

A G R E E M E N T

between

THE DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

and the

DETROIT FEDERATION OF

PARA-PROFESSIONALS

Local No. 2350, AFT, MFT, AFL-CIO

July 1, 2017 through June 30, 2020

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AGREEMENT

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 2017 and shall continue in effect through June 30, 2020.

ARTICLE 1 - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth wages, hours, terms, and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the school children of the City of Detroit, the District, the employees, and the Union.

The Parties recognize that the interest of the community and the job security of the employees depend upon the District's success in establishing and maintaining proper service to the community.

To these ends, the District and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2 – RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment for the term of this Agreement of all employees of the District included in the bargaining unit described in Certification of Representative issued by the Employment Relations Commission, Case No. R71 E-208, as follows: All School Service Assistants employed by the School District of the City of Detroit, excluding supervisors, all employees currently represented by other labor organizations and all other employees.

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY

The parties recognize and agree that neither shall discriminate against any employee because of race, religion, color, creed, sex, age, national origin, political belief, marital status, height and weight, or membership in or association with the activities of any Union. The parties will work together to assure equal employment opportunities for all.

ARTICLE 4 - PROHIBITION AGAINST STRIKES

There shall not be any strike action of any type engaged in, or encouraged, by the Union against the District. The Union will take affirmative steps to discourage and prevent strike action against the District by its members.

ARTICLE 5 - GENERAL DESCRIPTION OF WORK

The parties agree that in the new contract and in materials developed after ratification and approval of the contract, the term "School Service Assistant" shall be changed to "Para Educator" to reinforce the fact that the primary responsibility of this position is to assist in the instruction of students under the supervision of a teacher; however, it is understood and agreed that current job duties and the job description will not change as a result of such title change.

The service of the Para Educator shall be to provide instructional support services under the direct supervision of the teacher.

A. Para Educators as Substitutes

The Chief Executive Officer or his/her designee shall issue a written directive to school administrators indicating that Para Educators 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 Para Educators 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.

- B. Para Educators, working under teacher guidance, may be assigned to a maximum of two (2) different teachers in any given day, and to a maximum of ten (10) different teachers in any given week. Where Para Educators also work under the guidance of office staff, counselor, department heads, or other personnel, the number of teachers to whom the Para Educator may be assigned must be adjusted accordingly.
- C. If, in the opinion of the Para Educator, a student is disrupting regular activities, he/she may report the action to the teacher responsible for the student (in writing). In the event there is not a teacher responsible for the student at the time the incident occurs 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 appropriate action and discuss with the employee.
- D. Para Educators, functioning as Transportation Aides, are to perform those duties necessary in assisting the bus driver to maintain maximum safety on school buses and to contribute to the efficient management of student transportation services.
- E. All Para Educators 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.

ARTICLE 6 REPRESENTATION

- A. It is mutually agreed that for the purpose of operating under this Agreement, employees in this bargaining unit shall be entitled to representation by the designation of one (1) building representative per school building or work location where School Service Assistants are employed.
- B. All building representatives shall be full-time employees of the District, except in Buildings where only part-time School Service Assistants who are members of this bargaining unit are employed. The Union shall supply the District with names and addresses of all of its building representatives as well as each of its officers, and directors and shall promptly notify the District of any changes which might occur.
- C. The building representatives, where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the District, shall be permitted reasonable time to investigate the present grievances but shall not receive any extra pay from the District because of the performance of such duties.
- D. The representative shall perform his/her duties as representative without interference with his/her own job functions or the job functions of other employees. Such representative shall not leave his/her job to conduct his/her duties as representative without first securing the approval of the principal or administrator. All Union businesses conducted by the building representative shall be outside the scheduled working day except as otherwise authorized by the principal or administrator.
- E. The Union through its building representative shall assume the responsibility of familiarizing School Service Assistants in the schools with the content of this Agreement.

ARTICLE 7 - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union President and the District, or its designated representatives, upon the written request of either party. Such meeting shall be between no more than four (4) and at least two (2) representatives of each party.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is

requested. Matters taken up at the special conferences shall be confined to those included in the agenda. Such conferences shall be held within ten (10) calendar days after the request is made. This time limit may be mutually extended by the parties.

ARTICLE 8 – ASSIGNMENTS

The assignment of duties and functions of classroom Para Educators shall be the responsibility of the principal or assistant principal of the building. Para Educators shall be informed of their regular assignments at the beginning of the semester. In the event that changes of assignments or duties of Para Educators become necessary during any school year, Para Educators shall be informed as far in advance as feasible and practical. The principal shall maintain the flexibility to make adjustments in assignments for the benefit of the school program. Para Educators shall not be requested to escort students to their homes. In performing assignments, Para Educators are not expected to employ physical restraint.

The assignment of duties and functions of Transportation Aides shall be the responsibility of the administrator in charge of the Student Transportation Department. When assignments are made for Transportation Aides, the administrator in charge of Student Transportation or his designee shall supervise the activities and functions of said aides. The responsibility of the day-to-day duties of Transportation Aides shall rest with the Team Leaders.

ARTICLE 9 - 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

1. Employment will be determined in accordance with specific job openings, local school needs, skills of the persons employed, and in accordance with the Detroit Public Schools Community District personnel policies, project employment requirements, job qualifications, and specifications.
2. New employees will be hired at the starting rate and are defined as employees who have never worked for the Detroit Public Schools Community District before as either a School Service Assistants or Para Educator as identified in the Recognition Clause, Article II.
3. Each work location will keep attendance records for each Para Educator. This information will be made available for the Para Educator's personal information and shall be maintained by the administrator and filed with the employee's evaluation.

4. Para Educators who work as Transportation Aides will be assigned, where feasible, to regular runs with hours ranging from twenty (20) to thirty (30) hours per week pursuant to seniority. All transportation Aides will be hired centrally through the Non-Instructional Personnel Office.

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 500 miles per month per employee.

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

- B. Availability of Funding

1. The continued employment of any employee covered by this Agreement is contingent upon continued allocations and availability of funds by the District for that position. It is intended that all satisfactory Para Educators as identified in the Recognition Clause, Article II, who are assigned at the close of the school year, shall be reassigned to the program when and if the program resumes after refunding, providing their positions have been continued and funded.

When projects extend beyond thirty-nine (39) weeks (ten-month school year) to summer periods, Para Educators who are available for positions will rotate positions until all Para Educators have worked one (1) summer, before rotation begins again.

Where clustering, involving base and feeder schools is involved in the operation of summer schools, the parties agree that the assignment of Para Educators shall be based on the concept of there being a representative number of Para Educators from feeder and base schools. The number of Para Educators assigned to a cluster summer school is to represent directly the proportion of students who are to attend school.

2. The School Advisory Committee, in meeting to consider applicants for any open position, will be instructed to give preference to all eligible released Para Educators applications on file in accordance with this provision.
3. Para Educators whose employment is terminated because of reduction of funds in a given project should be interviewed for employment in other projects in existence at the time in which vacancies have not been filled.

Experienced employees who have not been terminated at the end of the school year because of unsatisfactory performance and who are otherwise qualified, shall have first preference for job vacancies for which they are qualified in other Para Educator projects in the local school for the ensuing school year. The School Advisory Council in meeting to screen applicants for any open positions shall be instructed to hire all laid-off Para Educators who have been laid off due to reduction of funds. (Names shall be on file.)

4. When the District closes a school, and new boundaries are determined for neighboring schools, a list of the names of the laid-off Para Educators shall be forwarded to the newly designated neighborhood schools. Those persons shall be given priority for placement over new hires, with the person having the most seniority at the former school being offered the first vacancy.

C. In Service Training

A Committee composed of three (3) representatives from the union and three (3) representatives from the employer shall meet and structure an in-service program for the para-professionals to up-grade their skills.

ARTICLE 10 – SENIORITY

Para Educators in a Classroom Setting -- when there is a reduction in service, priority for continued employment will be given the Para Educator who holds the required credentials and has the greater building seniority. In the event of equal seniority and credentials in the school building, the following criteria will be used to determine seniority in the school building.

1. Seniority in employment with the Detroit Public Schools Community District; previous experience including Special Projects; and service at other schools or in other positions.
2. In the event this does not resolve the issue, the District and the Union shall meet to establish a workable solution.
3. Building seniority shall include any previous service provided at the school where employment was terminated due to economic necessity and reassignment to the same building did occur. (See Article IX. #3.)
4. Seniority for Bilingual aides will be within the language group specifically for which the aide was hired.

ARTICLE 11 – 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 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 address and telephone number immediately after such change.

Laid off employees shall be maintained on a recall list for a period of one year 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 close.

Para Educators Transportation Aides -- When there is a decrease in the amount of funding for Transportation Aides which forces a reduction in service, priority for continued employment will be given the Transportation Aide whose employment with the District is of longest duration. In the event of equal seniority within the school system, the following criteria will be used to determine the person with greatest seniority:

1. Seniority in employment with the District; previous experience including Special Projects; and service at other schools or in other positions.
2. In the event this does not resolve the issue, the District and the Union shall meet to establish a workable solution.

Recall shall occur in inverse order of seniority.

ARTICLE 12 - GRIEVANCE PROCEDURE

A sincere attempt shall be made to resolve any difference by oral interview between the grievant(s) or the Union and the principal for employees regularly assigned to schools or the applicable unit head/supervisor for employees not regularly assigned to schools before the difference becomes formalized as a grievance. If an issue cannot be resolved informally, it shall be settled in accordance with the following procedures:

Step 1

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Principal or his representative within fourteen (14) calendar days from the time that the event took place or within fourteen calendar 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 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 DPSCD Office of Labor Relations within seven (7) calendar days after the completion of the conference.

Step 2 – Appeal to Chief Executive Officer

Within twenty-one (21) calendar 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 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 days after receipt of the appeal request. Within twenty-one (21) calendar 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 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 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 not 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 either 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 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.

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

The Union shall submit any such grievance in writing to the Chief Executive Officer through the Office of Labor Relations fifteen (15) working days following the act or condition which is the basis for the grievance.

The Chief Executive Officer, or his/her designated representative, shall meet with the concerned parties. Within fifteen (15) school days after receipt of the grievance, the Chief Executive Officer shall render a written decision which shall be forwarded

to the Union.

The decision of the Chief Executive Officer may be appealed to arbitration under the provisions of Step 3 above.

General Grievance Powers

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

The resolution of all grievances shall be in accordance with the procedures which are a part of this Agreement. If the grievant fails to appear at a scheduled grievance conference scheduled at the Union's request, the grievance shall be considered resolved.

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

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

Computation of Back Wages and Overpayment

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 pay.

ARTICLE 13 - PERSONNEL RECORDS AND FILES

- A. Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. They are available only for administrative and supervisory use, but they are accessible, with the exceptions noted below, to the individual employee concerned.
- B. The individual employee may examine his own record with the Chief Executive

Officer or his/her designee. The exceptions include tests and reports from the Office of Medical Screening, Psychological Clinic, committees acting in selection or promotion processes, placement bureaus, and former employers which might make the District liable to claims of improper disclosure or publication.

- C. The employee may be accompanied by a Union representative during the examination of his record provided that the employee has made a written request to the District indicating that a Union representative will be present.

ARTICLE 14 - PERSONNEL FILES

The District will maintain and make available employee personnel records to bargaining unit members in accordance with the "Bullard-Plawecki Employee Right to Know Act," M.C.L.A § 423.501 *et seq.* The District, upon written request, shall provide employees an opportunity to periodically review their personnel records generally, not more than twice per year.

An employee may also obtain a copy of the information contained in the employee's personnel file. The District reserves the right to charge the actual cost of duplicating said records.

No official report nor any derogatory statement about an employee in this bargaining unit shall be filed and considered part of the employee's permanent record by an administrator or supervisor unless such employee is sent a dated copy within a reasonable time thereafter. The employee shall have the right to submit a response to the report or statement. Such response shall be attached to and filed with the report or the statement in the employee's official personnel file. The employee shall have the right to grieve as to the relevancy of such statements to a current charge upon which personnel action is pending.

ARTICLE 15 – STAFFING and HOURS OF WORK

The work week normally will consist of six (6) hours **and 25 minutes** per day. Any work beyond the **hours set forth above** 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 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.

A. 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.

ARTICLE 16 - SCHOOL CLOSINGS /EMERGENCY CONDITIONS

When students are not required to report to school due to building closures or inclement weather not within the control of school authorities, school-based bargaining unit members in those schools shall not be required to report but shall be paid their regularly scheduled hours of work.

When an individual school closes after the start of the workday due to building problems, bargaining unit members will be dismissed without loss of pay.

When District schools are closed due to emergency conditions and the number of cancelled days becomes less than the State requirement for student attendance without loss of state aid, bargaining unit members shall not be compensated for the make-up or rescheduled days.

ARTICLE 17 - COMMON PREP TIME

The parties agree that, where applicable, bargaining unit members may use the time during the common prep period on Wednesdays to work on record keeping, preparing for assisting students according to teachers' directions, and otherwise working with teachers. If PLC time is scheduled to occur in a building before the common prep period, then bargaining unit members shall use the LOC time for this purpose. It is further understood that, where a bargaining unit member needs access to a computer to input data, such computer access shall be provided during the work day.

ARTICLE 18 - CALENDAR

The calendars for the 2017-18 and 2018-19 school years shall be as previously tentatively agreed and set forth in the attached. However, it is understood and agreed that bargaining unit members shall work one less day in the 2017-18 school year (that is, employees will not be scheduled to work the last day of the teachers' work year, for a total of 184 work days in 2017-18), and that bargaining unit members shall work two less days in the 2018-19 school year (that is, employees will not be scheduled to work the third day of the teachers' work year as well as the last day of the teachers' work year, for a total of 183 work days in 2018-19).

ARTICLE 19 – TRANSFERS AND PROMOTIONS

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

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

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

A. Promotions – Eligibility Pools

1. Upon request from a principal or site administrator, the Department of Human Resource Management and Planning shall post an Announcement for a specific vacancy. This posting will include all qualifications necessary to fill the vacancy. Persons wishing to apply must submit applications in accordance with the directives outlined in said announcement.

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

Unit members currently employed by the District, who wish to apply for a vacancy will be classified in the eligibility pool as either a voluntary transfer or promotion. In addition to the eligibility requirements identified in the announcement, a current employee's eligibility will also be predicated on the following:

- a. He/she must not presently be charged with a disciplinary infraction;
- b. He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement);
- c. He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,
- d. If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one year (12 months prior to the date of posting the announcement);
- e. He/she must have passed the promotional examination.

Applicants who are not currently employed by the District must satisfy the

statutory and District employment policy requirements for employment in addition to the eligibility requirements identified in the announcement.

2. When candidates for a position have been identified, applicant pools will be prioritized in the following order:
 - a. Except as otherwise required by law (including court and arbitrator decisions), displaced person, e.g. due to reconstitution, returns from leaves, other than Workers' Compensation, and F.M.L.A.
 - b. Voluntary transfers;
 - c. Promotions; and,
 - d. Prospective employees

Individual applicants within the pools identified as a, b and c above will be prioritized by seniority, within their respective pool.

The Department of Human Resource Management and Planning will identify the five top applicants for each vacancy consistent with the priorities cited above.

3. Selections for each vacancy will be as follows:

School Locations

- a. The Site Based Management Committee shall interview five applicants identified by the Department of Human Resource Management and Planning.
- b. The Site Based Management Committee shall comment on the qualifications of the five applicants and submit them to the principal.
- c. The principal shall make the final selection.
- d. Failure on the part of the principal to submit a recommended candidate within thirty (30) days, will result in the Department of Human Resource Management and Planning assigning the most senior candidate from the five applicants presented for interview.

Locations Other Than Schools

- a. The Department of Facilities Management and Capital Improvements shall interview the five applicants.

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

B. Transfers

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

Unit members being transferred shall be notified in writing 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 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 recognized that emergency situations may arise in which the above 7 business day notice is not feasible.
3. Whenever there is a need for an involuntary transfer it will constitute a provisional assignment.
4. No voluntary transfers shall be permitted unless the current assignment passes inspection by the Department of Facilities Management and Capital Improvements.

C. Exceptions

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

ARTICLE 20 - COMPENSATION

- A. Consistent with the established salary progression schedule, there shall be five salary steps. The initial salary step shall be at the minimum rate and represent the rate paid to probationary employees as defined in Article XVIII entitled, Evaluation,

Competence, and Termination Procedures. At the end of the first year of employment, such employee shall then progress to Step 2 of the salary schedule providing the employee's probationary period (90 school days from the date of assignment), as defined in Article XVIII B, is satisfactory as noted by his or her local school administrator. He/she shall continue to move to the next salary step as identified in Article XIV Hours of Work, E, paragraphs 1 and 2, provided his/her services are satisfactory. Step 5 shall represent the maximum rate.

A. 2017-18 School Year

1. The Para Educator wage schedule, excluding the Early Childhood and Montessori staff addressed below, shall be changed beginning with the first payroll (February 20, 2018) following the beginning of the second semester as follows:

| | <u>Current</u> | <u>New</u> |
|--------|----------------|------------|
| Step 1 | \$8.90 | \$9.25 |
| Step 2 | \$9.43 | \$10.25 |
| Step 3 | \$10.75 | \$11.25 |
| Step 4 | \$10.80 | \$12.25 |
| Step 5 | \$11.70 | \$13.00 |

2. The Early Childhood and Montessori staff members shall be paid the following beginning with the first payroll (February 20, 2018) following the beginning of the second semester:

| | <u>Current</u> | <u>New</u> |
|--------|----------------|------------|
| Step 1 | \$12.00 | \$12.00 |
| Step 2 | \$---- | \$13.00 |

3. The pay changes set forth below shall go into effect beginning with the first payroll (February 20, 2018) following the beginning of the second semester:

SSA (Para Educator) Computer Science (30 hour)

| | <u>Current</u> | <u>New</u> |
|--------|----------------|------------|
| Step 1 | \$13.46 | \$13.86 |
| Step 2 | \$14.22 | \$14.65 |
| Step 3 | \$14.88 | \$15.33 |

SSA (Para Educator) Computer Science (30 hour) Degreed

| | <u>Current</u> | <u>New</u> |
|--------|----------------|------------|
| Step 1 | \$13.98 | \$14.40 |

| | | |
|--------|---------|---------|
| Step 2 | \$14.88 | \$15.33 |
|--------|---------|---------|

School Culture Facilitator

| | <u>Current</u> | <u>New</u> |
|--------|----------------|------------|
| Step 1 | \$13.98 | \$14.40 |
| Step 2 | \$14.88 | \$15.33 |

Family Case Technician

| | <u>Current</u> | <u>New</u> |
|--|----------------|------------|
| | \$17.09 | \$17.60 |

4. Additional terms for employees on steps:

- a. It is understood and agreed that because the District received additional local revenues in excess of \$12 million for the 2016-2017 school year, excluding one-time payments, that, in accordance with the parties' agreement of October 17, 2016, bargaining unit members on steps in the 2016-17 school year shall move one full step on the wage schedule as of the beginning of the 2017-18 school year, except bargaining unit members who had been on Step 1 for one or more years as of 2016-17, who shall move to Step 3. For example, a bargaining unit employee who was on Step 2 of his/her respective wage schedule during the 2016-17 school year shall move to Step 3 of the schedule as of the beginning of the 2017-18 school year.
- b. Employees, other than Early Childhood and Montessori staff members, who are on steps shall remain on their current step and shall receive the wage increases noted above as of the payroll (February 20, 2018) following the second semester of the 2017-18 school year.
- c. Early Childhood and Montessori staff members who have been employed as of September 1, 2017, shall move to Step 2 of the salary schedule as of the payroll following the second semester of the 2017-18 school year (February 20, 2018), provided they have completed their certification/training as required, approved by the District, and submitted to the Human Resources Department; if a staff member does not have their certification/training completed, approved and submitted as of that time, they shall remain on Step 1, and shall not be eligible to advance a step until the first payroll period following the second semester of the 2018-19 school year; however, the staff member shall not advance to

Step 2 at that time unless the required certification/training is appropriately completed, approved and submitted.

OTHER

- a. In settlement of this successor collective bargaining agreement, as well as to address the Union’s claim that General Education School Service Assistants in the past have worked in excess of their regularly scheduled hours for which the employee was not properly paid, the District and Union agree as follows, which shall resolve such claims for past school years.
- b. The District shall make a bonus payment of \$375 in December 2017 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit employees who were employed as of July 1, 2017, and who are still employed by the District as of the date that such payment is made.
- c. The District shall make a bonus payment of \$375 in December 2018 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit employees who were employed as of July 1, 2018, and who are still employed by the District as of the date that such payment is made.
- d. It is understood and agreed that because these payments are made in the form of a lump-sum bonus, no District retirement contribution shall be made to the Michigan Public School Employees Retirement System (MPSERS) on such payments.

B. 2018-19 School Year

- 1. The Para Educator wage schedule, excluding the Early Childhood and Montessori staff addressed below, shall be changed beginning with the first payroll period following the beginning of the second semester as follows:

| | <u>Current</u> | <u>2017-18</u> | <u>2018-19</u> |
|--------|-----------------------|-----------------------|-----------------------|
| Step 1 | \$8.90 | \$9.25 | \$9.25 |
| Step 2 | \$9.43 | \$10.25 | \$10.25 |
| Step 3 | \$10.75 | \$11.25 | \$11.25 |
| Step 4 | \$10.80 | \$12.25 | \$12.25 |
| Step 5 | \$11.70 | \$13.00 | \$13.55 |

- 2. The Early Childhood and Montessori staff members shall be paid the following beginning with the first payroll period following the beginning of the second semester:

\$15.79

SSA Computer Science (30 hour) Degreed

| | <u>Current</u> | <u>2017-18</u> | <u>2018-19</u> |
|--------|----------------|----------------|----------------|
| Step 1 | \$13.98 | \$14.40 | \$14.83 |
| Step 2 | \$14.88 | \$15.33 | \$15.79 |

School Culture Facilitator

| | <u>Current</u> | <u>2017-2018</u> | <u>2018-19</u> |
|--------|----------------|------------------|----------------|
| Step 1 | \$13.98 | \$14.40 | \$14.83 |
| Step 2 | \$14.88 | \$15.33 | \$15.79 |

Family Case Technician

| | <u>Current</u> | <u>2017-18</u> | <u>2018-2019</u> |
|--|----------------|----------------|------------------|
| | \$17.09 | \$17.60 | \$18.13 |

3. Additional terms for employees on steps:

a. Employees, other than Early Childhood and Montessori staff members, who are on steps other than the top of the wage schedule shall move one step on their respective wage schedule as of the payroll period following the second semester of the 2018-19 school year.

b. Early Childhood and Montessori staff members who have been employed as of September 1, 2018, shall move to Step 2 of the salary schedule as of the first payroll period following the beginning of the second semester of the 2018-19 school year, provided they have completed their certification/training as required, approved by the District, and submitted to the Human Resources Department; if a staff member does not have their certification/training completed, approved and submitted by that time, they shall remain on Step 1.

4. Other [repeated from 2017-18 school year as provisions apply to both years]:

a. In settlement of this successor collective bargaining agreement, as well as to address the Union's claim that General Education School Service Assistants in the past have worked in excess of their regularly scheduled hours for which the employee was not properly paid, the

District and Union agree as follows, which shall resolve such claims for past school years.

- b. The District shall make a bonus payment of \$375 in December 2017 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit employees who were employed as of July 1, 2017, and who are still employed by the District as of the date that such payment is made.
- c. In addition, The District shall make a bonus payment of \$375 in December 2018 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit employees who were employed as of July 1, 2018, and who are still employed by the District as of the date that such payment is made.
- d. It is understood and agreed that because these payments are made in the form of a lump-sum bonus, no District retirement contribution shall be made to the Michigan Public School Employees Retirement System (MPSERS) on such payments.

C. 2019-20 School Year

There will be a wage re-opener for the 2019-20 school year, provided, however, that in any event or circumstance there will be no reduction of wages for bargaining unit members for that school year. The parties will meet and collectively bargain in good faith on this wage re-opener beginning in March 2019, upon request of either party, with such meetings to be held at mutually-agreed dates, times, and locations.

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

E. Economic Concessions

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.

F. Increments: Annual increments will be effective July 1 based on working in a full time appointed position on April 1 of the same year.

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 HOLIDAY

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 applies.

I. Workers’ Compensation.

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

An employee will maintain employment for a maximum 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)

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

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

ARTICLE 21 - OTHER BENEFITS

A. Holiday Pay - Para Educators 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 Para Educators 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 both the day before and the day after such holiday, or is received paid leave, other than personal business.

B. Veteran's Day

- a. As in the 2016-17 school year, Veteran's Day is no longer a half-day District holiday, and bargaining unit members shall again work a full day on the day Veteran's Day is observed in both 2017 and 2018.
- b. As in the 2016-17 school year, bargaining unit members shall not work, but be paid one-half (1/2) day off with pay on the day before Thanksgiving in lieu of the half-day Veterans' Day holiday for both 2017 and 2018.

C. Sick Days

1. The payout of sick days upon retirement is suspended for the duration of the contract.
2. District practice 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 before returning to work.

An employee not able to return to work following four (4) consecutive days for 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. Effective July 1, 2002, each unit member shall receive sick leave at the rate of ten (10) days per year. Sick days will be deposited July 1. Employees new to the bargaining unit after July 1 of any year will receive their sick days on a pro rata basis.
4. If such a unit member separates employment from the District during the school year and is paid for illness days in advance of what they would have otherwise accrued, such overpayment will be repaid by the unit member.
5. Unused sick leave days may be accumulated from year to year to a maximum of one hundred (100) days. If the employee is terminated for any reason, it is expressly understood that no compensation will be made for accumulated sick days.
6. Each unit member receiving sick days may use two (2) days as personal business, without reason. Personal business days may not be used to extend a holiday.

7. 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. Approval of illness leave will be contingent upon presentation of a physician's statement.
8. District practices require that an employee who has had surgery, broken bones, or an illness which requires hospitalization, be 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 who reports to work without authorization will not be paid.

9. Para Educators absences due to physical injury resulting from school-related assault shall not be chargeable against sick leave and the Para Educator's regular gross earnings shall be maintained. The District may equitably extend the technical definition of assault in appropriate cases.
10. 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.
11. 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.
12. The sick leave bank shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: conjunctivitis, chickenpox, measles, mumps, diphtheria, whooping cough, impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.
13. Absence due to death of a member of the immediate family may be charged to the sick leave bank to the extent of one to five scheduled working days as necessary for each death.

a. Included in immediate family membership: husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living and making his/her home in the household of the employee.

a. The working days allowed must be consecutive scheduled working days:

a. If employee works on day of death; the days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.

b. If day of death is a scheduled work day and employee does not work on that day, the days allowed begin with and include the day of death.

if day of death is not a scheduled work day or occurs during vacation period, the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

14. If possible, the Para Educator should notify the school office on the day previous to an absence. Otherwise, in case of absence, the Para Educator must notify the designated local school official at the time and in the manner established by local school procedures. The Para Educator must notify the school no later than 2:30 p.m. of the day prior to return to work.

D. Leave of Absence - A leave of absence, without pay, may be granted consistent with District policy after one full year of active service (39 weeks). Exceptions are possible in certain cases. A leave of absence will not be granted for more than one (1) year.

Form 4043, Request for Leave of Absence or Extension of Leave, is to be submitted by an employee who wishes an approved absence, without pay, for periods of more than four weeks (twenty working days).

E. 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 the past 12 months), maternity leave shall be governed by the Family and Medical Leave Act (FMLA) of 1993. Under FMLA, employees are allowed

up to 12 weeks (in a rolling 12-month period) of job and benefit protected leave.

F. 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 of work 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 physician provided that it is certified by the employee's personal physician and confirmed by the District designated Physician 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 sick leave bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the District's designated Physician.
- (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.

e. 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.

G. Related Condition

- (1) Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of Absence shall apply.
- (2) The Office of Human Resources may require a medical examination by the District's designated physician of an employee at any time the employee's ability or disability for work is questioned.

H. 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.

H. Military Leave

A Para Educator entering any of the armed services of the United States -- including the Red Cross and the Merchant Marine -- will be granted a leave without pay for any leave covered by the Uniformed Service Employment and Reemployment Rights Act 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 Photostatic 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.

I. Union Leave

Members of the Union elected or selected by the Union to do work which takes them from their employment, shall, at the written request of the Union, be considered for leaves of absence for periods not to exceed one year or

the term of office. School Service Assistants on Union leave shall be placed, at the expiration of such leave, in a position comparable to the position held at the time the professional Union leave was granted provided such position still exists. The individual, upon his/her return, shall be re-employed with accumulated seniority. Such leaves of absence may be renewable upon request of the employee.

J. Jury Duty

A Para Educator who serves on jury duty will be granted leave of absence. The School Service Assistant will be reimbursed for the difference between jury duty pay and his/her District salary for the days served not to exceed sixty (60) days in any calendar year. When the School Service Assistant is excused from jury duty for a half day or more, he/she must notify his/her administrator immediately and report to his/her school or work location for a suitable assignment. Reimbursements will be granted after submitting Request for Approved Absence (Form 4132) and official proof of the number of days served to the Office of Personnel.

ARTICLE 22 – 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 insure detailed below.

The current health care plans and other insurance benefits which are set forth in the signed and approved "Tentative Agreement between the DPSCD, the DFT, and the Coalition of Unions" (with attachments, dated October 31, 2016) will remain in effect through December 31, 2018. The parties will engage in good-faith collective bargaining over health and other insurance benefits to be effective January 1, 2019, and may do so on a coalition basis with other Unions, starting in March 2018.

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 \$10,000.00 to the employee's designated beneficiaries of the employee's estate if the employee should die while in the active service of the District.

Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than 30 days. Employees utilizing the mail order prescription drug program will receive a ninety (90) day supply at a cost of two (2) prescriptions co-pays. There will be no co-pay for this service.

ARTICLE 23 - EVALUATIONS, COMPETENCE AND TERMINATION PROCEDURES

A. Performance Evaluation

Performance evaluations shall be aligned with the Detroit Public Schools Performance Evaluation Process.

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.

B. Discharge, Supervision and Discipline

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

- a. The bargaining unit member must be notified in advance in writing of the purposes of a conference or hearing with the administrator or unit head when discipline is contemplated. Such notice must include the statement of charges and/or work rule violation(s). The notice must also state that the bargaining unit member has the right to Union representation.
- b. Unless mutually agreed to by the parties, the hearing or conference of the bargaining unit member will be held no later than thirty (30) days from the date the investigation upon which the charges are based is concluded. The person bringing charges cannot chair a hearing. A written summary including the decision will be provided to the affected unit member. If it is serving in a representative capacity, a copy to the Union will also be provided.
- c. Disciplinary action taken against bargaining unit members considered improper by the member or the Union may be grieved in accordance with the grievance procedure as contained in Article XII in this Agreement.

C. Probationary Employees

The probationary period for Para Educator shall be ninety (90) school days from the date of assignment. During such probationary period, the Para Educator may be terminated upon two weeks written notice, accompanied by a copy of the evaluation of the employee which shall constitute the basis of the termination. Upon request, the principal shall confer with the employee relative to his/her termination. The Building Representative may be present if so requested.

ARTICLE 24 - BULLETIN BOARD SPACE, UNION ACTIVITIES and NOTICES TO UNIONS

A. Bulletin Board Space

The District will make available bulletin board space in each school building for exclusive use by the Union to post notices and related material. A copy of all such notices will be forwarded to the Chief Executive or his/her designee upon posting.

B. Union Activities

1. The principal shall recognize the elected Union building representative as the official representative of the Union in the school.
2. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours, in conferences, meetings, or negotiations, at the Central Administrative Office, they shall suffer no loss in pay.

C. Notices to Unions

The Union will receive copies of all policies and procedures adopted by the District. The District will supply the Union with a list of the names, addresses, file numbers and job locations of new employees.

ARTICLE 25 - USE OF SCHOOL BUILDINGS--EAST AND WEST TERMINALS

The authorized representative of the Union shall have the right to schedule Union meetings in the schools and all work locations before and after regular working hours of the employees involved, provided that:

1. Such meetings are scheduled in advance and approved by the principal/director.
2. Such meetings do not alter the existing need for custodial services in the

building and are limited to a time when such regular custodial service is available.

3. Such meetings do not disrupt or conflict with the normal schedule or program.

Meetings not within the above shall be made by acquiring a permit through the Community Use of Schools Office and approved by the District.

ARTICLE 26 - USE OF SCHOOL MAIL SYSTEM

- A. In the event the Union wishes to utilize the inter-school mail system and pick-up service, the Union shall make a request to the Office of Labor Affairs and designate the purpose and nature of the material to be sent. Upon approval of said office, such mail service shall be made available to the Union. The District reserves the right to deny this service when in the judgment of its representatives the materials to be disseminated reflect opposition to or conflict with the School District of the City of Detroit policies and/or administrative practices, or when it appears in the judgment of the representatives, that a particular organization is using the service excessively or unnecessarily.
- D. The internal mailing system is not to be used for organizational membership drives, elections, or the support of candidates or political positions within or outside of the organization.
- E. The use of the District's internal mailing system is a privilege and is contingent upon adequate staff being present to handle such materials as a part of its normal working schedule.
- D. Publications and/or house organs of organizations distributed through the internal mailing system must meet the above criteria. Additionally, the use of the internal mail system for the distribution of any materials by such organizations must not be in conflict with Federal law or United States Post Office regulations.

ARTICLE 27 - ACADEMIC OPPORTUNITY

All Early Childhood Para Educator 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 Para Educators without the requisite credentials by June 2010 will not be able to continue employment in the Detroit Public Schools Early Childhood Program (Proposal # 15 December 16, 2009 Proposal)

Para Educators are encouraged to attend a fully accredited university, college, or community college to take courses in an effort to obtain a Bachelor of Arts Degree or Associate's Degree. All costs in this endeavor shall be the responsibility of the School Service Assistant.

A Para Educator who is proficient in English and a language other than English and acts as a translator to enhance the participation of limited English proficient children does not have to meet the requirements

ARTICLE 28 – INFORMATION

The District shall make available, upon reasonable request, information and statistics relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

ARTICLE 29 - UNION MEMBERSHIP DUES

- 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.

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

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

arrearrage plan, the District shall take necessary steps to satisfy the debt.

- A. 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.
- F. 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.

ARTICLE 30 – MANAGEMENT RIGHTS

- A. The 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 Detroit Public Schools Community District reserves the right to govern and manage the District in all respects.
- B. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by 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.

ARTICLE 31 – SITE-BASED MANAGEMENT

The Union and the District are committed to building a learning organization that will increase student achievement. The implementation of site-based management will give schools greater responsibility, authority, and accountability for making decisions that will improve educational services to students.

Site-based management is a local school governance structure that focuses on increasing student achievement by utilizing a collaborative decision-making process that involves all school community stakeholders. School community stakeholders include students, certified and uncertified staff, community, parents, and administrators.

With respect to site-based management, the principal or building administrator will be cognizant of the workloads of bargaining unit members. In cases where the propriety or workload of unit members is unusually high, the Union may request a special conference with management to resolve the matter. The Union will be provided a copy of the policy once approved by the Chief Executive Officer or designee.

ARTICLE 32 – 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 payroll debit card and issue pay advices electronically in accordance with state law.

ARTICLE 33 – CHANGE AND TERMINATION

The parties will revise the prior agreement to modify dates. The agreement shall be revised to reflect an expiration date of June 30, 2020.

ARTICLE 34 - ITEMS FOR FURTHER DISCUSSION

The parties agree to resume discussion on the following matters prior to the expiration of this Agreement on June 30, 2017.

- A. School Service Assistants supervising classrooms
- B. School Service Assistants' schedule of hours.

ARTICLE 35 - STATEMENT OF COMMITMENT / OTHER

- a. The parties agree that in the new contract and in materials developed after ratification and approval of the contract, the term "School Service Assistant" shall be changed to "Para-Educator" to reinforce the fact that the primary responsibility of this position is to assist in the instruction of students under the supervision of a teacher; however, it is understood and agreed that current job duties and the job description will not be changed as a result of such title change.
- b. The parties agree to continue discussions regarding: 1) updating the job description of School Service Assistant/Para-Educator; 2) additional compensation for the assistance provided by paras occasioned by absent teachers; 3) professional development opportunities for School Service Assistants/Para-Educators; 4) Priority School Agreement and Partnership Agreement; 5) District Wide Seniority on a pilot basis; 6) Montessori Program SSAs/NHAs job duties; and 7) Family Case Technician job description.
- c. The parties agree to meet no later than the second semester of the 2017-2018 school year, to address the matters set forth above.
- d. The contract provisions of the current collective bargaining agreement not otherwise set forth above or attached shall continue.
- e. The parties agree to include in the parties' agreement the attached "Statement of Commitment, Community Schools in Detroit."

g. The contract provision of the current collective bargaining agreement not otherwise set for above or attached hereto shall continue,

ARTICLE 36– DURATION

This agreement shall be effective, except where expressly stated to the contrary, as of July 1, 2017 and shall continue in effect through June 30, 2020.

LETTERS OF AGREEMENT

Letter of Agreement – Professional Development – April 26, 2010

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.

Letter of Agreement – Instructional Reform – Priority Schools – April 29, 2010

Letter of Agreement – Instructional Reform – School-Based Performance Bonus – April 29, 2010

Letter of Agreement – Instructional Reform – Shared Decision Making – April 29, 2010

Letter of Agreement – Great Start Readiness Program (“GSRP”) – March 19, 2013

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

During negotiations, the Union presented proposals regarding the career ladder for members of the Para-Professionals' bargaining unit. In response, the District indicated that there was a need for enhancing the skill set of employees in the various classifications within the bargaining unit. As a result, the District has explored setting up a classification structure within the Para-Professionals' bargaining unit, wherein a career ladder for bargaining unit members will be established based upon skills and qualifications of the unit members (In developing a career ladder, particular attention will be given to the early childhood development activity because of its uniqueness in the bargaining unit).

Within sixty (60) days of ratification of the successor Agreement, the District will finalize its review and make a determination of the feasibility of adopting such a classification structure. In the event the District determines that such a structure will enhance the performance of unit members within the classifications, a joint Union-Management committee will be formed to review the plan and reach consensus regarding its implementation.

Also during negotiations, the parties reviewed making all units of the Detroit Federation of Para-Professionals, (School Service Assistants, Noon-Hour Aides, Satellite Aides, and Satellite Coordinators), part of one contract. Both parties recognize the differences between the two bargaining units (hours of work, pay, and benefits, etc.) and will meet to accomplish incorporating both contracts into one agreement with these differences in mind. In addition, the District proposes to extend the offer of general pay increases and benefits to the Noon-Hour Aides as appropriate in view of the uniqueness of the Noon-Hour Aides' bargaining unit.

For the Union:

Lenora M. Starks
Gwendolyn Snell
Addie Johnson

Date: March 30, 2000

**For the School District of the
City of Detroit:**

Charles L. Wells III
Floyd Allen

Date: March 30, 2000

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During negotiations, the Union asserted that benefits for the Para-Professionals' bargaining unit should be increased and expanded. In response, the District determined that it was not economically feasible to increase or expand benefits to all members of the Para-Professionals' bargaining unit beyond their current level. However, the parties did agree that a healthcare review committee comprised of representatives from the various, selected bargaining units within the District would be formed in an effort to standardize health care benefits.

When that review is completed, the District will determine whether it would be economically feasible to have all employees under the same benefits structure. However, this review may not result in generating any additional benefits for bargaining unit members.

On a related matter, during the bargaining session the dental benefit for other bargaining units was increased from \$750 to \$1,500. Since members of the Para-Professionals' bargaining unit are not entitled to dental benefits, the District agrees that an analysis of the cost of this benefit increase to other bargaining units will be assessed and, on a pro-rata basis, the costs may be equalized with the Para-Professionals' bargaining unit. Within sixty (60) days of ratification of the successor Agreement, the District will determine the amount of the benefit and meet with representatives from the Para-Professionals' bargaining unit to discuss how this amount will be applied to the bargaining unit.

For the Union:

Lenora M. Starks
Gwendolyn Snell
Addie Johnson

Date: March 30, 2000

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DISCIPLINARY ACTION BECAUSE OF ABSENTEEISM

By their signatures below, the parties' representatives agree with the statement captioned below.

The intent of this statement is to clarify existing contractual language and personnel practices, and is not intended to alter existing contract language or practices.

"The parties agree that the District may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member subject to the just cause provision."

For the Union:

Lenora M. Starks
Gwendolyn Snell
Addie Johnson

Date: March 30, 2000

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By their representatives' signatures below, the parties agree to the following. The parties agree to meet within (30) days after ratification of this Agreement to discuss sick leave bonus incentives. Any agreement that is reached will equate to the limited work schedule of some members of this bargaining unit. A decision regarding this matter will be made and conveyed to the Union within sixty (60) days of ratification of this Agreement.

For the Union:

Lenora M. Starks
Gwendolyn Snell
Addie Johnson

Date: March 30, 2000

**For the School District of the
City of Detroit:**

Charles L. Wells III
Floyd Allen

Date: March 30, 2000

LETTER OF UNDERSTANDING

December 16, 1985

Mrs. Eleanora P. Martin, President
Detroit Federation of Paraprofessionals
14191 Greenfield
Detroit, MI 48227

Dear Mrs. Martin:

Please be advised that in accordance with our agreement:

- (1) The paraprofessional Staff of the Non-Public Chapter 2 Program will be responsible for walking the students from the non-public school site to the public school site and return.
- (2) In the event a Complaint and Summons is lodged against a paraprofessional who is named as defendant for actions taken by him/her while exercising the above responsibility, the Board shall upon request, provide legal assistance and/or representation if necessary, through its Legal Affairs Office or other designated counsel, provided that:
 1. A copy of the Complaint and Summons is transmitted to the Office of Legal Affairs within five (5) working days of service by the defendant paraprofessional together with a covering letter from the Paraprofessional President or her designee requesting legal assistance.
 2. Pursuant to Board investigation and determination, the paraprofessional(s) named was acting within the scope of his/her duties and responsibilities and capacity as a paraprofessional.
 3. Pursuant to Board investigation and determination, such paraprofessional had acted in full accord with Board policy in carrying out his/her functions which gave rise to the legal action.
 4. There has been no illegality or criminality on the part of the paraprofessional.

Mrs. Eleanora P. Martin
December 16, 1985

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

- (3) The Board agrees to give each aide who works 130 days or more in a satisfactory manner, a bonus of one hundred fifty dollars (\$150), payable as soon after the end of the school year as practical.

Any questions relative to this issue may be addressed to our office at 494-1855.

Sincerely,

Bessie W. Ernst
Assistant Director
Office of Labor Affairs

BWE:jgd

cc: George Kimbrough
Herschel W. Fort
John H. Edmonson
Jean Mayfield
Gordon Anderson
Lynne Metty