays, Sundays, and holidays within a seven (7) day period are counted as a part of this limit.~~
- I. Veterans who are reinstated as employees in the bargaining unit, in accordance with the the Uniform Services Employment and Reemployment Rights Act Universal Military Training Act, as amended, and other applicable laws and regulations, and remain in the employ of the District for at least one year after reinstatement, will be eligible to apply for leave of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement. The seniority rights of such employees shall be protected but shall not accrue during the leave of absence.
- J. Members of this bargaining unit who have been granted Professional Service Leaves shall be eligible at their own (or Union's) expense for those fringe benefits generally offered to this bargaining unit. This eligibility shall be conditional to the agreement of the private carrier when such agreement is necessary.

A member who is on Professional Service Leave of Absence shall be entitled to return to a position of like status and pay to that he/she left immediately before going on Professional Service Leave, at the expiration of the leave, subject to the seniority provisions of this Agreement.

K. Sick Leave

An employee not able to return to work following four (4) consecutive days of absence for personal illness may be required to have a medical examination by the District's designated Physician and present the appropriate form for returning to employment, executed by his/her physician (Physician Certificate) before returning to his/her assignment. This regulation also applies to illness absences in June, regardless of whether they extend into September.

If procedures are followed, delays in scheduling the medical examination shall not be charged to the employee's sick bank.

- L. After four (4) five (5) consecutive work days of sick leave, an employee must furnish a statement from his/her physician on the fifth day of her/his absence from work on the appropriate District form which permits and Form 432, Release Pay Check: Physician's Certificate, in order to secure release of his/her pay check. If procedures are followed, delays in scheduling the medical examination shall not be charged to the employee's sick bank.

M. **Appeal to Medical Office Decision**

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

The School District of the City of Detroit and the Union shall mutually agree within ten (10) business days as to who the appropriate specialist shall be. The employee shall consult the designated specialist and the School District of the City of Detroit shall pay one-half (1/2) of the cost of the evaluation and the employee shall pay the other half. Within twenty (20) business days the specialist shall furnish a report relative to h s/her evaluation to the School District of the City of Detroit, to the Union and to the employee. The determination of the specialist shall be final and binding as to whether the employee is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.

Failing agreement by the District and Union on selection of the appropriate specialist, the employee's physician and the District's designated physician ~~Medical Examiner~~ shall select the appropriate specialist.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: February 4, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 3/17/2010

ARTICLE XXIV
VETERANS

- A. The District will abide by and the employees shall have all rights guaranteed by the Uniform Services Employment and Reemployment Rights Act (USERRA).
- B. A. The re-employment rights of returning employees from a military leave will be equal to or greater than applicable laws and regulations.
- C. B. Any employee who enters into active service in the Armed Forces of the United States who, upon termination of such service, receives a discharge other than dishonorable and is still qualified to perform his/her prior duties with the District, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, provided the employee makes application to return to work within ninety (90) days after the date of discharge.

Special consideration may be given in the case of continuing hospitalization following discharge.
- D. G. A probationary employee who enters the Armed Forces of the United States and meets the foregoing requirements must, upon their return, complete the probationary period.
- E. D. Individuals on the eligibility register who, because they are drafted into the service of the Armed Forces of the United States, are unable to report for assignment when their position is reached, shall, upon discharge other than dishonorable and if still qualified for said position, and a position is available, be placed in a position of equal status. Employees, when placed under these conditions, shall be required to serve the probationary period in order to attain seniority status.

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 20, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: _____

Union Initials: R.J.

TA'D Date: 4-20-10

ARTICLE XXVI
SCHOOL RELATED ASSAULTS

Offset

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

Benefit Termination or Limitation

1. An employee will maintain employment for a maximum period of two (2) years while receiving workers' compensation benefits.

~~If retirement is granted through MPERS (regular or disability), entitlement to assault pay shall terminate even if the employee continues to receive weekly Workers' Compensation benefits.~~

2. If the employee rejects the report of the specialist and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 20, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: _____

Union Initials: _____

TA'D Date: _____

ARTICLE XXXV
SNOW EMERGENCY DAY OR DAYS ONLY

In the event a Snow Emergency Day or half-day is declared by the Emergency Financial Manager Chief Executive Officer or his designee, assistant custodians will be expected to report to their assigned locations and work for four (4) hours or any additional authorized hours.

All assistant custodians who work on a Snow Emergency Day will be paid double his/her regular rate of pay..

~~If any other employees in this unit are ordered to report to work after the emergency day has been declared, these employees will also be eligible for double time pay in the same manner as those above.~~

Emergency Conditions -- Ten Month Employees

- A. Unit members classified as 10-month will work all days within the regular school year that students attend school and any other additional days as directed.
- B. When schools are closed for emergency conditions, 10-month employees are not to report to work and will be paid their regular rate of pay.
- C. Unit members classified as 10-month may be required to work at another location and failure to report as directed will result in the employee having to use paid time off or not being paid.
- D. Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities shall be rescheduled when the district is unable to meet the State mandatory requirements.

- E. When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be paid for those days. Those days will be rescheduled with employees being paid the pay period following the make-up days.

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: December 15, 2009 DPS Proposal: As Is _____ Modified _____
DPS Initials: _____
Union Initials: _____
TA'D Date: 1-26-10

ARTICLE XXXVIII
COPY OF AGREEMENT

The District will provide a mimeographed copy of this Agreement for each employee in the Unit.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 23, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/23/10

ARTICLE XXXIX
WAGES

- A. All bargaining unit members shall be subject to the following:
 - 1. The hourly rate for each classification will be reduced to reflect a decrease in annual base compensation in the amount of \$880.00 per member effective upon ratification of this Agreement for the fiscal years 2010-2011 and 2011-2012.
- B. **Adaptive Physical Education Aides Only**
Effective December 1998, and every December thereafter, the Adaptive Physical Education Aides shall be paid a \$500 bonus for the three Red Cross Certifications required for this position.
- C. **Salary Schedules**
Beginning July 1, 2009, salary step increments for all bargaining unit members shall be suspended for the duration of this Agreement.
- D. There will be a wage re-opener (wages only) for the fiscal year 2012-2013.
- E. Effective July 1, 2012, wages only shall revert to the status quo (i.e., pre-concession rate) unless the District can demonstrate further concessions are warranted and the parties mutually agree to continue the concessions.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 22, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/23/10

ARTICLE XL
HEALTH AND LIFE INSURANCE; HOSPITALIZATION; LIFE; DENTAL OPTION

All full-time bargaining unit members may elect to receive full family health, dental, optical and employee only life insurance as provided below.

Notwithstanding the above, bargaining unit members who work 20-29 hours per week and hired prior to May 1, 2010 will be eligible for health insurance coverage and dental insurance coverage for employee only, at the same annual premium cost as bargaining unit members who work 30 hours or more per week.

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

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

A. ~~Effective January, 1978, the health insurance subsidy for employees in this bargaining unit will be fully paid by the District.~~

~~All non-emergency hospital admissions will be pre-authorized by the Health Plan Administrator. Length of stay will also be pre-determined and monitored for those hospital admissions that are approved. Hospital stay shall be extended when medically necessary.~~

~~Effective July 1, 1981 - \$3.00 Drug Rider~~

~~Effective July 1, 1983 - dental insurance for employee only. The annual maximum per eligible family member for Class I and Class II benefits shall be increased to \$1500 a year.~~

~~Effective January 4, 1986 - the present life insurance policy shall be increased from \$5,000 to \$10,000 for all bargaining unit members~~

7/1/2010

~~Effective January 4, 1985 — the life insurance program for employees retiring after January 4, 1985 shall be increased from the present \$350.00 policy to a \$1,000.00 policy.~~

~~Effective November 1, 1987 — the District shall provide full-family optical coverage for all bargaining unit members. The District shall select the carrier(s).~~

~~Effective July 1, 1990 — emergency substitutes who are available five days per week and are willing to serve in any school in the system as assigned (Regular Emergency Substitutes) shall receive health insurance (employee only). Carrier is to be determined.~~

A. B. Health Care

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

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

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

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

Employees choosing PPO coverage will have the following options available:

PPO Plan 1

- \$250 (single)/\$500 (family) annual deductible
- \$1,500 (single)/\$3,000 (family) annual out of pocket maximum
- 90% (in-network)/70% (out-of-network) co-insurance
- \$20 office visit co-pay

PPO Plan 2

- \$500 (single)/\$1,000 (family) annual deductible
- \$3,000 (single)/\$6,000 (family) annual out of pocket maximum
- 80% (in-network)/60% (out-of-network) co-insurance
- \$20 office visit co-pay

HMO Plans

- \$20 office visit co-pay

~~a. Effective after December 1, 1992, all new hires will be required to pay ten percent (10%) of the premium for health insurance.~~

~~b. Effective the next open enrollment period, the current HMO Plan offerings will be amended as follows:~~

~~1. Total and the Wellness Plan will no longer be offered.~~

2011/12/15/16

- ~~2. The Blue Cross/Blue Shield Traditional Plan will remain unchanged except as noted below in #7.~~
- ~~3. The HAP Plan will be amended to become the Health Choice PPA Plan with no reduction in benefits with an out of network benefit.~~
- ~~4. OmniCare will be amended to OmniPlus (POS) with no reduction in benefits with an out of network benefit.~~
- ~~5. Blue Care Network will be amended to the Blue Cross/Blue Shield POS plan with no reduction in benefits with an out of network benefit.~~
- ~~6. Blue Cross/Blue Shield PPO as proposed.~~
- ~~1. The cost of mammograms, papsmeas and prostate screening will be paid for all members regardless of the insurance coverage that is selected by the members.~~

B. Emergency Room and Urgent Care Co-Pay

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

C. Prescription Co-pay

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

Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than thirty (30) days. Employees utilizing the mail order prescription drug program will receive a ninety (90) day supply at a cost of two (2) prescription co-pays.

C. Opt Out

~~Employees who are covered by a health care plan offered by an employer other than the District and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the District, may each enrollment year at the time of the enrollment period, opt out from District coverage and for said enrollment year receive a \$900 payment from the District as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the District's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the District's coverage under the conditions just stated, the employee shall pay back pro-rated the said \$900 payment provided herein. The \$900 will be paid for each enrollment year that the employee elects to opt out under this provision.~~

~~Effective the Open enrollment in 1995 the Opt-out payment will be increased from \$900 to \$1,200.~~

7/21/10

D. **Dental Insurance**

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

E. **Optical Insurance:**

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

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

F. E. **Life Insurance:**

The District shall underwrite the cost of group life insurance for all eligible members of the bargaining unit. The policy shall provide the payment of \$10,000 to the employee's designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: December 15, 2009 DPS Proposal: As Is _____ Modified _____
DPS Initials: YB
Union Initials: BC
TA'D Date: 3/17/2010

ARTICLE XLV
PERSONAL PROPERTY LOSS

~~Effective January 4, 1985, a fund in the amount of \$2,000 shall be established from which members of the bargaining unit may be reimbursed for approved claims in an amount not to exceed \$100 per bargaining unit member for personal property loss due to theft, burning or willful or malicious damage. Personal property is defined as anything normally worn or carried into the building by the member of the bargaining unit but shall not include cash. Personal property shall also not include tools.~~

~~All claims shall be submitted promptly but not later than ten (10) days subsequent to the occurrence and shall be considered at the close of the fiscal year. A determination shall be made regarding the amount to be paid on each claim. In making a determination, the extent to which the claimant is entitled to be reimbursed from other sources for said loss shall be considered. In the event that the total approved claims exceed \$2,000, the affected bargaining unit members shall be reimbursed on a pro-rated basis.~~

Approved: _____
Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement
between
The School District of the City of Detroit
and
The Michigan AFSCME Council 25, Local 345**

INSTRUCTIONAL REFORM - SCHOOL-BASED PERFORMANCE BONUS

The School District of the City of Detroit ("District") and the American Federation of State, County and Municipal Employees AFL-CIO, Local 345, Michigan District Council 25, ("Union") agree, by their representatives' signatures below, to abide by the following procedures for School-Based Performance Bonus.

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

The District shall identify the criteria and benchmarks for establishing school-based performance pay for bargaining unit members. The criteria may include measureable improvements in student and staff attendance on a school-wide basis, performance on standardized tests, overall student grade point average (GPA), graduation rates, reduction in drop-out rates, attaining and/or maintaining Adequate Yearly Progress (AYP) and other provisions identified by the No Child Left Behind (NCLB) Act.

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

1. The School Leadership Team and the building administration shall meet annually for the purpose of the development and submission of the application for consideration complete with the rationale of interest, strategies to meet the criteria/benchmarks, data pertinent to the identified criteria for consideration, and clearly defined objectives for the school year.
2. Once the schools have been selected, the district shall be responsible for providing the resources for the school to meet the criteria/benchmarks.
3. Selected schools are subject to an annual review of predetermined criteria using supportive evidence and data for each school. A data-based rationale must be provided if a school is not renewed unless the non-renewal is due to lack of identified/available funding.
4. Bonus packages shall be afforded to each school selected. The distribution shall be made one of two ways: 1) utilizing the District's predetermined cash distribution matrix or 2) the School Leadership Team via the SDM shall determine an alternative.

5. Bonus pay shall be paid not later than the end of the first semester of the following school year.
6. This agreement shall not infringe upon the collective bargaining rights of other District employee unions and/or other employees.

For the Union:

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Date: [Handwritten Date]

For the School District of the City of Detroit:

[Handwritten Signature]
[Handwritten Signature]

Date: 4/23/10

Approved: _____
Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement
between
The School District of the City of Detroit
and
The Michigan AFSCME Council 25, Local 345**

INSTRUCTIONAL REFORM – SHARED DECISION-MAKING

The School District of the City of Detroit (“District”) and the American Federation of State, County and Municipal Employees AFL-CIO, Local 345, Michigan District Council 25, (“Union”) agree, by their representatives’ signatures below, to abide by the following procedures for Shared Decision-Making.

Joint Labor-Management Shared Decision-Making Committee

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

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

School Leadership Team

The School Leadership Team shall be established at the school level and have no more than twelve (12) committee members, consisting of, but not limited to, the Principal, Assistant Principal (if applicable), and a Union designee/representative. Participating schools shall select School Leadership Teams based upon a peer selection process. Any schools with a team in place as of September 1st will have an opportunity each October to change the composition of its team.

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

Shared Decision-Making

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

Eligibility and Involvement

All schools are eligible to apply for participation in SDM. School participation shall be voluntary.

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

Professional Development

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

For the Union:

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Date: [Handwritten Date]

For the School District of the City of Detroit:

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Date: 4/23/10

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 14, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: J. de Groot

Union Initials: Keith S.C.

TA'D Date: 03/17/2010

70's 4-14-10

NEW ARTICLE - LEGAL LIABILITY

- A. In the event that a legal action or complaint is filed against the employee involving actions taken by the employee in his/her authorized employment capacity for the District, the District will provide legal representation and indemnification provided that:
1. A copy of the Complaint and Summons or other relevant legal papers is transmitted to the District's Office of General Counsel within seven (7) calendar days or five (5) business days after service upon the employee/defendant.
 2. If at any time prior to or during the District's representation and indemnification of the employee, pursuant to the District's investigation and reasonable determination, it is determined that the employee/defendant was not acting within the scope of his/her authorized authority and duties as a representative and employee of the District, the District shall withdraw representation and cease its obligation to indemnify.
 3. If at any time prior to or during the District's representation and indemnification of the employee, pursuant to the District's investigation and reasonable determination, it is determined that the employee's actions were not in accord with District policy in carrying out the functions that gave rise to the legal action, the District shall withdraw representation and cease its obligation to indemnify.
 4. If at any time prior to or during the District's representation and indemnification of the employee, pursuant to the District's investigation and reasonable determination, it is determined that the employee's actions were illegal or criminal in nature, the District shall withdraw representation and cease its obligation to indemnify.
- B. The District will not provide legal representation or indemnification for the employee if he/she has been charged with criminal or illegal activity arising from the employee's actions during the course of his/her employment.
- C. As a prerequisite to receiving legal defense/indemnification, an employee who requests legal defense or indemnification pursuant to this Article, shall cooperate in the investigation and defense of his/her case. The employee's failure to cooperate could result in denying or withdrawing the defense and indemnification.

- D. The provisions of this Article are not intended to prevent an employee from retaining legal representation other than that provided by the District. If however, an employee elects to obtain legal representation outside of the District, the employee is fully responsible for any and all costs, legal fees, interest or judgments which result from the legal process.

- H. Decisions by the District with respect to the provision of legal representation and indemnification to individual employees shall not be subject to the grievance procedure.

Approved _____
Robert C. Bobb Emergency Financial Manager

PROPOSAL #30 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 22, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: J. Bobb

Union Initials: EC

TA'D Date: 4/22/10

WORKSHOP PAY

Effective July 1, 2010 the workshop pay for Special Education Aides and Trainable Aides will be \$10.40 an hour.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 20, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/20/10

**Letter of Agreement
Labor-Management Committee**

By their representatives' signatures below, the parties agree to the following:

To endeavor to establish a Joint Labor-Management Committee within ninety (90) days of ratification of this successor Agreement.

The Joint Labor-Management Committee is to focus on and make recommendations for cost-savings, staffing and overtime.

The Committee will consist of three (3) members each represented by Management and the Union.

The frequency of meetings will be determined by the Joint Labor-Management Committee.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 20, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: [Signature]

Letter of Agreement

By their representatives' signatures below, the parties agree to the following:

The District will endeavor to identify a professional development curriculum for Special Education Aides and Trainable Aides.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #33

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE MICHIGAN AFSCME COUNCIL 25, Local 345

Proposal Date: April 20, 2010

DPS Proposal: As Is Modified _____

DPS Initials: _____

Union Initials: _____

TA'D Date: _____

Letter of Agreement

By their representatives' signatures below, the parties agree to the following:

The District and Union will explore the concept of a Miracle Baseball League and the Extreme Hope Project as submitted to the District during bargaining of this successor Agreement.

Approved: _____
Robert C. Bobb, Emergency Financial Manager