

# AGREEMENT

between

**THE BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE  
CITY OF DETROIT**



and the

**DETROIT FEDERATION OF  
PARA-PROFESSIONALS  
Local No. 2350, AFT, MFT, AFL-CIO**



**July 1, 1999 – June 30, 2002**

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## TABLE OF CONTENTS

Article	Page
I PURPOSE AND INTENT .....	1
II RECOGNITION .....	1
III EQUAL EMPLOYMENT OPPORTUNITY .....	1
IV PROHIBITION AGAINST STRIKES .....	1
V GENERAL DESCRIPTION OF WORK .....	1
VI REPRESENTATION .....	2
VII SPECIAL CONFERENCES .....	3
VIII ASSIGNMENT .....	3
IX EMPLOYMENT PRACTICES .....	3
GENERAL .....	3
AVAILABILITY OF FUNDING .....	4
ATTENDANCE AREA .....	5
IN-SERVICE TRAINING .....	5
X SENIORITY .....	5
XI LAYOFF/RECALL .....	6
XII GRIEVANCE PROCEDURE .....	6
XIII PERSONNEL RECORDS AND FILES .....	8
XIV PERSONNEL FILES .....	9
XV STAFFING AND HOURS OF WORK .....	9
XVI TRANSFERS AND PROMOTIONS .....	10
XVII SALARY ADJUSTMENT .....	12
LONGEVITY .....	13
BONUS .....	13
SALARY SCHEDULES .....	13
XVIII OTHER BENEFITS .....	14
Holiday Pay .....	14
Sick Days .....	14
Illness Leave .....	16
Maternity Leave .....	16
XIX INSURANCE .....	19
Life Insurance .....	19
RETIREES .....	19
Hospital-Medical-Surgical Insurance .....	19
OPT-OUT .....	20

**TABLE OF CONTENTS (cont'd)**

Article	Page
XX EVALUATIONS, COMPETENCE AND TERMINATION PROCEDURES .....	20
XXI SELECTION AND COMPOSITION — SCHOOL ADVISORY COMMITTEES .....	21
XXII BULLETIN BOARD SPACE — UNION ACTIVITIES .....	22
XXIII USE OF SCHOOL BUILDINGS — EAST AND WEST TERMINALS .....	22
XXIV USE OF SCHOOL MAIL SYSTEM .....	23
XXV ACADEMIC OPPORTUNITY .....	23
STUDENT TEACHERS .....	24
XXVI INFORMATION .....	24
XXVII AGENCY SHOP .....	24
XXVIII DESCRIPTIONS OF JOB RESPONSIBILITIES .....	25
XXIX MANAGEMENT RIGHTS .....	25
XXX SITE-BASED MANAGEMENT .....	26
XXXI CHANGE AND TERMINATION .....	26
XXXII DURATION .....	26
Salary Schedules .....	36

**A G R E E M E N T**

This Agreement is entered into effective July 1, 1999 between the Board of Education of the School District of the City of Detroit, hereinafter referred to as the "District" and the Detroit Federation of Para-Professionals, Local 2350, AFT, MFT, AFL-CIO, hereinafter called the "Union".

**ARTICLE I - 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 II - 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 III - 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 or membership in or association with the activities of any Union. The parties will work together to assure equal employment opportunities for all.

**ARTICLE IV - 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 V - GENERAL DESCRIPTION OF WORK**

A. The service of the School Service Assistant shall be generally utilized in the following manner:

1. To be an additional, supportive, understanding adult to whom young people may relate.
2. To provide a link between the school and the community.

- 3. To relieve teachers of non-instructional duties in order to provide more direct teaching time with pupils.
- 4. To perform routine instructional related tasks under the guidance of the teacher with individuals and small groups.
  - a. It is recognized that School Service Assistants may not be given full responsibility for instruction and that a certified teacher must assign and supervise the activities performed by such School Service Assistants.
  - b. School Service Assistants are not to serve in the place of a teacher as a regular substitute except in an emergency situation. It is permissible for a School Service Assistant to assume temporary leadership of a classroom in the temporary absence of a teacher providing a certificated teacher or administrator has been specifically designated to be responsible for the class. Such responsible individual shall visit the classroom at regular intervals.
  - c. School Service Assistants 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 School Service Assistants also work under the guidance of office staff, counselor, department heads, or other personnel, the number of teachers to whom the School Service Assistant may be assigned must be adjusted accordingly.

B. School Service Assistants 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.

**ARTICLE VI - 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 VII - 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 VIII - ASSIGNMENTS**

The assignment of duties and functions of classroom School Service Assistants shall be the responsibility of the principal or assistant principal of the building. School Service Assistants shall be informed of their regular assignments at the beginning of the semester. In the event that changes of assignments or duties of School Service Assistants become necessary during any school year, School Service Assistants 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. School Service Assistants shall not be requested to escort students to their homes. In performing assignments, School Service Assistants 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 IX - EMPLOYMENT PRACTICES**

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

**A. GENERAL**

- 1. Employment will be determined in accordance with specific job openings, local school needs, skills of the persons employed, and in accordance with the School District of the City of Detroit 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 School District of the City of Detroit before as School Service Assistants as identified in the Recognition Clause, Article II.
- 3. Each work location will keep attendance records for each School Service Assistant. This information will be made available for the School Service Assistant's personal information and shall be maintained by the administrator and filed with the employee's evaluation.
- 4. School Service Assistants 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 700 miles per calendar month per employee shall be effective March 1, 1992.

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

**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 School Service Assistants, 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, School Service Assistants who are available for positions will rotate positions until all School Service Assistants 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 School Service Assistants shall be based on the concept of there being a representative number of School Service Assistants from feeder and base schools. The number of School Service Assistants 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 School Service Assistant applications on file in accordance with this provision.
- 3. School Service Assistants 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 School Service Assistant 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 School Service Assistants 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 School Service Assistants 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. ATTENDANCE AREA**

- 1. **Initial Hiring** — In the event that an eligible school has allocated monies for programs that would include the employment of School Service Assistants, consideration should be given to those qualified candidates within the local school attendance area. If a qualified candidate is not available, consideration will then be given to those candidates who reside within the area.
- 2. After probationary period and one semester of continuous employment in place of initial hire, any School Service Assistant shall be able to relocate (to move residence) in any area of this city without losing his/her position.

**D. 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.

All candidates hired after January shall attend "Beginning Phase Training" prior to their assignment. This shall be paid at a workshop stipend of \$5.50 per hour. Those persons successfully completing the training will be given assignments. Persons who do not complete this training or who perform poorly will not be given assignments.

This planning must be complete by April 30, 1996, and ready for implementation in September 1996.

**ARTICLE X - SENIORITY**

**School Service Assistants in a Classroom Setting** — When there is a decrease in the amount of funding for a school which forces a reduction in service, priority for continued employment will be given the School Service Assistant with the greater building seniority. In the event of equal seniority in the school building, the following criteria will be used to determine seniority in the school building.

- 1. Seniority in employment with the School District of the City of Detroit; 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 XI – LAY-OFF/RECALL

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

Recall shall be by written notice to the employee's last known address on file in the local school office, and shall require that person to contact that office within ten (10) school days. If an employee fails to contact that office, he/she shall be considered a quit. The right to recall shall be limited to four years after the layoff.

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 Chief Executive Officer.

School Service Assistant 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 (School Service Assistant) whose employment with the School District of the City of Detroit 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 School District of the City of Detroit; 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 XII - GRIEVANCE PROCEDURE

A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants 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/Unit Head/Supervisor or his representative within ten (10) working days from the time that the event took place or within 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 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 Contract Management within five (5) working days after the completion of the conference.

##### Step 2 – Appeal to Chief Executive Officer

Within 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 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 fifteen (15) working days after receipt of the appeal request. Within 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 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) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the American Arbitration Association (A.A.A.), 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, 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 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.

#### **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 Contract Management within 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.

#### **ARTICLE XIII - 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 XIV - 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 XV - STAFFING AND HOURS OF WORK**

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

There shall be no set limit on the maximum hours of work for bargaining unit members. Employees will be paid accordingly for all time worked.

A. The work week normally will consist of six (6) hours per day for a maximum of thirty (30) hours per week. A daily duty-free and non-paid lunch period of forty-five (45) minutes shall be scheduled by the principal. Certain projects may have other specific allocations of hours which must be set in terms of funding requirements. "Any work beyond the normal work week will be paid at the current rate up to forty (40) hours". Full time employees shall have a fifteen (15) minute daily relief period with pay, as scheduled by the principal. This relief period shall not be assigned as part of the first or final period of the day.

B. Some schools currently employ ten (10) and fifteen (15) hour School Service Assistants and School Community Assistants. If this kind of arrangement is in effect, it may continue until such time as one position is vacated. At that time, the remaining School Service Assistant(s) or School Community Assistant(s) must be offered a thirty (30) hour assignment.

C. School Service Assistants are hourly rated employees and will be paid only for time actually worked on the job unless provided for elsewhere in this Agreement.

D. The hours of employment of Transportation Aides will vary within a range of approximately twenty (20) to thirty (30) hours per week depending upon the lengths of the routes serviced.

E. Hourly rates will be adjusted only in September or February according to the following schedule:

- 1. New School Service Assistants hired before November 1st shall be eligible for the February increment date.
- 2. New School Service Assistants employed after November 1st shall be eligible for the September increment date except that those employed after April 1st shall be eligible for the next following February increment date.

**ARTICLE XVI – 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 at least thirty (30) calendar days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and place involved. The Union shall be furnished with a copy of the notification at the same time. The parties recognized that emergency situations may arise in which the thirty (30) 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 XVII - SALARY ADJUSTMENT**

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.

- B. 1. Effective July 1, 1999, bargaining unit members, shall receive a base wage increase of two percent (2%) wage increase.
2. Effective July 1, 2000, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.
3. Effective July 1, 2001, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.

C. Effective July 1, 1977, the District shall make the five percent (5%) contribution to the State of Michigan Employee Retirement System of the School District of the City of Detroit for members of the bargaining unit.

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

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

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

September 1, 1984 — June 30, 1985

September 1, 1985 — June 30, 1986

**F. SALARY SCHEDULES**

1. For any unit member who is currently paid at the maximum rate of the salary schedule provided in of this Agreement, the unit member's right to receive the pay adjustment for the next school year that has been negotiated between the parties shall be denied if the unit members fails to meet the attendance criteria according to the School District of the City of Detroit Attendance Standard of 96% (at least ten (10) days for 12 month employees; at least eight (8) days for 10 month employees).
2. A unit member's right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the School District of the City of Detroit Attendance Standard for a period of 12 months.
3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this section: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) policy reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; (9) two (2) emergency days as defined by District policy. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the School District of the City of Detroit Attendance Standard; and (10) earned vacation days.
4. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.  
Disputes about absences arising from Workers' Compensation claims may be appealed to the District's Office of Risk Management.

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 XVIII - OTHER BENEFITS

**A. Holiday Pay** - School Service Assistants shall receive pay for holidays according to the school calendar for teachers. Part-time employees will receive prorated holiday pay. For example, a fifteen (15) hour School Service Assistant would receive only one-half pay for holidays since he/she only works half time. Holiday pay will be authorized for School Service Assistants for only those holidays for which they are not scheduled to work that are within the contract year. In order to be eligible for holiday pay, the employee must work the scheduled work day prior to the holiday or the work day following the holiday. July 4 will be a paid holiday for School Service Assistants in summer programs. Only employees scheduled to work in the summer are eligible for July 4 holiday pay and only under the conditions set forth above.

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

#### B. Sick Days

1. School Service Assistants are authorized ten (10) sick days per year. On the first day of employment, two (2) days shall be made available to the employee in addition to the days which may have been previously accumulated. At the end of the first four (4) week service period, an additional eight (8) days will become available, except that in the event an employee has previously accumulated at least ten (10) sick days in his/her bank, such employee shall begin the new school year with ten (10) additional sick days and shall not be required to accrue such sick days over the four (4) week period. 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.
  - a. Upon retirement with a retirement allowance in accordance with the qualification established by the Michigan Public School Employees Retirement System — School District of the City of Detroit, an employee will be paid an amount not to exceed one-half his/her unused sick leave days, with a maximum allowance of thirty (30) days pay. The estate of a School Service Assistant who dies during the term of this Agreement shall receive terminal pay calculated on same basis as if he/she had retired.
2. District practices require that an employee who has had surgery, broken bones, or an illness which requires hospitalization, 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.

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.

4. The sick leave bank shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough, impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.
5. 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.
  - b. The working days allowed must be consecutive scheduled working days:
    - (1) 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.
    - (2) 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.
    - (3) 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.

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

C. 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).

Types of leave for which leaves of absence may be granted are as follows: illness, maternity, study, military, personal business, and Union leave.

1. **Illness Leave** - Prolonged illness leave may be granted 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.
2. **Maternity Leave**

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

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

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

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

**a. Requirements for Continued Work**

- (1) The employee who has become pregnant is expected to notify her principal or other administrator as soon as pos-

sible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.

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

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

- (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 Office of Medical Screening that the employee is unable to work.
- (2) During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her 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 Office of Medical Screening.
- (3) An employee shall not move from any unpaid Leave of Absence status to paid disability absence status.
- (4) An employee shall not move from a disability absence to an approved absence without pay except that the employee may request an approved absence without pay within the last four (4) weeks preceding the ending of a semester.

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

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

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

- (1) After childbirth, the employee's return must be approved by the employee's personal physician and the Office of Medical Screening.
- (2) During the period of absence because of disability, or approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for approved illness absence, and the regular procedures for approved absence without pay.
- (3) Regular conditions and provisions applicable to returns to active employment from illness absences, Leave of Absence for Illness, Leave of Absence for Personal Business or resignation shall apply.

**e. Related Conditions:**

- (1) Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of Absence shall apply.
- (2) The decision of the Office of Medical Screening is binding except that if an employee is not satisfied with the decision of the Office of Medical Screening, as to her ability or disability for work, the employee may appeal the decision under the following conditions: The Board Medical Office shall provide a list of at least three appropriate specialists. The employee shall consult any one of those designated at her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.
- (3) The Office of Personnel may require a medical examination by the School District of the City of Detroit Office of Medical Screening for an employee at any time the employee's ability or disability for work is questioned.

**3. Study Leave**

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

**4. Military Leave**

A School Service Assistant entering any of the armed services of the United States — including the Red Cross and the Merchant Marine — will be granted a leave without pay when enrolled and assigned to active duty. If he/she applies for reinstatement with the District within ninety (90) days after his/her separation from the armed services, and if he/she is still qualified and competent, he/she will be reinstated in his/her former position (or like position) in the department where he/she was serving when the leave was granted. A 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.

**5. Personal Business Leave**

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

**6. 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.

**D. Jury Duty**

A School Service Assistant 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 XIX - INSURANCE****A. Life Insurance**

Effective October 9, 1984, group term life insurance shall be increased to \$7,000.

**RETIREES:** Effective June 27, 1995, retirees shall have their Life Insurance maintained by the School District of the City of Detroit at \$1,000, until their death.

**B. Hospital-Medical-Surgical Insurance**

Effective the next open enrollment period for school year 1995-96, the current HMO Plan offerings will be amended as follows:

- 1) TOTAL and the Wellness Plan will no longer be offered.
- 2) The Blue Cross/Blue Shield Traditional Plan will be amended as noted in #7.

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

The District shall pay up to but not to exceed, 800% of their coverage.

**C. OPT-OUT:** Employees who are covered by a health care plan offered by an employer other than the District and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the District, may each enrollment year at the time of the enrollment period, opt-out from District coverage and for said enrollment year receive \$1,200 payment from the District as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the District's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the District's coverage under the conditions just stated, the employee shall pay back prorated the said \$1,200 provided herein. The \$1,200 will be paid for each enrollment year that the employee elects to opt out under this provision.

**ARTICLE XX - EVALUATIONS, COMPETENCE AND TERMINATION PROCEDURES**

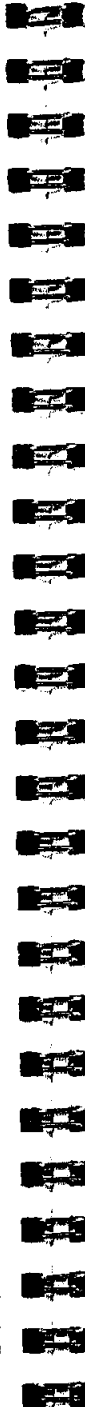
**A. Performance Evaluation**

The employer shall evaluate employees at least once a year using an established form.

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

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

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



**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 School Service Assistants shall be ninety (90) school days from the date of assignment. During such probationary period, the School Service Assistant 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. At the time the termination notice is given, the School Advisory Committee shall be notified by the principal. Upon request, the principal shall confer with the employee relative to his/her termination. The Building Representative may be present if so requested.

**ARTICLE XXI - SELECTION AND COMPOSITION — SCHOOL ADVISORY COMMITTEE**

**A. Selection of School Advisory Committee**

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

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

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

1. A representative employed at the local school, who may be a certified or non-certified employee, as identified by the principal — (such person may be the principal or his designee);
2. The building Union representative of the school or a School Service Assistant in the building as identified by the building representative;
3. The Council Chairperson or other member of the Council as designated by said Council Chairperson;
4. Two representatives as identified by the Council Chairperson after consultation with the principal —
  - a. a parent of a child who is attending the school, and
  - b. a community person-at-large living within the attendance area of the school.

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

**ARTICLE XXII - 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 XXIII - 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 XXIV - 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.

B. 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.

C. 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 XXV - ACADEMIC OPPORTUNITY**

A. The District recognizes the desirability of the academic upgrading of School Service Assistants. The District shall make every effort to continue to implement those programs and/or projects that will provide funds for tuition, books and other related expenses with the objective of achieving such academic growth.

B. **Career Lattice** — School Service Assistants 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.

Effective July 1, 1975, upon proof of the successful completion of 30 hours, the School Service Assistant's salary schedule shall be increased in the amount of ten cents (\$.10) per hour. Upon proof of an additional sixteen (16) hours of college courses in the area of English, Math/Computer Science, Foreign Language, or any combination of the aforementioned

tioned courses taken after January 1, 1982, the School Service Assistant's hourly salary schedule shall be increased in the amount of twenty cents (\$.20) per hours. The proof of having successfully completed this course work shall be furnished by the employee to the District of official transcript. (Successful shall be determined to mean having a grade of C or better.)

These increases shall be effective the first pay period following receipt of an official transcript from the educational institution involved. No School Service Assistant shall have his/her pay reduced.

C. **In-Service Training** — In-Service training shall be given to employees when new skills and techniques are introduced into the school system where the employee will be involved. This provision is contingent upon Central, Regional and Local School Guidelines' approval and the availability of funds.

D. **STUDENT TEACHERS:** For paraprofessionals, Student Teaching is a special consideration. Upon signing of the contract, three (3) representatives of the union will meet with instructional personnel representatives for dialogue and planning for future implementation.

E. Effective June 27, 1995, the workshop rate shall be \$5.50 per hour.

F. Effective February 9, 1993, the School District of the City of Detroit along with the Detroit Federation of Paraprofessionals, Local 2350, shall form a special committee to resolve new classifications which shall include a new wage rate. The committee shall work diligently to resolve this issue within 60 to 90 days.

**ARTICLE XXVI - 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 XXVII - AGENCY SHOP**

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

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

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. 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.

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

**ARTICLE XXVIII - DESCRIPTIONS OF JOB RESPONSIBILITIES**

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

**ARTICLE XXIX - MANAGEMENT RIGHTS**

A. The School District of the City of Detroit 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, 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 judgment 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 XXX - 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 XXXI - 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.

**ARTICLE XXXII - DURATION**

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

**For the Union:**

Lenora M. Starks  
Gwendolyn Snell  
Addie Johnson

Date: March 30, 2000

APPROVED: Dr. David Adamany  
Chief Executive Officer

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

Charles L. Wells III  
Floyd Allen

Date: March 30, 2000



**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



**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 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 health-care 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

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

Charles L. Wells III  
Floyd Allen

Date: March 30, 2000

**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**

The parties will meet to discuss the implementation of direct deposit of paychecks to local banking institutions and frequency of paychecks.

**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  
between**

**The School District of the City of Detroit  
and**

**The Detroit Federation of Para-Professionals  
Local No. 2350, AFT, MFT, AFL-CIO**

By their representatives' signatures below, the parties agree to review all health care benefits currently offered to the unit members.

A Joint Union-Management Committee of all signatories, including a third party consultant, who specializes in the area of employee benefits, shall be formed by a date to be agreed to by the Parties during the 1999-2000 school year. The third party consultant shall serve in an advisory capacity only. The joint committee shall only reach agreement on the specifications of benefits. The benefits specified are to be equivalent in coverage and benefits presently offered to the unit members (It should be noted that bargaining unit members will not receive anything less in terms of health benefits than what is currently being received).

If the signatories cannot agree on the specified benefits, each party will present its proposal to a third party arbitrator who will be limited to the selection of the Union proposal or The District proposal.

Once the benefit package is defined, it will be bid by the District following its normal purchasing guidelines.

**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  
between**

**The School District of the City of Detroit  
and**

**The Detroit Federation of Para-Professionals  
Local No. 2350, AFT, MFT, AFL-CIO**

**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

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

Charles L. Wells III  
Floyd Allen  
Date: March 30, 2000

**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**

By their representatives' signatures below, the parties agree to the following. The parties agree to meet within thirty (30) days after ratification of this Agreement to discuss increasing life insurance of active members and retired members to \$10,000 and \$3,000 respectively. 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:**

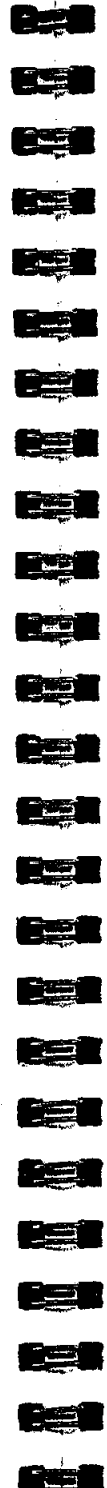
Lenora M. Starks  
Gwendolyn Snell  
Addie Johnson

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**

**between**

**The School District of the City of Detroit**

**and**

**The Detroit Federation of Para-Professionals  
Local No. 2350, AFT, MFT, AFL-CIO**

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.

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

**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 1999 through June 30, 2000 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
5550	085	Assistant, C.O.P. (30 Hours)		8.90	53.40	534.00	10,413
5570	085	Assistant, C.O.P. (32 Hours)		8.90	56.96	569.60	11,108
7300	085	Assistant, C.O.P. (SSA) — Summer		8.90			
5520	086	Associate, C.O.P. (30 hours)		10.23	61.38	613.80	11,970
5530	086	Associate, C.O.P. (32 hours)		10.23	65.47	654.72	12,768
7310	086	Associate, C.O.P. (SSA) — Summer		10.23			
5650	580	Family Service Worker (30 hours)	1	11.03	66.18	661.80	12,906
			2	12.29	73.74	737.40	14,380
			3	13.22	79.32	793.20	15,468
5660	580	Family Service Worker (35 hours)	1	11.03	77.21	772.10	15,056
			2	12.29	86.03	860.30	16,776
			3	13.22	92.54	925.40	18,046
5670	580	Family Service Worker (41 weeks)	1	11.03	88.24	882.40	18,090
			2	12.29	98.32	983.20	20,156
			3	13.22	105.76	1,057.60	21,681
5820	087	Intern, C.O.P. (30 hours)		11.56	69.36	693.60	13,326
5830	087	Intern, C.O.P. (32 hours)		11.56	73.98	739.84	14,427
7320	087	Intern, C.O.P. (SSA) — Summer		11.56			

**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 1999 through June 30, 2000 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
5410	568	School Service Assistant (20 hours)	1	5.71	22.84	228.40	4,454
			2	6.38	25.52	255.20	4,977
			3	7.03	28.12	281.20	5,484
			4	8.88	35.52	355.20	6,927
			5	10.66	42.64	426.40	8,315
5420	568	School Service Assistant (30 hours)	1	5.71	34.26	342.60	6,681
			2	6.38	38.28	382.80	7,465
			3	7.03	42.18	421.80	8,226
			4	8.88	53.28	532.80	10,390
			5	10.66	63.96	639.60	12,473
5070	568	School Service Assistant (32 hours)	1	5.71	36.54	365.44	7,127
			2	6.38	40.83	408.32	7,963
			3	7.03	44.99	449.92	8,774
			4	8.88	56.83	568.32	11,083
			5	10.66	68.22	682.24	13,304
5430	568	School Service Assistant (35 hours)	1	5.71	39.97	399.70	7,795
			2	6.38	44.66	446.60	8,709
			3	7.03	49.21	492.10	9,596
			4	8.88	62.16	621.60	12,122
			5	10.66	74.62	746.20	14,541

**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 1999 through June 30, 2000 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
640	568	School Service Assistant (40 hours)	1	5.71	45.68	456.80	8,908
			2	6.38	51.04	510.40	9,953
			3	7.03	56.24	562.40	10,967
			4	8.88	71.04	710.40	13,853
			5	10.66	85.28	852.80	16,630
640	568	School Service Assistant Hourly	1	5.71			
			2	6.38			
			3	7.03			
			4	8.88			
			5	10.66			
640	444	School Service Assistant — Computer Science (30 hours)		13.14	78.84	788.40	15,374
1020	444	School Service Assistant — Computer Science (Summer)		13.14			
630	444	School Service Assistant — Computer Science (30 hours) (Degreed)		14.62	87.72	877.20	17,106
1010	444	School Service Assistant — Computer Science (Summer) (Degreed)		14.62			

**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 1999 through June 30, 2000 (2% increase)**

**NUSES (All)**

5 years: \$150

Transportation Aide: \$99

**Pool Service Assistants with between 30-45 college credits**

.0urs per week employees: \$78  
.0urs per week employees: \$117  
.0urs per week employees: \$124.80  
.0urs per week employees: \$136.50  
.0urs per week employees: \$156

**Pool Service Assistants with at least 46 college credits**

.0urs per week employees: \$156  
.0urs per week employees: \$234  
.0urs per week employees: \$249.60  
.0urs per week employees: \$273  
.0urs per week employees: \$312

**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M**  
**Rates Which Do Not Require Personnel Action Assignments**  
**Effective July 1, 1999 through June 30, 2000 (2% increase)**

Y Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
		Para Professional		5.44			

**DETROIT PUBLIC SCHOOLS**  
**Salary Schedule L for Employees Related for**  
**Salary Rate Purposes Only to Salary Schedule M**  
**Effective July 1, 1999 through June 30, 2000 (2% increase)**

Y Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
9020	568	School Service Asst. ES (8 Hour)		5.26			
5370	376	Student Assistant, Grade III		7.03			

**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 2000 through June 30, 2001 (2% increase)**

Y Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
5550	085	Assistant, C.O.P. (30 Hours)		9.08	54.48	544.80	10,624
5570	085	Assistant, C.O.P. (32 Hours)		9.08	58.11	581.12	11,332
7300	085	Assistant, C.O.P. (SSA) — Summer		9.08			
5520	086	Associate, C.O.P. (30 hours)		10.44	62.64	626.40	12,215
5530	086	Associate, C.O.P. (32 hours)		10.44	66.82	668.16	13,030
7310	086	Associate, C.O.P. (SSA) — Summer		10.44			
5650	580	Family Service Worker (30 hours)	1	11.26	67.56	675.60	13,175
			2	12.54	75.24	752.40	14,672
			3	13.49	80.94	809.40	15,784
5660	580	Family Service Worker (35 hours)	1	11.26	78.82	788.20	15,370
			2	12.54	87.78	877.80	17,118
			3	13.49	94.43	944.30	18,414
5670	580	Family Service Worker (41 weeks)	1	11.26	90.08	900.80	18,467
			2	12.54	100.32	1,003.20	20,566
			3	13.49	107.92	1,079.20	22,124
5820	087	Intern, C.O.P. (30 hours)		11.80	70.80	708.00	13,806
5830	087	Intern, C.O.P. (32 hours)		11.80	75.52	755.20	14,727
7320	087	Intern, C.O.P. (SSA) — Summer		11.80			

**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 2000 through June 30, 2001 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
5410	568	School Service Assistant (20 hours)	1	5.83	23.32	233.20	4,548
			2	6.51	26.04	260.40	5,078
			3	7.18	28.72	287.20	5,601
			4	9.06	36.24	362.40	7,067
			5	10.88	43.52	435.20	8,487
5420	568	School Service Assistant (30 hours)	1	5.83	34.98	349.80	6,822
			2	6.51	39.06	390.60	7,617
			3	7.18	43.08	430.80	8,401
			4	9.06	54.36	543.60	10,601
			5	10.88	65.28	652.80	12,730
5070	568	School Service Assistant (32 hours)	1	5.83	37.31	373.12	7,276
			2	6.51	41.66	416.64	8,125
			3	7.18	45.95	459.52	8,961
			4	9.06	57.98	579.84	11,307
			5	10.88	69.63	696.32	13,579
6430	568	School Service Assistant (35 hours)	1	5.83	40.81	408.10	7,958
			2	6.51	45.57	455.70	8,887
			3	7.18	50.26	502.60	9,801
			4	9.06	63.42	634.20	12,367
			5	10.88	76.16	761.60	14,852

**DETROIT PUBLIC SCHOOLS**

**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 2000 through June 30, 2001 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
460	568	School Service Assistant (40 hours)	1	5.83	46.64	466.40	9,095
			2	6.51	52.08	520.80	10,156
			3	7.18	57.44	574.40	11,201
			4	9.06	72.48	724.80	14,134
			5	10.88	87.04	870.40	16,973
540	568	School Service Assistant Hourly	1	5.83			
			2	6.51			
			3	7.18			
			4	9.06			
			5	10.88			
540	444	School Service Assistant — Computer Science (30 hours)		13.41	80.46	804.60	15,690
020	444	School Service Assistant — Computer Science (Summer)		13.41			
530	444	School Service Assistant — Computer Science (30 hours) (Degreed)		14.92	89.52	895.20	17,457
010	444	School Service Assistant — Computer Science (Summer) (Degreed)		14.92			



**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 2000 through June 30, 2001 (2% increase)**

**USES (All)**

5 years: \$150

spotation Aide: \$99

**101 Service Assistants with between 30-45 college credits**

ours per week employees: \$78

ours per week employees: \$117

ours per week employees: \$124.80

ours per week employees: \$136.50

ours per week employees: \$156

**101 Service Assistants with at least 46 college credits**

ours per week employees: \$156

ours per week employees: \$234

ours per week employees: \$249.60

ours per week employees: \$273

ours per week employees: \$312



**DETROIT PUBLIC SCHOOLS**

**Para Professionals Salary Schedule M**

**Rates Which Do Not Require Personnel Action Assignments**

**Effective July 1, 2000 through June 30, 2001 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
		Para Professional		5.55			

**DETROIT PUBLIC SCHOOLS**

**Salary Schedule L for Employees Related for**

**Salary Rate Purposes Only to Salary Schedule M**

**Effective July 1, 2000 through June 30, 2001 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
9020	568	School Service Asst. ES (8 Hour)		5.37			
5370	376	Student Assistant, Grade III		7.18			

**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 2001 through June 30, 2002 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
5550	085	Assistant, C.O.P. (30 Hours)		9.27	55.62	556.20	10,846
5570	085	Assistant, C.O.P. (32 Hours)		9.27	59.33	593.28	11,569
7300	085	Assistant, C.O.P. (SSA) — Summer		9.27			
5520	086	Associate, C.O.P. (30 hours)		10.65	63.90	639.00	12,461
5530	086	Associate, C.O.P. (32 hours)		10.65	68.16	681.60	13,292
7310	086	Associate, C.O.P. (SSA) — Summer		10.65			
5650	580	Family Service Worker (30 hours)	1	11.49	68.94	689.40	13,444
			2	12.80	76.80	768.00	14,976
			3	13.76	82.56	825.60	16,100
5660	580	Family Service Worker (35 hours)	1	11.49	80.43	804.30	15,684
			2	12.80	89.60	896.00	17,472
			3	13.76	96.32	963.20	18,783
5670	580	Family Service Worker (41 weeks)	1	11.49	91.92	919.20	18,844
			2	12.80	102.40	1,024.00	20,992
			3	13.76	110.08	1,100.80	22,567
5820	087	Intern, C.O.P. (30 hours)		12.04	72.24	722.40	14,087
5830	087	Intern, C.O.P. (32 hours)		12.04	77.06	770.56	15,026
7320	087	Intern, C.O.P. (SSA) — Summer		12.04			

**DETROIT PUBLIC SCHOOLS**

**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 2001 through June 30, 2002 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
5410	568	School Service Assistant (20 hours)	1	5.95	23.80	238.00	4,641
			2	6.65	26.60	266.00	5,187
			3	7.33	29.32	293.20	5,718
			4	9.25	37.00	370.00	7,215
			5	11.10	44.40	444.00	8,658
5420	568	School Service Assistant (30 hours)	1	5.95	35.70	357.00	6,962
			2	6.65	39.90	399.00	7,781
			3	7.33	43.98	439.80	8,577
			4	9.25	55.50	555.00	10,823
			5	11.10	66.60	666.00	12,987
5070	568	School Service Assistant (32 hours)	1	5.95	38.08	380.80	7,426
			2	6.65	42.56	425.60	8,300
			3	7.33	46.91	469.12	9,148
			4	9.25	59.20	592.00	11,544
			5	11.10	71.04	710.40	13,853
5430	568	School Service Assistant (35 hours)	1	5.95	41.65	416.50	8,122
			2	6.65	46.55	465.50	9,078
			3	7.33	51.31	513.10	10,006
			4	9.25	64.75	647.50	12,627
			5	11.10	77.70	777.00	15,152

**DETROIT PUBLIC SCHOOLS**  
**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 2001 through June 30, 2002 (2% increase)**

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
460	568	School Service Assistant (40 hours)	1	5.95	47.60	476.00	9,282
			2	6.65	53.20	532.00	10,374
			3	7.33	58.64	586.40	11,435
			4	9.25	74.00	740.00	14,430
			5	11.10	88.80	888.00	17,316
640	568	School Service Assistant Hourly	1	5.95			
			2	6.65			
			3	7.33			
			4	9.25			
			5	11.10			
640	444	School Service Assistant — Computer Science (30 hours)		13.68	82.08	820.80	16,006
4020	444	School Service Assistant — Computer Science (Summer)		13.68			
5630	444	School Service Assistant — Computer Science (30 hours) (Degreed)		15.22	91.32	913.20	17,808
4010	444	School Service Assistant — Computer Science (Summer) (Degreed)		15.22			

**DETROIT PUBLIC SCHOOLS**

**Para Professionals Salary Schedule M for Regular Classifications (39 Week)**  
**Effective July 1, 2001 through June 30, 2002 (2% increase)**

**NUSES (All)**

5 years: \$150  
 Transportation Aide: \$99

**School Service Assistants with between 30-45 college credits**

10 hours per week employees: \$78  
 15 hours per week employees: \$117  
 20 hours per week employees: \$124.80  
 25 hours per week employees: \$136.50  
 30 hours per week employees: \$156

**School Service Assistants with at least 46 college credits**

10 hours per week employees: \$156  
 15 hours per week employees: \$234  
 20 hours per week employees: \$249.60  
 25 hours per week employees: \$273  
 30 hours per week employees: \$312

**DETROIT PUBLIC SCHOOLS**  
 Para Professionals Salary Schedule M  
 Rates Which Do Not Require Personnel Action Assignments  
 Effective July 1, 2000 through June 30, 2001 (2% increase)

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
		Para Professional		5.67			

**DETROIT PUBLIC SCHOOLS**  
 Salary Schedule L for Employees Related to  
 Salary Rate Purposes Only to Salary Schedule M  
 Effective July 1, 2000 through June 30, 2001 (2% increase)

Class Code	Position Code	Description	Step	Hourly	Daily	Biweekly	Annual
0020	568	School Service Asst. ES (8 Hour)		5.48			
0370	376	Student Assistant, Grade III		7.33			



**DETROIT PUBLIC SCHOOLS**  
**2000-2001 SCHOOL CALENDAR**

**FIRST SEMESTER**

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

**AUGUST-SEPTEMBER**

	28	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

22

**OCTOBER**

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

20

**OCTOBER-NOVEMBER**

30	31	1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24

18

**NOVEMBER-DECEMBER**

27	28	29	30	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

19

**DECEMBER-JANUARY**

25	26	27	28	29
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19

13/92

**SECOND SEMESTER**

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

**JANUARY-FEBRUARY**

22	23	24	25	26
29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

25

**FEBRUARY-MARCH**

26	27	28	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

15

**MARCH-APRIL**

26	27	28	29	30
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20

14

**APRIL-MAY**

23	24	25	26	27
30	1	2	3	4
7	8	9	10	11
14	15	16	17	18

20

**MAY-JUNE**

21	22	23	24	25
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15

18/92

**CALENDAR NOTES:**

THIS SCHOOL YEAR HAS 184 DAYS.

**KEY:**

- SCHOOLS CLOSED
- SCHOOLS OPEN NO STUDENTS
- REPORT CARD DATES

# DETROIT PUBLIC SCHOOLS 2001-2002 SCHOOL CALENDAR

## FIRST SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

### AUGUST-SEPTEMBER

	28	29	30	31
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

22

### OCTOBER

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

20

### OCTOBER-NOVEMBER

29	30	31		2
5	6	7	8	
12	13	14	15	16
19	20	21	22	23

18

### NOVEMBER-DECEMBER

26	27	28	29	30
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21

20

### DECEMBER-JANUARY

24	25	26	27	28
31	1	2	3	4
7	8	9	10	11
14	15	16		

13/93

## SECOND SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

### JANUARY-FEBRUARY

21	22	23	24	25
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

24

### FEBRUARY-MARCH

25	26	27	28	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

15

### MARCH-APRIL

25	26	27	28	29
1	2	3	4	5
8	9	10		12
15	16	17	18	19

14

### APRIL-MAY

22	23	24	25	26
29	30	1	2	3
6	7	8	9	10
13	14	15	16	17

20

### MAY-JUNE

20	21	22	23	24
27	28	29	30	31
3	4	5	6	7
10	11	12		

18/91

## CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

NOVEMBER 10 IS A HALF-DAY FOR ATTENDANCE PURPOSES BUT COUNTS AS A FULL DAY OF INSTRUCTION.

JANUARY 17, 2001 IS A FULL DAY AND JANUARY

## KEY:

- SCHOOLS CLOSED
- SCHOOLS OPEN NO STUDENTS
- REPORT CARD DATES



COUNTERPROPOSAL

LETTER OF UNDERSTANDING

BETWEEN THE

DETROIT FEDERATION OF PARAPROFESSIONALS

AND

THE SCHOOL DISTRICT OF THE CITY OF DETROIT

By their representatives' signatures below, the parties agree to abide by the following procedures for the 2002-2003 academic school year.

1. In the event that two (2) School Service Assistants in the Head Start classroom hold a CDA certificate, the School Service Assistant with the greatest building seniority shall remain in the position in the Head Start classroom.
2. In those instances where there were two (2) School Service Assistants and both could not be released at the same time to attend classes for the CDA and only one could complete the course and the other School Service Assistant was put on the list for the following school year, then that School Service Assistant should be maintained in a Head Start position in the Head Start classroom until completion of the CDA requirements are satisfied within one (1) year.

FOR THE UNION

Deborah Stark, Pres.  
Arendson Hill  
Chia Barnes  
8/12/02

FOR THE DISTRICT

Deborah Stark  
Lydia M. E. Barlow-Jameson  
8/12/02

# **SETTLEMENT AGREEMENT**

**BETWEEN**

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

**AND**

**THE DETROIT FEDERATION OF  
PARA-PROFESSIONALS**

**Settlement Agreement  
Between  
The School District of the City of Detroit  
and  
The Detroit Federation of Para-Professionals**

It is hereby agreed by and between the School District of the City of Detroit and the Detroit Federation of Para-Professionals, in final settlement of all outstanding issues under negotiation, as follows:

1. The parties' new Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be in effect for the period of July 1, 2002 through June 30, 2003;
2. All provisions of the expired Agreement (July 1, 1999 – June 30, 2002) not specifically changed herein are carried forward into this Agreement.

For the Detroit Federation of Para-Professionals:

*Sandra M. Starks*

\_\_\_\_\_

Date: *July 30, 2003*

For the School District of the City of Detroit:

*John C. Wilkins*

\_\_\_\_\_

Date: *8-1-03*

APPROVED:

*Kenneth Stephen Burnley*

Kenneth Stephen Burnley, Ph.D.  
Chief Executive Officer

Date:

*August 01, 2003*



TA

*Handwritten:*  
6/30/03  
DW  
16

**The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals**

**Article III Equal Employment Opportunity**

Add "protected classes of height, and weight" to the end of first sentence.

JA  
6/30/03  
L.J.  
CW  
13

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article V**                    **GENERAL DESCRIPTION OF WORK** (Delete Current Language)

The service of the School Service Assistant shall be to provide instructional support services under the direct supervision of a teacher.

**A. School Service Assistants as Substitutes**

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

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. School Service Assistants, 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 School Service Assistants also work under the guidance of office staff, counselor, department heads, or other personnel, the number of teachers to whom the School Service Assistant may be assigned must be adjusted accordingly.**
- C. If, in the opinion of the School Service Assistant, 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. School Service Assistants, 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.**

TA  
6/30/03  
L.A.  
W  
H

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article IX EMPLOYMENT PRACTICES**

**C. Attendance Area (Delete Current Language)**

TA  
6/30/03  
S.A.  
C/A

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article X SENIORITY (Revised Language)**

School Service Assistants in a Classroom Setting – When there is a decrease in the amount of funding for a school which forces a reduction in service, priority for continued employment will be given the School Service Assistant **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 School District of the City of Detroit; 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.

TH  
6/30/03  
CW  
ML

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article XV. STAFFING AND HOURS OF WORK (delete current language)**

(Revised Language)

- A. The staffing requirements and work schedule of unit members will be determined by the principal or designee and at locations other than schools, by the appropriate administrator or designee.
- B. There shall be no set limit on the maximum hours of work for bargaining unit members. Unit members are hourly rated employees and will be paid only for all time actually worked on the job unless provided for elsewhere in this Agreement.
- C. The work week normally will consist of six (6) hours per day. Any work beyond the six (6) hours per day will be paid at the current rate up to forty (40) hours. Full-time employees shall have a daily duty-free and non-paid lunch period of forty-five (45) minutes, and shall have a fifteen (15) minute paid daily relief period. The lunch period and daily relief period shall be scheduled by the principal. The relief period shall not be assigned as part of the first or final period of the day.

TA  
6/30/03  
L.J.  
CW  
16

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article XVII          Salary Adjustment**

**B. 1., 2., 3. (Delete)**

**1. (New Language)**

Effective July 1, 2002, all bargaining unit members shall receive a base wage increase of two percent (2%).

TA  
6/30/03  
L.S.  
C.H.

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article XVII      Salary Schedules**

**F. 1., 2., 3., 4. (Delete)**

**F. (New Language)**

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

TH.  
6/30/03  
L.S.  
CW  
TH

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article XVIII OTHER BENEFITS**

A. **Holiday Pay** - School Service Assistants shall receive pay for holidays according to the school calendar for teachers. Part-time employees will receive prorated holiday pay. ~~For example, a fifteen (15) hour School Service Assistant would receive only one half pay for holidays since he/she only works half time.~~ Holiday pay will be authorized for School Service Assistants for only those holidays for which they are not scheduled to work that are within the contract year. ~~In order to be eligible for holiday pay, the employee must work the scheduled work day prior to the holiday or the work day following the holiday.~~ July 4 will be a paid holiday for School Service Assistants who are scheduled to work in summer programs. ~~Only employees scheduled to work in the summer are eligible for July 4 holiday pay and only under the conditions set forth above.~~

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



TA  
6/30/03  
Y.S.  
DJ

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

Article XVIII      Other Benefits (Revised)

B.      Sick Days

1.      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.

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.

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.

1 A  
6/30/03  
L.S.  
CW  
16

**The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals**

**Article XVIII OTHER BENEFITS**

**B.1.a. (New language)**

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.

7A  
6/30/03  
L.S.  
CW

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article XVIII      OTHER BENEFITS**

**B.4.**      (New language)

Add "conjunctivitis".

T H  
6/30/03  
J.P.  
C.M.

**The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals**

**Article XIX Insurance**

**A. Life Insurance**

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

Effective July 1, 2002, retirees shall have their life insurance maintained by the School District of the City of Detroit at \$2000 until their death.

1A  
6/30/03  
L.S.  
AW  
11/14

**The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals**

**Article XIX Insurance**

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

The cost of mammograms, pap smears and prostate screening will be paid for all unit members regardless of the insurance coverage that is selected by the members.

1 A  
6/30/02  
J. J.  
CW  
1/13

**The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals**

**Article XIX Insurance**

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

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

7 H  
6/20/03  
A.P.  
CW  
114

**The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals**

**Article XIX Insurance**

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

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

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

1. To subscribe in an HMO on the first day of the calendar month after hire, or
2. To subscribe in a PPO or Traditional program after completing (2) years of service. All employees hired or re-hired prior to January 1, 2001 shall be eligible to choose the PPO or Traditional HSM plan.

14  
6/30/03  
J.S.  
CJ  
14

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article XIX Insurance**

**D. Dental**

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

::



T.A.  
6/30/03  
L.S.  
CW  
TW

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article XIX Insurance**

**E. Optical Insurance**

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

TA  
6/30/03  
D.D.  
CW  
18

**The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals**

**Article XIX Insurance (New Language)**

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

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

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

TH  
4/30/03  
J.P.  
CW  
JP

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

**Article XXV Academic Opportunity (Revised)**

**Article XXV Academic Requirements (New Language)**

- A. All School Service Assistants must have a secondary school diploma or its recognized equivalent.
- B. School Service Assistants 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.
- C. Effective July 1, 1975, upon proof of the successful completion of 30 hours, the School Service Assistant's salary schedule shall be increased in the amount of ten cents (\$.10) per hour. Upon proof of an additional sixteen (16) hours of college courses in the area of English, Math/Computer Science, Foreign Language, or any combination of the aforementioned courses taken after January 1, 1982, the School Service Assistant's hourly salary schedule shall be increased in the amount of twenty cents (\$.20) per hour. The proof of having successfully completed this course work shall be furnished by the employee to the District of official transcript. (Successful shall be determined to mean having a grade of C or better.)

These increases shall be effective the first pay period following receipt of an official transcript from the educational institution involved. No School Service Assistant shall have his/her pay reduced.

- D. School Service Assistants hired prior to January 8, 2002 must, by January 8, 2006, have completed at least two (2) years of full-time study at an institution of higher education or obtained an associate's degree or pass a formal state or local assessment designed to demonstrate knowledge of and the ability to assist in instructing in the areas of reading, writing, and math, or in school readiness.
- E. School Service Assistants hired after January 8, 2002 must meet one of the criteria in Article XXV(B).
- F. A school service assistant 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 of Article XXV, Section B and Section C.

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Detroit Federation of Para-Professionals**

---

By their representatives' signatures below, the parties acknowledge that, during negotiations for a successor to the July 1, 1999 - June 30, 2002 Collective Bargaining Agreement, the School District of the City of Detroit is embarking upon testing and implementation of an automated attendance system. The parties agree to meet prior to the implementation of the system to modify this Agreement where it conflicts with the procedural requirements of the automated attendance system.

For the Union:

*Seamus M. Styrke*  
*President*

Date: 6/30/03

For the School District of the City of Detroit:

*John C. White*  
*Lydia M. J. Barlow Jamison*

Date: 6/30/03

The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals

714  
4/30/03  
J.P.  
CW  
44

Delete the attached Letters of Understanding dated March 30, 2000.

20-21 J.P.  
CW  
44

**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**

The parties will meet to discuss the implementation of direct deposit of paychecks to local banking institutions and frequency of paychecks.

**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

22 L.S.  
C.W.  
6/2

**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**

By their representatives' signatures below, the parties agree to review all health care benefits currently offered to the unit members.

A Joint Union-Management Committee of all signatories, including a third party consultant, who specializes in the area of employee benefits, shall be formed by a date to be agreed to by the Parties during the 1999-2000 school year. The third party consultant shall serve in an advisory capacity only. The joint committee shall only reach agreement on the specifications of benefits. The benefits specified are to be equivalent in coverage and benefits presently offered to the unit members (It should be noted that bargaining unit members will not receive anything less in terms of health benefits than what is currently being received).

If the signatories cannot agree on the specified benefits, each party will present its proposal to a third party arbitrator who will be limited to the selection of the Union proposal or The District proposal.

Once the benefit package is defined, it will be bid by the District following its normal purchasing guidelines.

**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

23 L.S.  
CW

**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**

By their representatives' signatures below, the parties agree to the following. The parties agree to meet within thirty (30) days after ratification of this Agreement to discuss increasing life insurance of active members and retired members to \$10,000 and \$3,000 respectively. 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

24 L.S.  
C.W.



**The Detroit Federation of  
Para-Professionals**

**<Noon-Hour Aides, E.S. Satellite Aides,  
and E.S. Satellite Coordinators>**

**The School District of the City of Detroit  
Settlement Proposal  
-To-  
The Detroit Federation of Para-Professionals  
  
<Noon-Hour Aides, E.S. Satellite Aides,  
and E.S. Satellite Coordinators>**

**Article XIV Salary Schedules and Uniform Allowance**

Effective July 1, 2002, all bargaining unit members shall receive a base wage increase of two percent (2%).