

**SETTLEMENT PROPOSALS**  
**FROM**

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

**TO**

**THE DETROIT FEDERATION OF  
PARAPROFESSIONALS  
LOCAL 2350, AFT, MFT, AFL-CIO**

---

**APRIL 29, 2010**

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: December 16, 2009    DPS Proposal: As Is    Modified \_\_\_\_\_  
DPS Initials: [Signature]  
Union Initials: [Signature]  
TA'D Date: 4/29/10

---

ARTICLE XXXI  
CHANGE AND TERMINATION

Change all relevant dates throughout the Agreement to reflect it being effective from July 1, 2003 through June 30, 2014.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: December 16, 2009    DPS Proposal: As Is    Modified \_\_\_\_\_  
DPS Initials: [Signature]  
Union Initials: [Signature]  
TA'D Date: 4/29/10

---

**ARTICLE VIII  
ASSIGNMENTS**

All School Service Assistants are required at the request of the District to attend all staff meetings in order to keep abreast and to be aware of the instructional plan for the students and will be paid at their current hourly rate.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: December 16, 2009    DPS Proposal: As Is Modified \_\_\_\_\_  
DPS Initials: [Signature]  
Union Initials: [Signature]  
TA'D Date: 4/29/10

---

ARTICLE IX  
EMPLOYMENT PRACTICES

Members of this unit shall be given a three (3) workday notice on all layoffs. This notice shall be in writing.

A. GENERAL

5. Mileage

For each school year, the mileage rate shall reflect the rate that is used by the Internal Revenue Service for tax purposes for a maximum of 700 500 miles per calendar month per employee shall be effective March 1, 1992.

All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010    DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_  
DPS Initials: G. Bobb  
Union Initials: DF  
TA'D Date: 4/29/10

---

ARTICLE XI  
LAY-OFF/RECALL

Recall shall occur in reverse order of layoffs with the person having the greatest school seniority being recalled first based upon the ability to do the job.

Recall shall be by written notice to the employee's last known address on file with Human Resources in the local school office, and shall require that person to contact Human Resources that office within seven (7) ~~ten (10)~~ school calendar days. If an employee fails to contact Human Resources that office, he/she shall be considered a quit. The right to recall shall be limited to four years after the layoff. Laid off employees shall be maintained on a recall list for a period of two years at which time recall rights shall terminate.

In the event, the District deems it necessary, unit members will be considered laid off at the end of the third (3<sup>rd</sup>) day of work stoppage by another bargaining unit, unless notified by the Emergency Financial Manager, or if the District's financial emergency is resolved, the General Superintendent or his/her designee Chief Executive Officer. Notice to the contrary may include any date after the third day of the 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.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: February 2, 2010      DPS Proposal: As Is Modified \_\_\_\_\_  
DPS Initials: [Signature]  
Union Initials: [Signature]  
TA'D Date: 4/29/10

---

ARTICLE XII  
GRIEVANCE PROCEDURE

**Computation of Back Wages and Overpayment (New Language)**

Computation of wages or fringe benefits must be brought within two years from the date it is reasonable to assume that the union and/or the individual first became aware of the situation giving rise to the claim.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate of pay.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: J. de G

Union Initials: J

TA'D Date: 4/29/10

---

ARTICLE XV  
STAFFING AND HOURS OF WORK

- A. 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.
- B. There shall be no set limit on the maximum hours of work for bargaining unit members. Unit members are hourly rated employees and will be paid only for time actually worked on the job unless provided for elsewhere in this Agreement.
- C. The work week normally will consist of six (6) hours per day. Any work beyond the six (6) hours per day will be paid at the current rate up to forty (40) hours. Full-time employees shall have a daily duty-free and no-paid lunch period of forty-five (45) minutes, and shall have a fifteen (15) minute paid daily relief period. The lunch period and daily relief period shall be scheduled by the principal. The relief period shall not be assigned as part of the first or final period of the day.
- ~~D. Some schools currently employ ten (10) and fifteen (15) hour School Service Assistants and School Community Assistants. If this kind of arrangement is in effect, it may continue until such time as one position is vacated. At that time, the remaining School Service Assistant(s) or School Community Assistant(s) must be offered a thirty (30) hour assignment.~~
- D. The hours of employment of Transportation Aides will vary within a range of approximately twenty (20) to thirty (30) hours per week depending upon the lengths of the routes serviced.
- F. **Emergency Conditions**

When a work location is closed after the start of the work day due to building problems, employees will be dismissed without a loss of pay.

When schools are closed for emergency conditions, employees shall not report and will not be paid; if directed to report, they will be paid their regular rate of pay.

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.

When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be compensated for aforementioned days.

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



PROPOSAL #7 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: J. Bobb

Union Initials: [Signature]

TA'D Date: 4/29/10

---

ARTICLE XVI  
TRANSFERS AND PROMOTIONS

B. Transfers

2. In case of individual transfers:

Unit members being transferred shall be notified in writing at least ~~thirty (30)~~ seven (7) business 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 will ~~shall~~ be furnished with a copy of the notification at the same time, unless emergency circumstances prevent notification to the union at the same time. The parties recognize that emergency situations may arise in which the above ~~thirty (30)~~ seven (7) day notice is not feasible.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE XVII  
SALARY ADJUSTMENT

- D. **LONGEVITY.** Members within this organization who have completed fifteen (15) full years of service as of June 30, 1995 and thereafter, and whose name appears on the November 1, payroll shall receive \$150.00 added pay.

The schedule of payment of longevity pay will be determined by the Chief Executive Officer or designee. All longevity pay currently paid on an hourly basis will be averaged and changed to a lump sum payment. The parties will agree on the equivalent lump sum payment so unit member payment is not diminished. Such payment will be made no later than December 31.

- E. **BONUS** -- School Service Assistants functioning as transportation aides, for the duration of this agreement only, all regularly assigned transportation aides who actually perform services for 160 days or more in a satisfactory manner during each school year as follows, shall receive a bonus of \$99.00 for each school year, payable as soon after the end of the school year as practicable.

September 1, 1984 -- June 30, 1985  
September 1, 1985 -- June 30, 1986

- F. **SALARY SCHEDULES**

- G. **OVERTIME**

Time and one-half will be paid to all employees of the bargaining unit for actual hours worked in excess of 40 hours during any one week period. 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.

- H. **SATURDAY, SUNDAY AND HOLIDAYS**

Each unit employee shall be paid his/her regular rate of pay for work performed on Saturdays, Sundays and holidays, unless the above paragraph "G" (Overtime) above applies.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

PROPOSAL # 9 (REVISED)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2009

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

---

ARTICLE XVIII  
OTHER BENEFITS

- A. **Holiday Pay** - School Service Assistants shall receive pay for holidays according to the school calendar for teachers. Part-time employees will receive prorated holiday pay. Holiday pay will be authorized for School Service Assistants only for those holidays that are within the contract year. July 4 will be a paid holiday for School Service Assistants who are scheduled to work

A bargaining unit member who is eligible for holiday pay shall receive such pay, provided he or she works either both the day before or and the day after such holiday, or is receiving paid leave, other than personal business.

B. **Sick Days**

1. Upon retirement with a retirement allowance in accordance with the qualification established by the Michigan Public School Employees Retirement System -- School District of the City of Detroit, an employee will be paid an amount not to exceed one-half his/her unused sick leave days, with a maximum allowance of thirty (30) days pay. The estate of a School Service Assistant who dies during the term of this Agreement shall receive terminal pay calculated on same basis as if he/she had retired.
2. District practices require that an employee who has had surgery, broken bones, or an illness which requires hospitalization, may require an examination by the District's designated Physician examined by the Office of Medical Screening before returning to work.

~~Illnesses which extend beyond ten (10) working days require an authorization by the Office of Medical Screening before the employee may return to work.~~

~~At the time of examination, the employee must present Form 432, Release Pay Check, Physician's Certificate, completed by his/her own physician. It shall be the sole responsibility of the employee to make the appointment.~~

An employee not able to return to work following four (4) consecutive days of absences for personal illness must furnish a statement from his/her physician on the fifth day of her/his absence from work on the appropriate District form(s) before returning to his/her assignment and in order to secure his/her pay check. The employee may be required to have a medical examination by the District designated Physician before returning to his/her assignment.

3. School Service Assistan: absences due to physical injury resulting from school-related assault shall not be chargeable against sick leave and the School Service Assistant's regular gross earnings shall be maintained. The District may equitably extend the technical definition of assault in appropriate cases.

Regular gross earnings shall be maintained during period of disability, but not subsequent to the receipt of the following categories of benefits, for which the employee if eligible shall apply: (1) normal retirement or disability retirement benefits, or (2) Old age and Retirement Social Security benefits (normal or early) or Disability Social Security benefits; failure of an employee to apply for such benefits shall disqualify the employee from further receipt of assault pay benefits under this section. Before an employee can be disqualified, the District must notify the employee of his obligation to apply for benefits.

Annual Workers' Compensation benefits, normal retirement or disability retirement benefits (1) above or Social Security benefits (2) above, paid relative to the same disability may be offset by the District against assault pay benefits, payable under this section.

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

- C. 1. **Illness Leave** - Prolonged illness 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) subsequent to the exhaustion of the employee's sick leave bank. Approval of illness leave will be contingent upon presentation of a physician's statement.

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: December 16, 2009    DPS Proposal: As Is    Modified \_\_\_\_\_  
DPS Initials: [Signature]  
Union Initials: [Signature]  
TA'D Date: 4/29/10

---

ARTICLE XVIII  
OTHER BENEFITS

C. 2. **Maternity Leave**

Except as specifically provided otherwise in this Article, absences from work, which are associated with pregnancy, childbirth and child care, shall be subject to the respective regular School District provisions as applicable for approved illness absence.

For eligible employees (one year of service and 1,250 hours worked in past 12 months), maternity leaves shall be governed by the Family and Medical Leave Act (FMLA) of 1993. Under the FMLA, eligible employees are allowed up to 12 weeks (in a rolling 12-month period) of job and benefit protected leave.

~~The intent of this District Statement of Policy is to establish personnel practices and conditions concerning maternity.~~

~~Absences from work which are associated with pregnancy, child birth, and child care shall be subject to the respective regular District provisions as applicable for approved illness absence, Leave of Absence for illness (without pay because sick bank is exhausted), approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in this Statement of Policy).~~

~~Effective the 1995-96 school year, the School District of the City of Detroit shall maintain the members health insurance while on maternity leave. Upon the Members return to the School District of the City of Detroit employment she shall have deductions taken out of her pay to compensate the School District of the City of Detroit for the monies spent to keep her health insurance current.~~

~~Since continuing to work, disability absence, and return to work are predicated on medical conditions, the failure of a pregnant employee to give required notice and submit the required medical evaluations and/or certifications from her physician shall be cause, at the discretion of the District, after 10 days notice, to place the employee on Leave of Absence for Personal Business.~~

a. ~~Requirements for Continued Work~~

- ~~(1) The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.~~
- ~~(2) In order to provide for maximum continuity of instruction, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative dates shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.~~
- ~~(3) An employee may continue work in her current assignment provided that the employee shall submit Form 4306, Medical Office Physician Certificate – Maternity (Only) from her personal physician which shall certify the anticipated date of delivery; and that she is able to work in her current assignment; and further, provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.~~

b. **Requirements for Approved Illness, Absence for Disability (Illness) with Pay, or Leave of Absence for Illness (without pay because sick bank is exhausted):**

For eligible employees (one year of service and 1,250 hours worked in past 12 months), leaves shall be governed by the Family and Medical Leave Act (FMLA) of 1993. Under the FMLA, eligible employees are allowed up to 12 weeks (in a rolling 12-month period) of job and benefit protected leave.

- (1) The date of leaving work because of disability shall be determined by the employee and her/his physician provided that it is certified by the employee's personal physician and confirmed by the District's designated Physician Office of Medical Screening that the employee is unable to work.
- (2) During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her/his sick leave bank subject to all provisions for illness absence, provided that disability to work is certified by her/his personal physician and confirmed by the District's designated Physician Office of Medical Screening.
- (3) An employee shall not move from any unpaid Leave of Absence status to paid disability absence status.
- (4) An employee shall not move from a disability absence to an approved absence without pay except that the employee may request an approved absence without pay within the last four (4) weeks preceding the ending of a semester.

c. **Requirements for Leave of Absence for Personal Business Without Pay:**

An employee shall upon request be granted Leave of Absence for Personal Business for absences which are not disability absences but are related to the preparation for childbirth and/or the care of a newborn or newly adopted child. Such leave of Absence is subject to the regular provisions for Leave of Absence for Personal Business except that the instructional employee shall specify a Leave of more than four (4) weeks to end at the change of a semester which falls within twenty-four (24) months of the date of the beginning of the Leave.

d. ~~**Requirements for Return to Work:**~~

~~(1) After childbirth, the employee's return must be approved by the employee's personal physician and the Office of Medical Screening.~~

~~(2) During the period of absence because of disability, or approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for approved illness absence, and the regular procedures for approved absence without pay.~~

~~(3) Regular conditions and provisions applicable to returns to active employment from illness absences, Leave of Absence for Illness, Leave of Absence for Personal Business or resignation shall apply.~~

e. **Related Conditions:**

(1) Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of Absence shall apply.

(2) The decision of the Office of Medical Screening is binding except that if an employee is not satisfied with the decision of the Office of Medical Screening, as to her ability or disability for work, the employee may appeal the decision under the following conditions: The Board Medical Office shall provide a list of at least three appropriate specialists. The employee shall consult any one of those designated at her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.

(3) The Office of Personnel Human Resources may require a medical examination by the School District of the City of Detroit Office of Medical Screening for District's designated physician of an employee at any time the employee's ability or disability for work is questioned.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE XVIII  
OTHER BENEFITS

3. **Study Leave**

Study leave may be granted to permit enrollment in a State-certified training institution or in an institution accredited by the North Central Association. The leave must be for a specified length of time. Early return will be possible only if a vacancy exists in the employee's building. Proof of course completion, except in extenuating circumstances, must be presented to the principal along with the request for return to duty. A copy of the certificate of completion or transcript will be forwarded to the Personnel Office to be included in the employee's personnel file.

4. **Military Leave**

A School Service Assistant entering any of the armed services of the United States will be granted a leave without pay for any leave covered by the Uniform Services Employment and Reemployment Rights Act when enrolled and assigned to active duty -- including the Red Cross and the Merchant Marine -- will be granted a leave without pay when enrolled and assigned to active duty. If he/she applies for reinstatement with the District within ninety (90) days after his/her separation from the armed services, and if he/she is still qualified and competent, he/she will be reinstated in his/her former position (or like position) in the department where he/she was serving when the leave was granted. A photo static copy of his/her military record must be filed with the Office of Personnel. He/she will return at the salary rate which he/she would have attained had he/she not been on leave. Pension credit is given for approved military service. But annuity deposits must be made by the employee.

5. **Personal Business Leave**

~~Personal Business Leave may be granted at the discretion of the District to active unit employees for a period up to one (1) school year. No leave shall be granted to District employees for the purpose of engaging in any employment elsewhere with the exception of leaves for paraprofessional services in foreign lands under United States Government auspices.~~

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager



THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

---

ARTICLE XIX  
INSURANCE

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

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

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

A. **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.

Effective July 1, 2002, group term life insurance shall be increased to \$10,000.

Effective June 1, 2002, retirees shall have their Life Insurance maintained by the School District of the City of Detroit at \$2,000, until their death.

B. **Health Insurance Hospital-Medical-Surgical-Drug-Dental and Vision Insurance**

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

Effective upon ratification by the parties, 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

~~Effective the next open enrollment period for school year 2002-2003, the School District of the City of Detroit shall afford members of this bargaining unit paid health insurance at 90% of premium.~~

- ~~• For eligible employees and their otherwise eligible dependents, hospital-medical-surgical-drug-dental and vision coverage (HMSDDV) shall be provided through plans provided by the District.~~

~~Notwithstanding any other provisions of the HMSDDV Insurance Program, an employee hired or re-hired on or after *EFFECTIVE DATE OF THE CONTRACT OF THE CONTRACT*, shall become eligible:~~

- ~~1) To subscribe in an HMO on the first day of the calendar month after hire, or~~
- ~~2) To subscribe in a PPO or Traditional program after completing (2) years of service. All employees hired or re-hired prior to January 1, 201 shall be eligible to choose the PPO or Traditional HSM plan.~~
- ~~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 the 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.~~
- ~~7) The cost of mammograms, pap smears and prostate screening will be paid for all unit members regardless of the insurance coverage that is selected by the members.~~

- 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 \$1,200 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 prorated the said \$1,200 provided herein. The \$1,200 will be paid for each enrollment year that the employee elects to opt out under this provision.~~

D. **Dental**

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.

~~Full-family insurance coverage includes children who are full-time students up to age 25.~~

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).

~~Full-family insurance coverage includes children who are full-time students up to age 25.~~

F. **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.

~~Effective January 1, 2003, the co-pay for generic equivalent prescription drugs will be three dollars (\$3.00) per prescription and co-pay for non-generic prescription drugs will be eight dollars (\$8.00) per prescription. If there is no generic equivalent, the co-pay will be three dollars (\$3.00) per prescription.~~

~~Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than 30 days. There will be no co-pay for the service.~~

G. **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

~~Effective January 1, 2003, the Emergency Room co-pay for non-emergency care will be fifty dollars (\$50.00) per visit.~~

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 26, 2010    DPS Proposal:    As Is \_\_\_\_\_ Modified \_\_\_\_\_  
DPS Initials: G. Bobb  
Union Initials: BJ  
TA'D Date: 4/29/10

---

ARTICLE XX  
~~EVALUATIONS, COMPETENCE AND TERMINATION PROCEDURES~~  
EMPLOYEE PERFORMANCE EVALUATION AND DISCIPLINE PROCEDURE

A. Performance Evaluation

~~Performance evaluations shall be aligned with the Detroit Public Schools Performance Evaluation Process. The employer shall evaluate employees at least once a year using an established form.~~

~~After consultation with the Union, the employer will provide a performance evaluation tool which will include but will not be limited to the following performance factors:~~

- ~~\_\_\_\_\_ Job Knowledge and Skill~~
- ~~\_\_\_\_\_ Quality of Work~~
- ~~\_\_\_\_\_ Efficiency of Work~~
- ~~\_\_\_\_\_ Attendance~~
- ~~\_\_\_\_\_ Team Effort and Leadership~~

Such evaluations shall be discussed in a conference between the employee and his/her administrator/supervisor. Employees retain the right to place rebuttal information in their file regarding an evaluation and to have copies of any and all items placed in their personnel records both at the local school and the central system.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: December 16, 2009    DPS Proposal: As Is    Modified \_\_\_\_\_  
DPS Initials: D.D.C.  
Union Initials: U  
TA'D Date: 4/29/10

---

ARTICLE XXI  
SELECTION AND COMPOSITION - SCHOOL ADVISORY COMMITTEE

A. **Selection of School Advisory Committee**

~~School Advisory Committees are organized at the local school level and are designed to assist the principal in personnel matters involving School Service Assistants. Members of the School Advisory Committee shall be selected in the following manner by the local school administrator or his designee, the local Council Chairperson, or the chairperson of the equivalent body as determined by the principal (administrator), and the building Union representative.~~

~~Such selection shall take place by the end of the fourth calendar week of the fall semester. The principal, pursuant to the provisions contained herein, shall apprise members of the School Advisory Committee of their general duties and responsibilities and convene the committee as often as required in order to carry out designated duties and responsibilities. The committee roster shall be submitted to the appropriate administrator, Department of Grant Procurement, within two weeks of the date that the committee is established.~~

B. **Composition of School Advisory Committee**

**Composition of the School Advisory Committee shall be:**

- ~~1. A representative employed at the local school, who may be a certified or non-certified employee, as identified by the principal -- (such person may be the principal or his designee);~~
- ~~2. The building Union representative of the school or a School Service Assistant in the building as identified by the building representative;~~
- ~~3. The Council Chairperson or other member of the Council as designated by said Council Chairperson;~~
- ~~4. Two representatives as identified by the Council Chairperson after consultation with the principal.~~

- a. ~~a parent of a child who is attending the school, and~~
- b. ~~a community person at large living within the attendance area of the school.~~

~~The continuity of the School Advisory Committee shall be maintained to the extent possible for the entire school year. In the event a vacancy occurs, the newly appointed member shall be identified according to these provisions. When the School Advisory Committee is convened and the building Union representative is acting as the representative of the School Service Assistant, such building representative shall designate a School Service Assistant in the building to sit on the committee in accordance with this provision.~~

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: December 16, 2009    DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_  
DPS Initials: J. deG  
Union Initials: DT  
TA'D Date: 4/29/10

---

ARTICLE XXVII  
ACADEMIC OPPORTUNITY

- G. All Early Childhood School Service Assistants must possess one of the following credentials required by the Michigan Department of Education ("MDE") in order to work in a prekindergarten classroom:
- Child Development Associate Credential (CDA), or
  - Associate Degree in Early Childhood/Preschool Education or Child Development,
  - 120 clock hours of documented professional development in early childhood education offered by approved training organizations and approved by the MDE.

All Early Childhood School Service Assistants without the requisite credential by June 2010 will not be able to continue employment in the Detroit Public Schools Early Childhood Program.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #16 (REVISED)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE XXVII  
AGENCY SHOP

A. The District shall deduct from the pay of each employee from whom it receives a written, dated authorization to do so, the required amount of funds for payment of Union dues or for agency shop fees.

Such funds, accompanied by a list of employees from whom they have been deducted, and the amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made.

To the extent the Union owes the District money for reimbursement of Union employees' salaries and benefits, the District and the Union shall meet to develop a plan to satisfy the arrearage. In the event the Union fails to comply with the arrearage plan, the District shall take necessary steps to satisfy the debt.

The Union will notify the District forty (40) days prior to any change in such dues.

G. The District shall inform all new employees within sixty (60) days of hire of their obligation under this Section. The Union will provide Membership Cards to the District at no cost to the District for distribution to the new employee upon hire.

H. Failure of an employee to comply with this provision shall be cause for his/her termination.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager



PROPOSAL #17 (REVISED)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE XXVIII  
DESCRIPTIONS OF JOB RESPONSIBILITIES

In a Letter of Understanding, it was agreed by the parties that descriptions of job responsibilities of all School Service Assistant classifications would be forwarded to appropriate administrative staff.

All School Service Assistant classifications and descriptions of job responsibilities will be made available in the Division of Human Resources.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
 AND  
 THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
 SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 26, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE XVII  
 SALARY ADJUSTMENT

B. Pay steps for bargaining unit members will be adjusted and paid according to the salary schedule below effective July 1, 2010 through the duration of this Agreement.

SSA (30 hours, 35 hours and 40 weeks)

Present Pay Scale

Step	Hourly	Annual (30 hours)
1	7.40	8,658
2	7.40	8,658
3	7.48	8,752
4	9.44	11,045
5	11.33	13,257

New Proposed Pay Scale

Step	Hourly
1	9.48
2	10.94
3	11.94
4	12.00
5	13.00

**Family Service Workers (SSAs) (30 hours, 35 hours and 41 weeks)**

Present Pay Scale

Step	Hourly	Annual (30 hrs)
1	11.72	13,713
2	13.06	15,281
3	14.04	16,427

New Proposed Pay Scale

Step	Hourly
1	12.72
2	13.80
3	15.00

**Computer Science (30 hours and Summer)**

Present Scale

Step	Hourly	Annual
1	13.96	16,334

New Proposed Pay Scale

Step	Hourly
1	14.96
2	15.80
3	16.53

**Computer Science (30 hours and Summer, with Degree)**

Present Pay Scale

Step	Hourly	Annual
1	15.53	18,171

New Proposed Pay Scale

Step	Hourly
1	15.53
2	16.53

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 26, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

---

LETTER OF AGREEMENT  
PROFESSIONAL DEVELOPEMNT

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

The District will, in consultation with the Union, endeavor to identify a professional development curriculum for School Service Assistants, Computer Science and Family Service Workers that is focused on raising student achievement. The District reserves the right to make the final determination of professional development.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

---

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 #21 (REVISED)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
COUNTER PROPOSAL TO  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
SCHOOL SERVICE ASSISTANTS, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE V  
GENERAL DESCRIPTION OF WORK

C. School Service Assistants as Substitutes

The Chief Executive Officer or his/her designee shall issue a written directive to school administrators indicating that School Service Assistants are not to be used as substitute teachers, but are to be used to assist members of the instructional staff in carrying out their duties and responsibilities. Administrators who use School Service Assistants as substitute teachers will be held accountable.

Members of this bargaining unit shall not be used as substitutes, per the laws of the State of Michigan governing teaching certificates, and of the United States in regards to the Title I law, except for temporary emergency supervisory duty where the welfare of pupils are involved.

D. If a student is disrupting regular activities, a bargaining unit may report the action to the teacher responsible for the student in writing. In the event there is no teacher responsible for the student at the time of the incident or the employee is unable to identify the teacher responsible, the employee may submit a written report of the incident to the worksite supervisor. The supervisor will take the appropriate action.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement  
between  
The School District of the City of Detroit  
and  
The Detroit Federation of Para-Professionals  
Local No. 2350, AFT, MFT, AFL-CIO**

---

**INSTRUCTIONAL REFORM – PRIORITY SCHOOLS**

The School District of the City of Detroit (“District”) and the Detroit Federation of Para-Professionals, Local 2350, (“Union”) agree, by their representatives’ signatures below, to abide by the following procedures for the establishment of Priority Schools.

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

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

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

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



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

5. There shall be an extended day/school year for the Priority Schools contingent upon funding. If the Priority Schools have an extended school year, members of the bargaining unit shall be paid at their regular hourly rate. Any hours worked beyond the regular school day will be paid at the hourly rate and in compliance with the Fair Labor Standards Act (FLSA).
6. Upon selection to serve in a Priority School, a member will be required to complete prescribed professional development specifically designed to meet the instructional needs of the Priority Schools. During employment at a Priority School, members selected and assigned to a Priority School shall do so with the understanding that their ongoing assignment at the Priority School shall be contingent upon staff meeting evaluative criteria in an annual review process.

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

A member who is not meeting the evaluative criteria required by the Priority School, using supportive evidence and data, will be informed of the basis for evaluative findings and may be subject to termination based upon the evaluative findings.

7. In the event a member decides not to return to the Priority School or the Principal advises a member that he/she will not be retained for the following school year, the District shall post the position and the Principal will interview and select a replacement.
8. In the event a member decides not to return to the Priority School or the Principal advises a member that he/she will not be retained for the following school year, that member shall maintain the same rights as any other Union member and be referred to the Division of Human Resources for placement in a vacancy.
9. District-wide layoffs shall occur in accordance with the layoff provisions of the collective bargaining agreement. However, should the district decide to retain members assigned to Priority Schools who would otherwise be laid off, the member with the next highest seniority shall be released from their current assignment until a vacancy becomes available for which the member is qualified.
10. All other members of the bargaining unit who are laid off shall maintain the same rights as any other member.

For the Union:

Debra Jackson

\_\_\_\_\_

Date:

4/29/10

For the School District of the City of Detroit:

Gwendolyn A. deCort

\_\_\_\_\_

Date:

4/29/10

Approved: \_\_\_\_\_

Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement  
between  
The School District of the City of Detroit  
and  
The Detroit Federation of Para-Professionals  
Local No. 2350, AFT, MFT, AFL-CIO**

---

**INSTRUCTIONAL REFORM - SCHOOL-BASED PERFORMANCE BONUS**

The School District of the City of Detroit ("District") and the Detroit Federation of Para-Professionals, Local 2350, ("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:

*Debra Parks*  
\_\_\_\_\_  
\_\_\_\_\_

Date: *4/23/10*

For the School District of the City of Detroit:

*Gwendolyn A. deGonik*  
\_\_\_\_\_  
\_\_\_\_\_

Date: *4/29/10*

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement  
between  
The School District of the City of Detroit  
and  
The Detroit Federation of Para-Professionals  
Local No. 2350, AFT, MFT, AFL-CIO**

**INSTRUCTIONAL REFORM – SHARED DECISION-MAKING**

The School District of the City of Detroit (“District”) and the Detroit Federation of Para-Professionals, Local 2350, (“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 1<sup>st</sup> 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]*  
\_\_\_\_\_  
\_\_\_\_\_

Date:

*4/29/10*

For the School District of the City of Detroit:

*[Handwritten Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

Date:

*4/29/10*

Approved:

\_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

**Settlement Agreement  
Between  
The School District of the City of Detroit  
and  
The Detroit Federation of Para-Professionals  
School Service Assistants, Local No. 2350, AFT, MFT, AFL-CIO**

It is hereby agreed by and between the School District of the City of Detroit and the Detroit Federation of Para-Professionals, School Service Assistants, Local No. 2350, AFT, MFT, AFL-CIO, 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 July 1, 2003 through June 30, 2014;
2. All provisions of the expired Agreement not specifically changed herein are carried forward into this Agreement.

For the Detroit Federation of Para-Professionals,  
School Service Assistants, Local No. 2350, AFT,  
MFT, AFL-CIO

*Donna Jackson*

For the School District of the City of Detroit

*Gwendolyn A. deGorh*

Date: 4/20/10

Date: 4/29/10

APPROVED: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

Date: \_\_\_\_\_