

**SETTLEMENT PROPOSALS
BETWEEN**

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

TO

**THE DETROIT FEDERATION OF
PARAPROFESSIONALS,
SCHOOL SERVICE ASSISTANTS
LOCAL 2350, AFT, NFT, AFL-CIO**

MARCH 15, 2013

Settlement Agreement

Between
The School District of the City of Detroit
and
The Detroit Federation of Paraprofessionals,
School Service Assistants, Local 2350

It is hereby agreed by and between the School District of the City of Detroit and the Detroit Federation of Paraprofessionals, School Service Assistants, Local 2350 in final settlement of all outstanding issues under negotiation as follows:

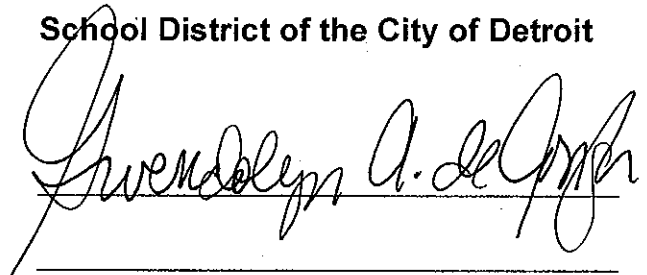
1. All provisions of the current Collective Bargaining Agreement ("Agreement") (July 1, 2003 through June 30, 2014) not specifically changed herein are carried forward into this Agreement.
2. The parties' Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be extended through June 30, 2016.

Detroit Federation of Paraprofessionals



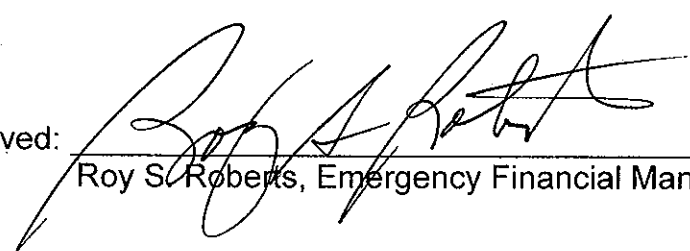
Dated: March 18, 2013

School District of the City of Detroit



Dated: March 19, 2013

Approved:



Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 3/19/13

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.

A District employee covered by this agreement shall return to work as directed by the District within five (5) calendar days of the date of the notice of assignment letter or three (3) calendar days if notified by telephone or email (absent extenuating circumstances as determined by the District). Failure to respond to the written notice within the timelines above will result in the employee being considered as a voluntary quit and the District shall be under no further obligation to the employee.

It shall be the responsibility of the employee to notify the District of any change of mailing or email addresses and telephone number immediately after such change.

~~Recall shall be by written notice to the employee's last known address on file with Human Resources, and shall require that person to contact Human Resources within seven (7) calendar days. If an employee fails to contact Human Resources, he/she shall be considered a quit. Laid off employees shall be maintained on a recall list for a period of one 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 (3rd) 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. 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: [Signature]
 Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified

DPS Initials: *P. [Signature]*

Union Initials: *[Signature]*

TA'D Date: 3/19/13

**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.

Step 1

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Principal for Noon-Hour Aides and for food service employees to the applicable supervisor or his representative within fourteen (14) calendar ten (10) working days from the time that the event took place or within fourteen calendar ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the principal or the applicable unit head shall arrange for a conference within seven (7) calendar five (5) working days after receipt of the grievance.

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

The principal or the applicable unit head shall render a decision and communicate it in writing to each grievant, the Union, and the DPS Office of Labor Relations Contract Management within seven (7) calendar five (5) working days after the completion of the conference.

Step 2 – Appeal to Chief Executive Officer

Within twenty-one (21) calendar fifteen (15) working days after receipt of the decision of the principal or the applicable unit head, the Union may appeal to the Chief Executive Officer (through the Office of Labor Relations Contract Management) the decision rendered by the principal or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the applicable unit head.

The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within twenty-one (21) calendar ~~fifteen (15) working~~ days after receipt of the appeal request. Within twenty-one (21) calendar ~~fifteen (15) working~~ days after the conference, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union, and the principal or the applicable unit head.

Step 3 – Arbitration

If a grievance is not satisfactorily settled at Step 2, the Union may within thirty (30) calendar ~~twenty (20) working~~ days file for arbitration in accordance with the following:

- a. In writing, submit to the other party a Demand for Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) calendar working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission or the American Arbitration Association by mutual agreement of the parties, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing no later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be advisory only and not binding upon the parties.

- b. Or if party so requests, the School District and Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within twenty-one (21) calendar ~~fifteen (15) working~~ days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

Approved: _____


Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified

DPS Initials: J. Lee

Union Initials: sj

TA'D Date: 3/19/13

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.

The longevity payment is suspended for the duration of the contract.

Approved: Roy S. Roberts
Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified ___

DPS Initials: R. de J

Union Initials: DJ

TA'D Date: 3/19/13

ARTICLE XVIII
OTHER BENEFITS

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. The payout of sick days upon retirement is suspended for the duration of the contract. The payout of sick days is suspended for the duration of the contract.

3. ~~School Service Assistant 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. Upon termination from employment with the District all benefits will end (workers compensation will apply as provided by the laws of the State of Michigan).

- 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.

Approved: _____


Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified

DPS Initials: D. det.

Union Initials: sj

TA'D Date: 3/19/13

**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.

B. Health Insurance

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

Effective January 1, 2014 ~~Effective upon ratification by the parties~~, bargaining unit members who elect health insurance coverage will be eligible to receive coverage under an one-of-two HMO plans or a one-of-two PPO plans.

Employees choosing HMO coverage will be required to pay 20%~~10%~~ of the annual premium cost via payroll deduction.

Employees choosing PPO coverage will be required to pay 20%~~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

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 ~~20%~~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. **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.

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.

H. **Health, Dental and Vision Reopener**

There will be a re-opener for health, dental, and optical insurance benefits for fiscal years 2014-2015 and-2015-2016.

Approved: _____


Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified

DPS Initials: D. de G

Union Initials: DJ

TA'D Date: 3/19/13

**ARTICLE XXVII
AGENCY SHOP UNION MEMBERSHIP DUES OR AGENCY FEE**

- 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.

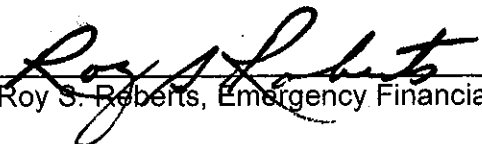
The Union will notify the District forty (40) days prior to any change in such dues.

- B. All employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of the Union, shall within sixty (60) days of the effective date of this provision, or within sixty (60) days of the date of hire by the District, whichever is later, become members, or in the alternative, shall within sixty (60) days of the effective date of this provision, or within sixty(60) days of their date of hire by the District, whichever is later, as a condition of employment, pay to the Union each month a service fee in the amount equal to the regular monthly Union membership dues uniformly required of employees of the District who are members.
- C. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
- D. The District shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or service fees.
- E. The Union agrees that in the event of litigation against the District, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold

harmless the District, its agents or employees for any monetary award arising out of such litigation.

- F. 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.
- G. Failure of an employee to comply with this provision shall be cause for his/her termination.
- H. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

Approved: _____


Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified

DPS Initials: G. de G

Union Initials: DR

TA'D Date: 3/19/13

ARTICLE XXIX
 MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The School District of the City of Detroit District reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the School District of the City of Detroit reserves the right to govern and manage the District in all respects, ~~except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. However, all District policies and procedures of which the Union has notice and which do not conflict with the Collective Bargaining Agreement are part of the Collective Bargaining Agreement. The parties both recognize the possibility that emergency situations may arise in which prior notification is not feasible.~~
- ~~B. The parties will meet annually to identify those practices which conflict with the Collective Bargaining Agreement and/or District policy. Only practices identified and agreed to may be relied upon as a defense for purposes of grievances or arbitrations.~~
- C. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit I, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Approved: Roy S. Roberts
 Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified

DPS Initials: *D. deG*

Union Initials: *DJ*

TA'D Date: 3/19/13

**NEW ARTICLE XXXI
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.

E.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: _____


Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified

DPS Initials: D. J. Q.

Union Initials: DJ

TA'D Date: 3/19/13

ARTICLE XXXIII
DIRECT DEPOSIT/DEBIT CARD

The District has the right to and will implement, at its discretion, the payment of wages to employees covered by this agreement through direct deposit or a payroll debit card and issue pay advices electronically in accordance with state law.

Approved: _____


Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is _____ Modified _____

DPS Initials: R. Roberts

Union Initials: sj

TA'D Date: 3/19/13

ARTICLE XXXIV
CHANGE AND TERMINATION

~~This Agreement shall remain in full force and effect until June 30, 2002 and, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party in writing at least ninety (90) days prior to any anniversary date of this Agreement of its desire to terminate or modify this Agreement. However, it may be continued on a day-to-day basis by the mutual agreement by both parties. Such written notice of termination or modification shall be sent registered or certified mail to the other party.~~

The parties will revise the prior agreement to modify dates. The agreement shall be revised to reflect an expiration date of June 30, 2016.

Approved: _____

Roy S. Roberts

Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified

DPS Initials: D. de F

Union Initials: DJ

TA'D Date: 3/19/13

ARTICLE XXXIIV

DURATION

~~This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 1999 through June 30, 2002.~~

The collective bargaining agreement between the School District of the City of Detroit and the Detroit Federation of Para-Professionals, Local 2350 effective July 1, 2003 through June 30, 2014 is modified, renewed and extended with an expiration date of June 30, 2016.

Approved: _____

Roy S. Roberts
Roy S. Roberts, 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: March 15, 2013

DPS Proposal: As Is Modified

DPS Initials: D. J. J.

Union Initials: AV

TA'D Date: 3/19/13

ARTICLE XVII
SALARY ADJUSTMENT/COMPENSATION

F. SALARY SCHEDULES

1. The economic concessions, including but not limited to reducing the base wage scale by 10% currently in operation will remain in effect for the duration of this Agreement.
2. There will be a wage reopener for the 2014-2015 fiscal year and/or the 2015-2016 fiscal year.
3. Bonus

To the extent that the District is able to generate a surplus after operating debt service payments and generate a reduction in the General Fund accumulated deficit, a one-time bonus would be paid to members of the Detroit Federation of Paraprofessional Members (SSAs). The terms and conditions for payment of this one-time bonus are as follows:

- a. For each \$7 million reduction (before the one-time bonus and with no proration) in the General Fund accumulated fund deficits generated during the fiscal year ended June 30, 2013, June 30, 2014 and June 30, 2015, each qualified SSA member will receive a 1% one-time salary and wage bonus.
- b. The maximum bonus percentage is five percent (5%) of an eligible employees base salary earned during the respective bonus year.
- c. The amount of any one-time bonus will be calculated based on the District's audited financial statements for the respective fiscal year ended. The bonus will be paid by December 31st following the end of the respective fiscal year in which the one-time bonus was generated.
- d. To qualify for the bonus for a respective year, an employee would be required to be employed by the District on November 20th, following the year the bonus was earned.
- e. There is no guarantee that a bonus will be generated and the results of the District's audited financial statements for the respective fiscal year are final.

Approved: Roy S. Roberts
 Roy S. Roberts, Emergency Financial Manager

**Letter of Understanding
between
The School District of the City of Detroit
and
The Detroit Federation of Para-Professionals Local 2350
School Service Assistants, Local 2350**

By their representatives' signatures below, the Detroit Federation of Para-Professionals ("the Union") and the School District of the City of Detroit ("District") agree to modify the parties' Collective Bargaining Agreement as follows:

1.0 Early Childhood School Service Assistants in the Great Start Readiness Program ("GSRP")

The parties agree that the District has a need to retain qualified individuals who serve as Early Childhood School Service Assistants assigned to the Great Start Readiness Program.

2.0 Duration. The term of this Agreement will begin on the execution date of this agreement and end on June 30, 2015.

3.0 Compensation. The annual base salary of Early Childhood School Service Assistants in the Great Start Readiness Program shall remain the same and these employees shall be paid in accordance with normal payroll procedures.

4.0 Retention Bonus. The parties hereby agree that all Early Childhood School Service Assistants in the Great Start Readiness Program who have a 120 Clock Hour Letter approved by the Michigan Department of Education, a Childhood Development Associate Certificate, an Associate's Degree in Early Childhood or will receive an Associate's Degree in Early Childhood by June 30, 2013 and agree to remain in their position for the 2013-2014 and 2014-2015 school years, will receive a one-time \$750.00 Retention Bonus either on or before June 30, 2013 or upon receipt of the Associate's Degree, whichever is applicable.

5.0 Termination of Employment. The parties further agree that any Early Childhood School Service Assistant who receives a retention bonus described in this Agreement and is terminated for cause before ~~at any point before~~ the expiration date of this Agreement shall reimburse any earned retention bonus.

5.1 For the purposes of this Agreement, "cause" includes, but is not limited to, a termination based upon a work rule violation, job abandonment, or unsatisfactory performance pursuant to the District's Performance Evaluation Tool.

5.2 Employees who are laid off during the course of this Agreement shall not be required to reimburse any earned retention bonus received.

5.3 Any employee who receives a retention bonus and voluntarily leaves, for other than good cause, District employment prior to the two year commitment described in paragraph 4.0 of this Agreement will be required to reimburse the District for the entire \$750.00 retention bonus within 60 days of his or her separation from the District.

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

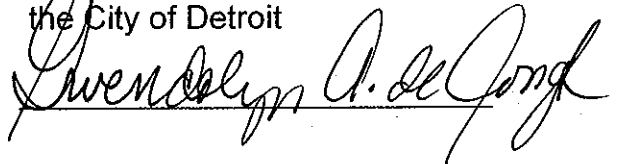
7.0 **Modification.** No provision of this Agreement may be modified, altered, or amended, except by agreement of the District and the Union.

This Agreement will expire June 30, 2015.

For the Union



For the School District of
the City of Detroit



Dated: March 18, 2013

Dated: March 19, 2013

Approved :



Roy S. Roberts, Emergency Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
School Service Assistants, Local 2350

Proposal Date: March 15, 2013

DPS Proposal: As Is ___ Modified ___

DPS Initials: _____

Union Initials: Dj _____

TA'D Date: _____

ARTICLE XXXII
CRIMINAL HISTORY RECORD CHECK

A. Criminal History Record Check

In the event that a District employee covered by this Agreement is laid off, or on an approved leave of absence or otherwise separated from the District for six months or more, he/she shall be subject to a criminal history record check which includes fingerprinting at the employee's expense and a drug test before he/she is returned to service with the District.

Approved: _____


Roy S. Roberts, Emergency Financial Manager