AGREEMENT

between the

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

and the

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

JULY 1, 2023 – JUNE 30, 2024

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AGREEMENT

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 2021 and shall continue in effect through June 30, 2023.

ARTICLE 1 - PURPOSE AND INTENT

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

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

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

ARTICLE 2 – RECOGNITION

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

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 4 - PROHIBITION AGAINST STRIKES

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

ARTICLE 5 - GENERAL DESCRIPTION OF WORK

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

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

supervision of the teacher.

A. Para Educators as Substitutes

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

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

B. Para Educators, working under teacher guidance, may be assigned to a maximum of two (2) different teachers in any given day, and to a maximum of ten (10) different teachers in any given week. Where Para Educators also work under the guidance of office staff, counselor, department heads, or other personnel, the number of teachers to whom the Para Educator may be assigned must be adjusted accordingly.

C. If, in the opinion of the Para Educator, a student is disrupting regular activities, he/she may report the action to the teacher responsible for the student (in writing). In the event there is not a teacher responsible for the student at the time the incident occurs or the employee is unable to identify the teacher responsible, the employee may submit a written report of the incident to the worksite supervisor. The supervisor will take appropriate action and discuss with the employee.

D. Para Educators, functioning as Transportation Aides, are to perform those duties necessary in assisting the bus driver to maintain maximum safety on school buses and to contribute to the efficient management of student transportation services.

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

ARTICLE 6 REPRESENTATION

A. It is mutually agreed that for the purpose of operating under this Agreement, employees in this bargaining unit shall be entitled to representation by the designation of one (1) building representative per school building or work location where School Service Assistants are employed.

B. All building representatives shall be full-time employees of the District, except in Buildings where only part-time School Service Assistants who are members of this bargaining unit are employed. The Union shall supply the District with names and addresses of all of its building representatives as well as each of its officers, and directors and shall promptly notify the District of any changes which might occur.

C. The building representatives, where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the District, shall be permitted reasonable time to investigate the present grievances but shall not receive any extra pay from the District

because of the performance of such duties.

D. The representative shall perform his/her duties as representative without interference with his/her own job functions or the job functions of other employees. Such representative shall not leave his/her job to conduct his/her duties as representative without first securing the approval of the principal or administrator. All Union businesses conducted by the building representative shall be outside the scheduled working day except as otherwise authorized by the principal or administrator.

E. The Union through its building representative shall assume the responsibility of familiarizing School Service Assistants in the schools with the content of this Agreement.

ARTICLE 7 - SPECIAL CONFERENCES

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

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at the special conferences shall be confined to those included in the agenda. Such conferences shall be held within ten (10) calendar days after the request is made. This time limit may be mutually extended by the parties.

ARTICLE 8 – ASSIGNMENTS

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

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

ARTICLE 9 - EMPLOYMENT PRACTICES

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

A. General

1. Employment will be determined in accordance with specific job openings, local school

needs, skills of the persons employed, and in accordance with the Detroit Public Schools Community District personnel policies, project employment requirements, job qualifications, and specifications.

2. New employees will be hired at the starting rate and are defined as employees who have never worked for the Detroit Public Schools Community District before as either a School Service Assistants or Para Educator as identified in the Recognition Clause, Article II.

3. Each work location will keep attendance records for each Para Educator. This information will be made available for the Para Educator's personal information and shall be maintained by the administrator and filed with the employee's evaluation.

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

5. Mileage

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

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

B. Availability of Funding

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

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

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

2. The School Advisory Committee, in meeting to consider applicants for any open position, will be instructed to give preference to all eligible released Para Educators applications on file in accordance with this provision.

3. Para Educators whose employment is terminated because of reduction of funds in a given project should be interviewed for employment in other projects in existence at the time in

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

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

C. In Service Training

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

ARTICLE 10 – SENIORITY

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

1. Seniority in employment with the Detroit Public Schools Community District; previous experience including Special Projects; and service at other schools or in other positions.

2. In the event this does not resolve the issue, the District and the Union shall meet to establish a workable solution.

3. Building seniority shall include any previous service provided at the school where employment was terminated due to economic necessity and reassignment to the same building did occur. (See Article IX. #3.)

4. Seniority for Bilingual aides will be within the language group specifically for which the aide was hired.

ARTICLE 11 – LAY-OFF/RECALL

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

A District employee covered by this agreement shall return to work as directed by the District within five (5) calendar days of the date of the notice of assignment letter or three (3) calendar days if notified by

telephone or email (absent extenuating circumstances as determined by the District). Failure to respond to the written notice within the timelines above will result in the employee being considered a voluntary quit and the District shall be under no further obligation to the employee.

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

Laid off employees shall be maintained on a recall list for a period of one years at which time recall rights shall terminate.

In the event, the District deems it necessary, unit members will be considered laid off at the end of the third (3rd) day of work stoppage by another bargaining unit, unless notified by the Emergency Financial Manager, or if the District's financial emergency is resolved, the General Superintendent or his/her designee. Notice to the contrary may include any date after the third day of the work stoppage. Employees are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without the need for any specific notice in the event schools do not open or schools open and are subsequently close.

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

1. Seniority in employment with the District; previous experience including Special Projects; and service at other schools or in other positions.

2. In the event this does not resolve the issue, the District and the Union shall meet to establish a workable solution.

Recall shall occur in inverse order of seniority.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

Step 1

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Principal or his representative within fourteen (14) calendar days from the time that the event took place or within fourteen calendar days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the principal or the applicable unit head shall arrange for a conference

within seven (7) calendar days after receipt of the grievance.

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

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

Step 2 – Appeal to Superintendent

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

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

Step – 3 – Arbitration

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

a. In writing submit to the other party a Demand for Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission or the American Arbitration Association by mutual agreement of the parties, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be advisory only and not binding upon the parties.

b. Or, if either party so requests, the School District and Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within twenty-one

(21) calendar days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

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

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

The Superintendent, 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 Superintendent, or his/her designated representative may be appealed to arbitration under the provisions of Step 3 above.

General Grievance Powers

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

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

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

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

Computation of Back Wages and Overpayment

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

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

ARTICLE 13 - PERSONNEL RECORDS AND FILES

A. Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. They are available only for administrative and supervisory use, but they are accessible, with the exceptions noted below, to the individual employee concerned.

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

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

ARTICLE 14 - PERSONNEL FILES

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

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

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

ARTICLE 15 – STAFFING and HOURS OF WORK

The work week normally will consist of six (6) hours **and 25 minutes** per day. Any work beyond the **hours set forth above** will be paid at the current rate up to forty (40) hours. Full-time employees shall have a daily duty-free and no-paid lunch period forty-five (45) minutes, and shall have a fifteen (15) minute paid daily relief period. The lunch period and daily relief period shall be scheduled by the principal. The relief period shall not be assigned as part of the first or final period of the day.

A. Emergency Conditions

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

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

ARTICLE 16 - SCHOOL CLOSINGS /EMERGENCY CONDITIONS

When students are not required to report to school due to building closures or inclement weather not within the control of school authorities, school-based bargaining unit members in those schools shall not be required to report but shall be paid their regularly scheduled hours of work.
When an individual school closes after the start of the workday due to building problems, bargaining unit members will be dismissed without loss of pay.

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

ARTICLE 17 - COMMON PREP TIME

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

ARTICLE 18 - CALENDAR

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

ARTICLE 19 – TRANSFERS AND PROMOTIONS

Unit members will be assigned to specific school buildings operated by the District in accordance with its policies, procedures and as provided in this Agreement.
Whenever a school building is razed or demolished, the bargaining unit member assigned to said building shall be reassigned in accordance with the current applicable provisions.

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

A. Promotions – Eligibility Pools

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

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

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

a. He/she must not presently be charged with a disciplinary infraction;

b. He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement);

c. He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,

d. If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one year (12 months prior to the date of posting the announcement);

e. He/she must have passed the promotional examination.

Applicants who are not currently employed by the District must satisfy the statutory and District employment policy requirements for employment in addition to the eligibility requirements identified in the announcement.

2. When candidates for a position have been identified, applicant pools will be prioritized in the following order:

a. Except as otherwise required by law (including court and arbitrator decisions), displaced person, e.g. due to reconstitution, returns from leaves, other than Workers' Compensation, and F.M.L.A.

b. Voluntary transfers;

c. Promotions; and,

d. Prospective employees

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

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

3. Selections for each vacancy will be as follows:

School Locations

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

b. The Site Based Management Committee shall comment on the qualifications of the five applicants and submit them to the principal.

c. The principal shall make the final selection.

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

Locations Other Than Schools

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

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

B. Transfers

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

2. In case of individual transfers:

   Unit members being transferred shall be notified in writing seven (7) business days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and place involved. The Union will be furnished with a copy of the notification at the same time unless emergency circumstances prevent notification to the union at the same time. The parties recognized that emergency situations may arise in which the above 7 business day notice is not feasible.

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

4. No voluntary transfers shall be permitted unless the current assignment passes inspection by the Department of Facilities Management and Capital Improvements.

C. Exceptions

Not withstanding the provisions of this article, exceptions may be made to the above procedures to

comply with applicable laws, including court and arbitration decisions.

ARTICLE 20 - COMPENSATION

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

A. 2017-**18 School Year**

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

	Current	New
Step 1	$8.90	$9.25
Step 2	$9.43	$10.25
Step 3	$10.75	$11.25
Step 4	$10.80	$12.25
Step 5	$11.70	$13.00

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

	Current	New
Step 1	$12.00	$12.00
Step 2	$----	$13.00

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

SSA (Para Educator) Computer Science (30 hour)

	Current	New
Step 1	$13.46	$13.86
Step 2	$14.22	$14.65
Step 3	$14.88	$15.33

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

	Current	New
Step 1	$13.98	$14.40
Step 2	$14.88	$15.33

School Culture Facilitator

	Current	New
Step 1	$13.98	$14.40
Step 2	$14.88	$15.33

Family Case Technician

Current	New
$17.09	$17.60

4. Additional terms for employees on steps:

a. It is understood and agreed that because the District received additional local revenues in excess of $12 million for the 2016-2017 school year, excluding one-time payments, that, in accordance with the parties' agreement of October 17, 2016, bargaining unit members on steps in the 2016-17 school year shall move one full step on the wage schedule as of the beginning of the 2017-18 school year, except bargaining unit members who had been on Step 1 for one or more years as of 2016-17, who shall move to Step 3. For example, a bargaining unit employee who was on Step 2 of his/her respective wage schedule during the 2016-17 school year shall move to Step 3 of the schedule as of the beginning of the 2017-18 school year.

b. Employees, other than Early Childhood and Montessori staff members, who are on steps shall remain on their current step and shall receive the wage increases noted above as of the payroll (February 20, 2018) following the second semester of the 2017-18 school year.

c. Early Childhood and Montessori staff members who have been employed as of September 1, 2017, shall move to Step 2 of the salary schedule as of the payroll following the second semester of the 2017-18 school year (February 20, 2018), provided they have completed their certification/training as required, approved by the District, and submitted to the Human Resources Department; if a staff member does not have their certification/training completed, approved and submitted as of that time, they shall remain on Step 1, and shall not be eligible to advance a step until the first payroll period following the second semester of the 2018-19 school year; however, the staff member shall not advance to Step 2 at that time unless the required certification/training is appropriately completed, approved and submitted.

OTHER

a. In settlement of this successor collective bargaining agreement, as well as to address the Union's claim that General Education School Service Assistants in the past have worked in excess of their regularly scheduled hours for which the employee was

not properly paid, the District and Union agree as follows, which shall resolve such claims for past school years.

b. The District shall make a bonus payment of $375 in December 2017 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit employees who were employed as of July 1, 2017, and who are still employed by the District as of the date that such payment is made.

c. The District shall make a bonus payment of $375 in December 2018 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit employees who were employed as of July 1, 2018, and who are still employed by the District as of the date that such payment is made.

d. It is understood and agreed that because these payments are made in the form of a lump-sum bonus, no District retirement contribution shall be made to the Michigan Public School Employees Retirement System (MPSERS) on such payments.

B. 2018-**19 School Year**

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

	Current	**2017-18**	**2018-19**
Step 1	$8.90	$9.25	$9.25
Step 2	$9.43	$10.25	$10.25
Step 3	$10.75	$11.25	$11.25
Step 4	$10.80	$12.25	$12.25
Step 5	$11.70	$13.00	$13.55

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

$15.79

SSA Computer Science (30 hour) Degreed

	Current	**2017-18**	**2018-19**
Step 1	$13.98	$14.40	$14.83
Step 2	$14.88	$15.33	$15.79

School Culture Facilitator

	Current	**2017-2018**	**2018-19**
Step 1	$13.98	$14.40	$14.83
Step 2	$14.88	$15.33	$15.79

Family Case Technician

Current	**2017-18**	**2018-2019**

$17.09	$17.60	$18.13

3. Additional terms for employees on steps:

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

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

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

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

b. The District shall make a bonus payment of $375 in December 2017 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit employees who were employed as of July 1, 2017, and who are still employed by the District as of the date that such payment is made.

c. In addition, The District shall make a bonus payment of $375 in December 2018 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit employees who were employed as of July 1, 2018, and who are still employed by the District as of the date that such payment is made.

d. It is understood and agreed that because these payments are made in the form of a lump-sum bonus, no District retirement contribution shall be made to the Michigan Public School Employees Retirement System (MPSERS) on such payments.

C. 2019-20 School Year

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

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

E. Economic Concessions

The economic concessions, including but not limited to reducing the base wage scale by 10% currently in operation will remain in effect for the duration of this Agreement.

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

G. Overtime

Time and one-half will be paid to all employees of the bargaining unit for actual hours worked in excess of 40 hours during any one week period. For purposes of this section, the phrase "actual hours worked" shall be consistent with the definition of hours worked pursuant to the Fair Labor Standards Act.

H. SATURDAY, SUNDAY AND HOLIDAY

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

I. Workers' Compensation.

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

An employee will maintain employment for a maximum of one (1) year while receiving workers' compensation benefits. Upon termination from employment with the District all benefits will end. (Workers compensation will apply as provided by the laws of the State of Michigan)

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

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

ARTICLE 21 - OTHER BENEFITS

A. Holiday Pay - Para Educators shall receive pay for holidays according to the school calendar for teachers. Part-time employees will receive prorated holiday pay.

Holiday pay will be authorized for Para Educators only for those holidays that are within the contract year. July 4 will be a paid holiday for School Service Assistants who are scheduled to work.

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

B. Veteran's Day

a. As in the 2016-17 school year, Veteran's Day is no longer a half-day District holiday, and bargaining unit members shall again work a full day on the day Veteran's Day is observed in both 2017 and 2018.

b. As in the 2016-17 school year, bargaining unit members shall not work, but be paid one-half (1/2) day off with pay on the day before Thanksgiving in lieu of the half-day Veterans' Day holiday for both 2017 and 2018.

C. Sick Days

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

2. District practice require that an employee who has had surgery, broken bones, or an illness which requires hospitalization, may require an examination by the District's designated Physician before returning to work.

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

3. Effective July I, 2002, each unit member shall receive sick leave at the rate of ten (10) days per year. Sick days will be deposited July 1. Employees new to the bargaining unit after July 1 of any year will receive their sick days on a pro rata basis.

4. If such a unit member separates employment from the District during the school year and is paid for illness days in advance of what they would have otherwise accrued, such overpayment will be repaid by the unit member.

5. Unused sick leave days may be accumulated from year to year to a maximum of one hundred (100) days. If the employee is terminated for any reason, it is expressly understood that no compensation will be made for accumulated sick days.

6. Each unit member receiving sick days may use two (2) days as personal business, without reason. Personal business days may not be used to extend a holiday.

7. Illness Leave – Prolonged illness leaves may be granted for a period of one (1) year with an extension for the leave within the discretion of the District. Approval of illness leave will be contingent upon presentation of a physician's statement.

8. District practices require that an employee who has had surgery, broken bones, or an illness which requires hospitalization, be examined by the Office of Medical Screening before returning to work. Illnesses which extend beyond ten (10) working days require an authorization by the Office of Medical Screening before the employee may return to work.

   At the time of examination, the employee must present Form 432. Release Pay Check;

Physician's Certificate, completed by his/her own physician. It shall be the sole responsibility of the employee to make the appointment. An employee who reports to work without authorization will not be paid.

9. Para Educators absences due to physical injury resulting from school-related assault shall not be chargeable against sick leave and the Para Educator's regular gross earnings shall be maintained. The District may equitably extend the technical definition of assault in appropriate cases.

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

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

12. The sick leave bank shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: conjunctivitis, chickenpox, measles, mumps, diphtheria, whooping cough, impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.

13. Absence due to death of a member of the immediate family may be charged to the sick leave bank to the extent of one to five scheduled working days as necessary for each death.

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

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

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

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

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

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

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

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

E. Maternity Leave

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

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

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

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

(1) The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the employee's personal physician and confirmed by the District designated Physician that the employee is unable to work.

~~(2)~~ During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the District's designated Physician.

(3) An employee shall not move from any unpaid Leave of Absence status to paid disability absence status.

(4) An employee shall not move from a disability absence to an approved absence without pay except that the employee may request an approved absence without pay within the last four (4) weeks preceding the ending of a semester.

e. Requirements for Leave of Absence for Personal Business Without Pay:

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

G. Related Condition

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

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

H. Study Leave

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

H. Military Leave

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

I. Union Leave

Members of the Union elected or selected by the Union to do work which takes them from their employment, shall, at the written request of the Union, be considered for leaves of absence for periods not to exceed one year or the term of office. School Service Assistants on Union leave shall be placed, at the expiration of such leave, in a position comparable to the position held at the time the professional Union leave was granted provided such position still exists. The individual, upon his/her return, shall be re-employed with

accumulated seniority. Such leaves of absence may be renewable upon request of the employee.

J. Jury Duty

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

ARTICLE 22 – INSURANCE

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

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

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

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

A. **Life Insurance**

The District shall underwrite the cost of group life insurance for all eligible members of the bargaining unit. The policy shall provide the payment of $10,000.00 to the employee's designated beneficiaries of the employee's estate if the employee should die while in the active service of the District.

ARTICLE 23 - EVALUATIONS, COMPETENCE AND TERMINATION PROCEDURES

A. Performance Evaluation

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

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

B. Discharge, Supervision and Discipline

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

a. The bargaining unit member must be notified in advance in writing of the purposes of a conference or hearing with the administrator or unit head when discipline is contemplated. Such notice must include the statement of charges and/or work rule violation(s). The notice must also state that the bargaining unit member has the right to Union representation.

b. Unless mutually agreed to by the parties, the hearing or conference of the bargaining unit member will be held no later than thirty (30) days from the date the investigation upon which the charges are based is concluded. The person bringing charges cannot chair a hearing. A written summary including the decision will be provided to the affected unit member. If it is serving in a representative capacity, a copy to the Union will also be provided.

c. Disciplinary action taken against bargaining unit members considered improper by the member or the Union may be grieved in accordance with the grievance procedure as contained in Article XII in this Agreement.

C. Probationary Employees

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

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

A. Bulletin Board Space

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

B. Union Activities

1. The principal shall recognize the elected Union building representative as the official representative of the Union in the school.

2. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours, in conferences, meetings, or negotiations, at the Central Administrative Office, they shall suffer no loss in pay.

C. Notices to Unions

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

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

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

1. Such meetings are scheduled in advance and approved by the principal/director.

2. Such meetings do not alter the existing need for custodial services in the building and are limited to a time when such regular custodial service is available.

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

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

ARTICLE 26 - USE OF SCHOOL MAIL SYSTEM

A. In the event the Union wishes to utilize the inter-school mail system and pick-up service, the Union shall make a request to the Office of Labor Affairs and designate the purpose and nature of the material to be sent. Upon approval of said office, such mail service shall be made available to the Union. The District reserves the right to deny this service when in the judgment of its representatives the materials to be disseminated reflect opposition to or conflict with the School District of the City of Detroit policies and/or administrative practices, or when it appears in the judgment of the representatives, that a particular organization is using the service excessively or unnecessarily.

D. The internal mailing system is not to be used for organizational membership drives, elections, or the support of candidates or political positions within or outside of the organization.

E. The use of the District's internal mailing system is a privilege and is contingent upon adequate staff being present to handle such materials as a part of its normal working schedule.

D. Publications and/or house organs of organizations distributed through the internal mailing system must meet the above criteria. Additionally, the use of the internal mail system for the distribution of any materials by such organizations must not be in conflict with Federal law or United States Post Office regulations.

ARTICLE 27 - ACADEMIC OPPORTUNITY

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 ($.10) per hour. Upon proof of an additional sixteen (16) hours of college courses in the area of English, Math/Computer Science, Foreign Language, or any combination of the aforementioned courses taken after January 1, 1982, the School Service Assistant's hourly salary schedule shall be increased in the amount of twenty cents ($.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.

G. All Early Childhood Para Educator must possess one of the following credentials required by the Michigan Department of Education ("MDE") in order to work in a prekindergarten classroom:

- Child Development Associate Credential (CDA), or
- Associate Degree in Early Childhood/Preschool Education or Child Development
- 120 clock hours of documented professional development in early childhood education offered by approved training organizations and approved by the MDE

All Early Childhood Para Educators without the requisite credentials by June 2010 will not be able to continue employment in the Detroit Public Schools Early Childhood Program.

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

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

ARTICLE 28 – INFORMATION

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

ARTICLE 29 - UNION MEMBERSHIP DUES

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

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

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

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

A. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

F. The Union agrees that in the event of litigation against the District, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the District, its agents or employees for any monetary award arising out of such litigation.

ARTICLE 30 – MANAGEMENT RIGHTS

A. The District reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the Detroit Public Schools Community District reserves the right to govern and manage the District in all respects.

B. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by court of competent jurisdiction from whose final judgement or decree no appeal has been

taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE 31 – SITE-BASED MANAGEMENT

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

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

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

ARTICLE 32 – DIRECT DEPOSIT/DEBIT CARD

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

ARTICLE 33 – CHANGE AND TERMINATION

The parties will revise the prior agreement to modify dates. The agreement shall be revised to reflect an expiration date of June 30, 2023.

ARTICLE 34 - ITEMS FOR FURTHER DISCUSSION

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

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

ARTICLE 35 - STATEMENT OF COMMITMENT / OTHER

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

b. The parties agree to continue discussions regarding: 1) updating the job description of School Service Assistant/Para-Educator; 2) additional compensation for the assistance provided by paras occasioned by absent teachers; 3) professional development opportunities for School Service

Assistants/Para-Educators; 4) Priority School Agreement and Partnership Agreement; 5) District Wide Seniority on a pilot basis; 6) Montessori Program SSAs/NHAs job duties; and 7) Family Case Technician job description.

c. The parties agree to meet no later than the second semester of the 2017-2018 school year, to address the matters set forth above.

d. The contract provisions of the current collective bargaining agreement not otherwise set forth above or attached shall continue.

e. The parties agree to include in the parties' agreement the attached "Statement of Commitment, Community Schools in Detroit."

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

ARTICLE 36– DURATION

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

LETTERS OF AGREEMENT

Letter of Agreement – Professional Development – April 26, 2010

By their representatives' signatures below, the parties agree to the following: The District will, in consultation with the Union, endeavor to identify a professional development curriculum for School Service Assistants, Computer Science and Family Service Workers that is focused on raising student achievement. The District reserves the right to make the final determination of professional development.

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

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

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

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

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

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

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

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

For the Union:

Lenora M. Starks
Gwendolyn Snell
Addie Johnson

Date: March 30, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Floyd Allen

Date: March 30, 2000

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 healthcare review committee comprised of representatives from the various, selected bargaining units within the District would be formed in an effort to standardize health care benefits.

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

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

For the Union:

Lenora M. Starks
Gwendolyn Snell
Addie Johnson

Date: March 30, 2000

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:	**For the School District of the City of Detroit:**
Lenora M. Starks	Charles L. Wells III
Gwendolyn Snell	Floyd Allen
Addie Johnson	
Date: March 30, 2000	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:	**For the School District of the City of Detroit:**
Lenora M. Starks	Charles L. Wells III
Gwendolyn Snell	Floyd Allen
Addie Johnson	
Date: March 30, 2000	Date: March 30, 2000

Letter of Understanding
between
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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:	**For the School District of the City of Detroit:**
Lenora M. Starks	Charles L. Wells III
Gwendolyn Snell	Floyd Allen
Addie Johnson	
Date: March 30, 2000	Date: March 30, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
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

2023-2024
AMENDMENTS

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT (DPSCD)
AND DETROIT FEDERATION OF PARAPROFESSIONALS (DFP)
LOCAL 2350 "BARGAINING UNIT M"
Tentative Agreement (Package)
2023-2024

TERMS:

1. A collective bargaining agreement of one-year effective July 1, 2023 to June 30, 2024.
2. 2023-2024 Wage Schedule

Job Classifications	2022-23 Hourly Rates	2023-24 Newly Hourly Rates
Gen Education Para- Step 1	$15.30	$16.07
Gen Education Para- Step 2	$15.87	$16.66
School Culture Facilitator	$17.55	$18.01
Early Childhood Para-Educator	$15.87	$16.66
Montessori Para-Educator	$15.87	$16.66

3. **Longevity Supplement:** DFP unit members, as of June 30, 2023 who have 20 or more years of service with the District (and its predecessor the Detroit Public Schools) shall receive longevity supplement in the amount of $1,200.00. The District shall pay this longevity supplement in a separate pay advice in July 2024. To receive this supplement, employees must maintain their employment for the 2023/24 school year.

4. **December Retention Bonus:** All DFP bargaining unit members on the payroll as of December 1, 2023, will receive a $2,000.00 December Retention Bonus to be paid through a separate pay advice in the last payroll in the month of December 2023. This agreement covers the 2023/24 school year. Unless specifically altered by this agreement, all other contract rights that were agreed to by the Union and the Employer for the 2022/23 school year will be incorporated into this agreement.

5. Unless specifically altered by this agreement, all other contract rights that were agreed to by the Union and the Employer for the 2022/23 school year will be incorporated into this agreement.

Acceptance of this proposal by the Union as a tentative agreement subject to membership ratification.

Donna Jackson
Donna Jackson (Aug 29, 2023 10:18 EDT)
Signature

Signature

Acceptance of this proposal by the District as a tentative agreement subject to Board approval.

Luis Solano (Aug 29, 2023 10:34 EDT)
Signature

Gwendolyn Anderson
Signature

Signature

2021-2023
AMENDMENTS

Detroit Public Schools Community District
and
Detroit Federation of Paraprofessionals
Bargaining Unit M

TENTATIVE AGREEMENT
December 2, 2021

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1. A collective bargaining agreement of two years' duration effective July 1, 2021 and expiring June 30, 2023.

2021-2022

2. The Para Educator wage schedule shall be reduced to a **two (2)** step schedule as follows:

	Current	**New**
Step 1	$10.14	Eliminate Step
Step 2	$10.78	Eliminate Step
Step 3	$11.83	Eliminate Step
Step 4	$12.88	**Step 1 $15.00**
Step 5	$14.24	**Step 2 $15.55**

In 2021-22, Para Educators currently on Steps 1-4 shall move to the new Step 1. Para Educators currently on Step 5 shall move to the new Step 2.

3. The Early Childhood and Montessori Para Educator wage schedule shall be reduced to a one (1) step schedule as follows:

	Current	**New**
Step 1	$12.61	Eliminate Step
Step 2	$14.24	Step 0 **$15.55**

4. The School Culture Facilitator wage schedule shall be reduced to a one (1) step schedule as follows:

	Current	**New**
Step 1	$15.59	Eliminate Step
Step 2	$16.60	Step 0 **$17.20**

5. The Family Case Technician wage rate shall be increased as follows:

Current	**New**
$19.06	**$ 19.75**

6. (TOP STEP) For the 2021-2022 school year, all bargaining unit members currently on top step (Para Educators, School Culture Facilitators and Family Case Technicians) as of December 31, 2021 shall be paid an off- schedule supplemental payment in the amount of $1000 to be paid no later than February 2022.

7. **Off-Days with Pay:** Effective with the 2021-2022 school year, all bargaining unit members covered by this Agreement shall receive eleven and one-half (11.5) off-days with pay to be used during established break periods. For the 2021-22 school year, bargaining unit members shall receive 6.5 off-days with pay during the December break and 5 off-days with pay during spring break. Beginning with the 2022-23 school year, bargaining unit members shall receive off-days with pay as follows: one-half day the Wednesday before Thanksgiving, six (6) days during the December Break and five (5) days during Spring Break.

8. **Sick Day Payout:** Upon retirement with the qualifications established by the Michigan School Employees' Retirement System, an employee will be paid one-half her/his unused sick leave days, with a maximum allowance of 30 days' pay.

9. **Article 5 - Temporary Classroom Coverage**

   A. It is recognized that in general and absent extenuating circumstances, a bargaining unit member may not be assigned full responsibility for leadership and supervision of students without the direction and/or supervision of a certified teacher or administrator.

   B. It is understood and agreed that in general and absent extenuating circumstances, a bargaining unit member is not to serve in the place of a classroom teacher as a regular substitute. It is permissible for a bargaining unit member to assume temporary leadership and supervision of students in a classroom in the temporary .absence of a teacher, provided a certificated teacher or administrator has been specifically designated to direct and/or supervise the activities to be performed by the unit member.

   C In the event there is a temporary, full-day absence of a teacher in a classroom, and a bargaining unit member in 'M' or 'S' is requested by an administrator to take responsibility for the temporary leadership and supervision of assigned students in the classroom, then the bargaining unit member shall receive compensation of $35.00 per full-day as a stipend for the additional assignment/responsibilities. As a condition of receiving this $35.00 full-day stipend, the bargaining unit member who is given this temporary, full-day assignment must submit the completed Temporary Classroom Coverage Form on a weekly basis to the Principal or his/her designee.

2022-2023

10. DFP unit members shall receive a base wage increase of 2% as of the beginning of the 2022-2023 school year.

11. (TOP STEP) For the 2022-2023 school year, all bargaining unit members currently on top step (Para Educators, School Culture Facilitators and Family Case Technicians) as of December 31, 2022 shall be paid an off- schedule supplemental payment in the amount of $1000 to be paid no later than February 2023.

12. Article 20-Compensation: ~~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.~~

There shall be no step movement for the 2022-2023 school year.

2021-2022 and 2022-2023

13. All DFP unit members shall receive a supplemental stipend for services provided in the area of learning recovery in the amount of $2,000. The District shall pay this learning recovery supplement in December for each of the following school years: 2021-2022 and 2022-2023 in a separate pay advice.

14. DFP unit members who, as of June 30, 2021 and June 30, 2022, who have 20 or more years of service with the District (and its predecessor the Detroit Public Schools) shall receive a longevity supplement in the amount of $1000. The District shall pay this longevity supplement of the school year in 2021-2022 and in 2022-2023 in a separate pay advice. The employee must remain employed throughout the school year that the longevity payment is paid.

15. DFP unit members actively working in a retiree job code shall receive the same supplements, stipends, bonuses, or other forms of additional compensation as other DFP unit members in their respective job classifications, excluding the longevity supplement referenced above.

16. It is the mutual understanding and agreement of the parties that all of the supplements, stipends, and other forms of pay set forth in this Compensation Agreement shall be creditable and reportable *compensation* with the Michigan Office of Retirement Services ("ORS") within the meaning of MCL 38.1303a(2). The District shall take all necessary steps to report such compensation as creditable with the ORS.

Non-Financials

17. **ARTICLE 2 – RECOGNITION:** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment for the term of this Agreement of all employees of the District included in the bargaining unit described in Certification of Representative issued by the Employment Relations Commission, Case No. R71 E-208, as

follows: All ~~School Service Assistants~~ **Para Educators, School Culture Facilitators and Family Case Technicians** employed by the **Detroit Public Schools Community District** ~~School District of the City of Detroit~~, excluding supervisors, all employees currently represented by other labor organizations and all other employees.

18. **ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY**: The parties recognize and agree that neither shall **discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, age, religion, height, weight, citizenship, marital or family status, military status, ancestry, genetic information, or any other legally protected category, in its educational programs and activities, including employment and admissions opportunities** or membership in, or association with the activities of, the Union.

19. **ARTICLE 5 - GENERAL DESCRIPTION OF WORK:** ~~The parties agree that in the new contract and in materials developed after ratification and approval of the contract, the term "School Service Assistant" shall be changed to "Para Educator" to reinforce the fact that the fact that the primary responsibility of this position is to assist in the instruction of students under the supervision of a teacher; however, it is understood and agreed that current job duties and the job description will not change as a result of such title change. The service of the Para Educator shall be to provide instructional support services under the direct supervision of the teacher.~~

A. **The primary responsibility of the Para Educator shall be to provide instructional support services for students under the direction of the teacher or principal/designee.**

B. **The primary responsibility of the School Culture Facilitator shall be to provide instructional support services and behavior support strategies for students detained in In-School Suspension (ISS) classrooms under the direction of the teacher or principal/designee.**

C. **The primary responsibility of the Family Case Technician shall be to provide support services for families under the direction of the principal.**

D. ~~Para Educators as Substitutes Functioning in the Capacity of a Substitute Teacher The Chief Executive Officer Superintendent or his/her designee shall issue a written directive to school administrators indicating that Para Educators are not to be used as substitute teachers, but are to be used to assist members of the instructional staff in carrying out their duties and responsibilities. Administrators who use Para Educators as substitute teachers will be held accountable. Members of this bargaining unit shall not be used as substitutes, per the laws of the State of Michigan governing teaching certificates, and of the United States in regard to the Title I law, except for temporary emergency supervisory duty where the welfare of pupils are involved. If a unit member is assigned to supervise students as~~

~~a substitute teacher for full-day coverage, they shall receive a temporary supervisory duty stipend of seventy-five dollars ($75) per assigned day in addition to their normal hourly rate. If a unit member is assigned to supervise students as a substitute teacher for one-half (1/2) day they shall receive a temporary supervisory duty stipend of thirty-seven dollars and fifty-cents ($37.50) per assigned day in addition to their normal hourly rate.~~

~~Para Educators functioning in the capacity of a substitute teacher shall be assigned and approved (in writing) by principals prior to the start of the workday or when assignment is needed.~~

~~Para Educators shall not be used to cover teacher preparation periods.~~

E. Para Educators, working under teacher guidance, may be assigned to a maximum of two (2) different teachers in any given day, and to a maximum of ten (10) different teachers in any given week. ~~Where Para Educators also work under the guidance of office staff, counselor, department heads, or other personnel, the number of teachers to whom the Para Educator may be assigned must be adjusted accordingly.~~

F. If, in the opinion of the Para Educator, a student is disrupting regular activities, he/she may report the action to the teacher responsible for the student (in writing). In the event there is not a teacher responsible for the student at the time the incident occurs or the employee is unable to identify the teacher responsible, the employee may submit a written report of the incident to the worksite supervisor. The supervisor will take appropriate action and discuss with the employee.

~~D.~~ ~~Para Educators, functioning as Transportation Aides, are to perform those duties necessary in assisting the bus driver to maintain maximum safety on school buses and to contribute to the efficient management of student transportation services.~~

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

20. **ARTICLE 7 - SPECIAL CONFERENCES: Upon written request,** 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~~. **Special Conferences shall be between no more than ~~four~~ three (3) representatives of each party unless the parties mutually agree that more than three (3) representative from each party can attend the special conference.** ~~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. **The parties may mutually extend this time limit.**

21. **ARTICLE 8 – ASSIGNMENTS**

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

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

~~Staff Ratios~~
~~Para-Educators Unit Members shall work with no more than 5 students in small groups. (Except Early Childhood and ISS classrooms.)~~

B. **Bargaining unit members shall be assigned work appropriate to their classification and within their job description as prescribed by the District.**

C. **The Union shall be notified when the District creates or modifies a job classification covered by the bargaining unit.**

22. **ARTICLE 9 - EMPLOYMENT PRACTICES:** ~~Members of this unit shall be given a three (3) workday notice on all layoffs. This notice shall be in writing~~. **(Moved to Article 11 – Layoff/Recall)**

A. General

1. Bargaining unit members, ~~Employment~~ will be hired ~~determined~~ in accordance with specific job announcements, ~~openings~~, local school needs, ~~skills of the persons employed~~, and ~~in accordance with the Detroit Public Schools Community~~ District personnel policies. ~~project employment requirements, job qualifications, and specifications~~.

2. The assignments and duties of newly hired bargaining unit members shall be based on the descriptions posted in the specific job announcement. Initial assignments and any changes to assignments and duties must comply with Article 8.

3. ~~New~~ Employees **new to the bargaining unit will be hired at the starting rate on the wage schedule, unless mutually agreed upon by the district and the union**. ~~and are defined as employees who have never worked for the Detroit Public Schools Community District before as either a Paraeducators or Paraeducator as identified in the Recognition Clause, Article II~~.

4. Each work location will keep attendance records for each Paraeducator. This information will be made available for the Paraeducator's personal information and shall be maintained by the administrator and filed with the employee's evaluation.

~~4. Paraeducators 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: All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement.

   For each school year, the mileage rate shall reflect the rate that is used by the Internal Revenue Service for tax purposes for a maximum of 500 miles per month. ~~per employee~~.

   Unit members shall submit completed mileage form to the authorizing supervisor for approval. Mileage forms must be submitted to the Office of Payroll within 30 days of travel in accordance with District guidelines.

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. **All bargaining unit members** ~~Paraeducators as identified in the Recognition Clause, Article II~~, who are assigned **to a specific school** at the close of the school year, shall **return** ~~be reassigned, to the program when and if the program resumes after refunding~~, provided their positions have been funded.

2. **Summer Assignments**: When district programs extend beyond thirty-nine (39) weeks (ten-month school year) to summer periods,

Paraeducators who are available for positions will rotate positions until all Paraeducators 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 Paraeducators shall be based on the concept of there being a representative number of Paraeducators from feeder and base schools. The number of Paraeducators assigned to a cluster summer school is to represent directly the proportion of students who are to attend school.

3. The School Advisory Committee, in meeting to consider applicants for any open position, will be instructed to give preference to all eligible released Paraeducators applications on file in accordance with this provision.

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

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

C. <u>In Service Training</u>

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 Educators** ~~para~~<u>educators</u> ~~professionals~~ to up-grade their skills.

23. **ARTICLE 10 – SENIORITY (Replace Current Language)**

1. Building Seniority is by classification as follows:
   ParaEducator-General Education
   ParaEducator-Early Childhood/Montessori
   School Culture Facilitator
   Family Case Technician
   In addition, building seniority for Bilingual aides will be within the language group specifically for which the aide was hired.

   In the event of equal building seniority, the following criteria will be used to determine seniority in the school building.

   a. Seniority in employment with the Detroit Public Schools Community District
   b. In the event this does not resolve the issue, the District and the Union shall meet to establish a workable solution.

2. When there is a reduction in service and a need to reduce staff, priority for continued employment within the building will be given the bargaining unit members who holds the greater building seniority.

   Should a vacancy not be available in the building, the unit member shall be placed in an available vacancy within the same classification at another District school.

   Should a vacancy not be available in the District within the same classification at another District school, the bargaining unit member with the least amount of District seniority in his/her classification shall be laid off, and the displaced bargaining unit member with the greater seniority shall be placed in that position.

24. **ARTICLE 11 – LAY-OFF/RECALL: Each employee that is laid off shall be given a three (3) day written notice which will specify the effective date of layoff. Employee(s) laid off through the procedure stated in this Agreement shall be maintained on a recall list for a period of one (1) year, at which time the recall rights shall terminate.**

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

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

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

~~Laid off employees shall be maintained on a recall list for a period of one years at which time recall rights shall terminate.~~

In the event, the District deems it necessary, unit members will be considered laid off at the end of the third (3rd) day of work stoppage by another bargaining unit, unless notified by ~~the Emergency Financial Manager, or if the District's financial emergency is resolved,~~ the General Superintendent or his/her designee. Notice to the contrary may include any date after the third day of the work stoppage. Employees are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without the need for any specific notice in the event schools do not open or schools open and are subsequently close.

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

~~1. Seniority in employment with the District; previous experience including Special Projects; and service at other schools or in other positions.~~

~~2. In the event this does not resolve the issue, the District and the Union shall meet to establish a workable solution.~~

~~Recall shall occur in inverse order of seniority.~~

25. **ARTICLE 13 - PERSONNEL RECORDS AND FILES** (Combined with Article 14)

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 Employee Health Services 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.~~

26. **ARTICLE 14 – PERSONNEL FILES:** The District will maintain and make available employee personnel records to bargaining unit members in accordance with the "Bullard-Plawecki Employee Right to Know Act," § 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.

Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. Records are available only for administrative and supervisory use, however, they are accessible for the individual employee with the exceptions noted above. Exceptions include test and reports from the Office of Employee Health Services, committees acting in selection or promotion processes and former employers which might make the District liable to claims of improper disclosure or publication. **The individual employee may examine his own record** ~~with~~ in the ~~Chief Executive Officer~~ **District's Office of Human Resources** ~~or his/her designee~~. **Employees may request their personnel file on a form provided by the District and available on the District's website. Pursuant to the "Bullard-Plawecki Employee Right to Know Act," § 423.501 *et seq*, a documentation processing charge will apply to all personnel files produced to the employee under the "Act".**

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.

27. **ARTICLE 15 – STAFFING AND HOURS OF WORK: The work schedule of unit members will be determined by the principal or designee in accordance with the school schedule.** ~~The work week normally will consist of six (6) hours and 25 minutes per day.~~ Any work beyond the hours set forth ~~above~~ below 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~~ forty-five (45) minutes ~~**lunch** period~~, and shall have a **daily** fifteen (15) minute paid **break** ~~daily relief period~~. The lunch period and break ~~daily relief period~~ shall be scheduled by the principal~~. The relief period~~ and shall not be assigned as part of the first or final period of the day.

~~The staffing requirements and work schedule of unit members will be determined by the principal or designee~~.

~~Unit members are hourly rated employees and will be paid only for time actually worked on the job unless provided for elsewhere in this Agreement.~~

Classification	*Daily Paid Work Hours	Paid Break (inclusive in the workday)	Non-Paid Lunch Duty-Free	Total Day	*Paid Hours (Hours/Minutes)	Paid Work Hours Per Week
ParaEducator	6.25	15 minutes	45 minutes	7:10	6.25	32.10
ParaEducator (35 HR)	7	15 minutes	45 minutes	7:45	7	35
ParaEducator (40 HR)	8	15 minutes	45 minutes	8:45	8	40
School Culture Facilitator	8	15 minutes	45 minutes	8:45	8	40
Family Case Technician	8	15 minutes	45 minutes	8:45	8	40

*Payroll conversion of 6.25=6.42

28. **ARTICLE 17 – DAILY LOGS AND ~~COMMON PREP TIME~~ COMPUTER ACCESS:** The parties agree that, ~~where applicable,~~ **the school principal may grant additional** ~~bargaining unit members may use the~~ time during the ~~common prep period on Wednesdays~~ **work-week** to **complete required logs, anecdotal** notes **and other required daily documentation of student data** ~~work on record keeping, preparing for assisting students according to teachers' directions, and otherwise working with teachers~~. ~~If PLC time is scheduled to occur in a building before the common prep period, then bargaining unit members shall use the PLC time for this purpose.~~ It is further understood that, where a bargaining unit member needs access to a computer to input data, such computer access shall be provided during the workday.

~~Each unit member that supports classroom instruction and ISS classrooms shall be provided at least fifty (50) minutes in duration at least for (4) times each week to work on record keeping such as daily logs, anecdotal notes and ISS daily students files and any other required daily documentation of student data or district request. It is further understood that a bargaining unit member shall be assigned a computer/laptop to input data during the workday. Each bargaining unit member will be responsible to provide all required data via email or written documentation to the principal or his/her designee.~~

29. **ARTICLE 18 – CALENDAR**: The District will invite all Coalition of Unions members to jointly bargain the academic calendar, collectively, with all members of the Coalition of Unions inclusive of the Detroit Federation of Paraprofessionals.

~~The district and the union agree to meet to bargain school calendar options. At least one bargaining session shall occur prior to the district reaching a tentative agreement with any other bargaining unit about the school calendar.~~

30. **ARTICLE 19 – PROMOTIONS AND TRANSFER**

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 closed, razed ~~or~~ demolished, **or a building program is closed (i.e. Early Childhood and Montessori Programs)** the bargaining unit member assigned to said building shall be reassigned in ~~accordance with the current applicable provisions.~~ **order of seniority** ~~to any position which they are qualified.~~

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 Resources ~~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:

   1. He/she must not presently be charged with a disciplinary infraction;
   2. 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);
   3. He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,
   4. 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);

~~5. 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:

1. Except as otherwise required by law (including court and arbitrator decisions), displaced person, e.g. due to reconstitution, returns from leaves, other than Workers' Compensation, and F.M.L.A.
2. Voluntary transfers;
3. Promotions; and,
4. Prospective employees

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 Resources ~~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~~

~~1. The Site Based Management Committee shall interview five applicants identified by the Department of Human Resource Management and Planning.~~
~~2. The Site Based Management Committee shall comment on the qualifications of the five applicants and submit them to the principal.~~
~~3. The principal shall make the final selection.~~
~~4. 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.~~

2. Transfers

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

2. In case of individual transfers:
   Unit members being transferred shall be notified in writing seven (7) business days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and place involved. The Union will be furnished with a copy of the notification at the same time unless emergency circumstances prevent notification to the union at the same time.

   The parties recognized that emergency situations may arise in which the above 7 business day notice is not feasible.

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

~~4. No voluntary transfers shall be permitted unless the current assignment passes inspection by the Department of Facilities Management and Capital Improvements.~~

5. Exceptions .
   Not withstanding the provisions of this article, exceptions may be made to the above procedures to comply with applicable laws, including court and arbitration decisions.

3. Voluntary Transfers (new language)

A. A voluntary transfer is defined as a request for a lateral move (i.e. movement between the same job titles and pay grades).

B. A voluntary transfer request must be submitted during the annual voluntary transfer window via electronic form. The Voluntary transfer window will be open from April 1 through April 30.

C. The voluntary transfer request allows an employee to be considered for a budgeted position. Requesting a transfer does not guarantee that a change in assignment will occur.

D. Employees who request transfers are given consideration but are not guaranteed an interview. If selected for an interview, the principal or site supervisor will contact the unit member directly.

E. Transfers must be approved by Human Resources and the principal or site supervisor at the transfer location. Approved voluntary transfers shall become effective in the next school year.

31. **ARTICLE 21 – OTHER BENEFITS**

Jury Duty (Replace current language): Pursuant to District policy and procedures, an employee who serves on jury duty will be granted an approved absence. Employees will be reimbursed for the difference between jury duty pay and regular wages for the days served, including payment without charge to the employee's illness bank for jury interview and orientation. When the employee is excused from jury duty for a half-day or more, they must notify their supervisor immediately and report to work. Jury Duty will only be approved after submitting proper documentation to your supervisor upon return. A scanned copy of the Jury Summons along with the documentation the employee receives prior to leaving the courthouse should be scanned and emailed to payroll.audit@detroitk12.org and their payroll secretary.

32. **ARTICLE 21- MEDICAL LEAVE OF ABSENCE**

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

Medical Leaves of Absence for FMLA Ineligible Employees
For ineligible employees, an employee who has worked twelve months and does not meet the 1,250-hour requirement and has not exhausted leave may be eligible for a medical leave of absence. Bargaining unit members may request a medical leave of absence for themselves or family member's serious medical condition. Medical leave of absence requests may be granted based on objective medical documentation submitted to Employee Health Services for review. Medical leave of absence requests will only be considered if submitted with objective medical documentation within fifteen (15) calendar days. Objective medical documentation that clearly states the condition, status and restrictions is required for the consideration of medical leaves of absence. Failure to provide objective medical documentation supportive of the need of an medical leaves of absence shall result in the medical leave request being denied.

A. DEFINITIONS

1. **A serious medical condition** is an illness, injury, or condition that involves one or more of the following:
   - Illness or injury lasting more than three consecutive days.
   - Incapacity and involves continued treatment by or under the supervision of a heath care provider
   - Incapacity due to a serious chronic disorder
   - An absence to receive multiple treatments for restorative surgery after an injury or to prevent a period of incapacity of more than three consecutive days.

2. **Family members** shall consist of employee's spouse, minor children and parents

3. **Objective medical documentation** is documentation that clearly states the condition, status and restrictions. For example, No sitting over 30 minutes at a time is considered objective medical.

B. REQUESTING A QUALIFYING MEDICAL LEAVE

The employee is expected to provide at least 30 days' notice when requesting a foreseeable leave. When an employee becomes aware of a need for an unforeseeable leave less than 30 days in advance, the employee must provide notice of the need for the leave as soon as reasonably practicable, generally within one (1) or two (2) working days after you become aware of the seriousness of your condition. Leave requests that are not submitted according to the collective bargaining agreement and as soon as practicable may be denied.

C. CERTIFICATIONS FOR QUALIFYING MEDICAL LEAVE

The District will require a physician's certification for the employee's or covered family members'-own-serious health condition. The employee will be required to provide an updated physician's certification prior to the expiration of the approved timeframe and not to exceed twelve (12) weeks during medical leave periods. Medical certifications are to be submitted to Employee Health Services only via fax, (313) 748-6119 or email, dps.ehs@detroitk12.org. The employee must respond to the request for certification within 15 calendar days of the notice of eligibility/need for additional information. Employee Health Services will review and approve based on the objective medical documentation submitted with the employee's request. Requests submitted with subjective documentation will be requested to provide objective medical documentation within 15 calendar days. Failure to comply with the above mentioned requirements will result in denial of leave or reinstatement from leave, in which case the employee's leave of absence would be unauthorized, subjecting the employee to discipline up to and including employment termination.

Incomplete Certifications
If an incomplete medical certification is received, Employee Health Services will provide the employee with an opportunity to either have the health care provider correct the certification or provide a written release for Employee Health Services to contact the health care provider directly. The employee will have an opportunity within 15 calendar days to resolve any deficiencies in the medical certification. If, after 15 calendar days the identified deficiencies have not been resolved absent extenuating circumstances, the request for leave shall be denied.

D. PAY STATUS WHILE ON MEDICAL LEAVE OF ABSENCE

An employee who is taking Medical Leave must use all accrued time off banks prior to being placed in an unpaid leave status.

Unpaid Status
Accrued time off ceases when the employee moves to an unpaid status.

E. JOB RESTORATION FROM MEDICAL LEAVE OF ABSENCE

The District will reinstate bargaining unit members to the same position or a position with equivalent status, pay, benefits and other employment terms upon the employee's return before or at the end of the approved leave period.

F. NOTICE REQUIREMENTS FOR RETURNING FROM MEDICAL LEAVE OF ABSENCE

Employees are expected to be able to return to work by the end of their approved leave. Prior to returning from leave for a personal health condition, the employee must secure a release from his or her healthcare provider confirming the release to return to work to perform regular duties or set forth any restrictions. The request to return from medical leave should be completed by the employee's health care provider and submitted to Employee Health Services at least 5 days in advance of the expected date of return reflected on the Request for Leave form.

If the employee is released to return to work with restrictions, Employee Health Services will determine whether the restriction can be reasonably accommodated. Medical restrictions are those that prevent the employee from performing his or her regular duties at the end of the approved leave due to a continuing medical condition.

If an employee on leave for personal medical reasons is released to return to work sooner than the expected return date listed on the Leave Request, the employee must notify Employee Health Services within 1 day of receiving the release.

Unable to Return from Medical Leave of Absence
If the employee is not medically released to return to work at the end of his or her leave and the employee has not been granted any additional leave, employment ends as "unable to return from leave" effective the last day of the approved leave, unless a continuation of leave has been granted as an accommodation under the American's with Disabilities Act leave, or for other reasons.

Failure to Return from Medical Leave of Absence
Any employee who fails to return to work as scheduled after leave or request an extension prior to leave expiration, absent extenuating circumstances, may be subject to dismissal from employment. Employees who exceed their leave without extension(s) of their leave approved under appropriate leave provisions, will be subject to termination of employment.

The District may require a medical examination by the District's designated physician of an employee at any time the employee's ability or disability for work is questioned.

33. **ARTICLE 22 – INSURANCE:** All full-time bargaining unit members may elect to receive full family health, dental, optical and employee only life insurance as provided below.

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

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

The current health care plans and other insurance benefits which are set forth in the signed and approved "Tentative Agreement between the DPSCD, and the Coalition of Unions" dated **September 30, 2021** will remain in effect through December 31, **2022**.

The parties will engage in good-faith collective bargaining over health and other insurance benefits to be effective January 1, **2023** and may do so on a coalition basis with other Unions.

34. **ARTICLE 23 - EVALUATIONS, COMPETENCE AND TERMINATION PROCEDURES**

A. Performance Evaluation

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

Such evaluations shall be discussed in a conference between the employee and his/her administrator/supervisor **as aligned to the performance evaluation process**. 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 **District** ~~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. **Bargaining unit members placed on administrative leave shall be notified by the Office of Employee Relations of their pay status.** ~~No bargaining unit member shall be suspended without pay prior to the written summary of the decision.~~

d. Disciplinary action taken against bargaining unit members considered improper by the member or the Union may be grieved in accordance with the grievance procedure as contained in Article XII in this Agreement.

C. Probationary Employees

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

35. **ARTICLE 28 – INFORMATION:** ~~The District shall make available, upon reasonable request, information and statistics relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.~~

A. Unit Membership Information

A roster of names of active bargaining unit members, including amount of District-wide seniority, shall be provided to the Union on February 1, 2021 and on July 1 of each year thereafter.

The District will provide the Union a monthly roster/report of bargaining unit members, including employee name, home address on file (including city, state and zip code), employee identification number, job code, job title (description), work location (location description), work email address, personal email address (on file), personal phone number (on file), district hire date (based on historical records; "company" hire date in PeopleSoft), salary/hourly rate of pay, current step, , assignment description, and school group (if location is a school). This report will be categorized alphabetically. The District will provide the report in a format such as Excel which allows for reorganization of the data necessary to yield building seniority lists.

B. Vacancies

On September 30, February 28, and June 1 of each year, the District will provide a report to the Union indicating funded vacant positions.

C. Other Information

Nothing in this article will be construed to relieve the District from any statutory obligation to provide information, records, or data upon reasonable request from the Union relevant to negotiations or to enforcement of this Agreement.

36. **ARTICLE 29 - UNION MEMBERSHIP ~~DUES~~**

A. **Deductions**
Consistent with and as limited by current practice, the District shall make payroll deductions upon written authorization from bargaining unit members to the extent permitted by law. In the event that there is a change in law which would authorize payroll deductions for Union dues and/or fees, the District shall allow and effectuate such deductions consistent with applicable law.

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

C. 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.

D. 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.

37. **ARTICLE 31 – SITE-BASED MANAGEMENT:** ~~The Union and the District are committed to building a learning organization that will increase student achievement. The implementation of site-based management will give schools greater responsibility, authority, and accountability for making decisions that will improve educational services to students.~~

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

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

38. **ARTICLE 35 - STATEMENT OF COMMITMENT / OTHER**

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

~~b. The parties agree to continue discussions regarding: 1) updating the job description of School Service Assistant/Para-Educator; 2) additional compensation for the assistance provided by paras occasioned by absent teachers; 3) professional development opportunities for School Service Assistants/Para-Educators; 4) Priority School Agreement and Partnership Agreement; 5) District Wide Seniority on a pilot basis; 6) Montessori Program SSAs/NHAs job duties; and 7) Family Case Technician job description.~~

~~c. The parties agree to meet no later than the second semester of the 2017-2018 school year, to address the matters set forth above.~~

~~d. The contract provisions of the current collective bargaining agreement not otherwise set forth above or attached shall continue.~~

~~e. The parties agree to include in the parties' agreement the attached "Statement of Commitment, Community Schools in Detroit."~~

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

39. **LETTERS OF AGREEMENTS**: The parties agree to delete the following Letters of Agreement from the Collective Bargaining Agreement.

~~1. Letter of Agreement – Instructional Reform – Priority Schools – April 29, 2010~~

~~2. Letter of Agreement – Instructional Reform – School-Based Performance Bonus – April 29, 2010~~

~~3. Letter of Agreement – Instructional Reform – Shared Decision Making – April 29, 2010~~

~~4. Letter of Agreement – Great Start Readiness Program ("GSRP") – March 19, 2013~~

40. **ORGANIZING FELLOWS (New Article):** The District recognizes that the Union will have Organizing Fellows who engage in union organizing activities on District properties. The salary, benefits, and fringe benefits for Organizing Fellows and other union organizers shall be exclusively paid by the Union. Due to the District's need to maintain adequate staffing levels, the decision to release any District employee to become an Organizing Fellow or engage in organizing activities shall be at the discretion of the District. In the event the District decides not to release a District employee, the District and the Union will meet, confer, and agree upon an alternative employee to serve as an Organizing Fellow. The AFT Coalition - Detroit Federation of Paraprofessionals, Detroit Association of Educational Office Employees, and Detroit Federation of Teachers - may have no more than a total of six (6) Organizing Fellows per semester, at their discretion, selected from the Detroit Federation of Paraprofessionals, Detroit Association of Educational Office Employees, and Detroit Federation of Teachers bargaining units. Each constituent Union of the AFT Coalition may in its discretion appoint and have at least one (1) Organizing Fellow per semester, provided that the overall total of Organizing Fellows of the AFT Coalition does not exceed the foregoing limitation of six (6) per semester. The release of more than six (6) employees in one semester to serve as Organizing Fellows shall be by mutual agreement of the parties.

In pursuance of his/her duties, the Organizing Fellow shall not interfere with any District employee engaged in a regular class, a duty, a conference, home assignment, or interfere with the assigned functions of any employee, or the regular school program.

Whenever Organizing Fellows enter a school building to engage in organizing activities, the Organizing Fellow shall recognize the principal or his/her designee as the lead administrator in the school. The Organizing Fellow shall adhere to building visitor procedures (sign-in at the building's main office). In any event that there is a concern or confusion at the school level regarding the activities, duties, or functions of an Organizing Fellow, the District and the Union shall confer to resolve the concern or confusion as promptly as possible.

41. **RESPECTFUL WORKING ENVIRONMENT (New Article):** The following behaviors are inconsistent with a respectful working environment and are impermissible: (a) verbal abuse, which includes, but is not limited to, obscene, threatening, humiliating or intimidating language; and (b) non-verbal abuse, which includes acts that are threatening, humiliating or intimidating. Individual, group, or school-wide meetings shall not be utilized to threaten, humiliate or intimidate bargaining unit members. Employees shall suffer no retaliation for reporting incidents of concern.

The Office of Equity, Advocacy, and Civil Rights shall investigate bargaining unit member allegations of harassment, intimidation, retaliation, and discrimination that create undignified or disrespectful working environments or conditions. Substantiated claims shall be reported to the Superintendent or his/her appropriate designee(s) for corrective action, as needed.

If the Office of Equity, Advocacy, and Civil Rights does not resolve the issue(s) presented, the Union may bring such concerns, reports, or suspected violations to a Special Conference with the Office of Labor Relations who shall promptly report their findings to the Union.

If the allegation(s) remain unresolved, the Union may request a meeting (request through the Office of Labor Relations) with the Deputy Superintendent of Schools and/or the Superintendent's designee(s) within thirty (30) calendar days following the Special Conference. The Superintendent's designee(s) findings and actions to address the unit member claims shall be reported promptly to the Union.

Remedies and corrective actions of confirmed allegations may include, and shall not be limited to, appropriate counseling, reversing adverse actions, directing the training of an employee regarding proper professional conduct toward all employees and vendors, discipline and debarment to the extent permitted by law and/or other corrective actions.

Nothing shall prevent a bargaining unit employee from electing to pursue a legal or statutory remedy.

42. This Agreement shall become effective upon ratification by Detroit Federation of Paraprofessionals membership and approval of the Board of Education.

THEREFORE, by the representatives' signatures below, the parties agree to the terms (to be incorporated into the CBA) as outlined above.

For the Union:	**For the District:**
Donna Jackson Donna Jackson (Dec 2, 2021 15:02 EST) **Signature**	**Signature**
Rose Marie Aldridge Rose Marie Aldridge (Dec 2, 2021 15:41 EST) **Signature**	**Signature**
Signature	**Signature**
Date	**Date**

Approved: December 2, 2021

Nikolai P. Vitti, Ed.D, General Superintendent
Detroit Public Schools Community District

2020-2021
AMENDMENTS

Detroit Public Schools Community District
And
THE DETROIT FEDERATION OF PARA-PROFESSIONALS, LOCAL 2350
PARA EDUCATORS & NOON HOUR AIDES

TENTATIVE AGREEMENT
December 14, 2020

1. A one-year collective bargaining agreement effective July 1, 2020 and expiring June 30, 2021.

2. Base wage-increase of 2% for bargaining unit members in Bargaining Unit M effective the first day of the second semester of the 2020-21 school year.

3. Bargaining unit members in bargaining unit M shall receive a one-time Two Thousand Dollar ($2000) bonus paid on a separate pay advice. Unit member must be on the payroll at the time the payment is issued. Payments shall be made through a separate pay advice no later than the final pay period of 2020 calendar year, provided the Agreement is ratified by the Union on Thursday, December 17, 2020 and approved by the Board by Friday, December 18, 2020. The District will provide a bonus exclusion list to the union of bargaining unit members who did not receive the bonus. The Parties shall meet and confer to discuss unit members excluded by the District or reported by the Union as not receiving the bonus to mutually resolve bonus payment issues.

4. Non-OSN Bargaining unit S members (Noon-Hour Aides -Early Childhood and Noon-Hour Aides-Montessori) shall be entitled to a base wage-increase of 2% and a one-time Two Thousand Dollar ($2000) bonus paid on a separate pay advice. Unit members must be on the payroll at the time the payment is issued. Payments shall be made through a separate pay advice no later than the final pay period of 2020 calendar year, provided the Agreement is ratified by the Union on Thursday, December 17, 2020 and approved by the Board of Education by Friday, December 18, 2020. The District will provide a bonus exclusion list to the union of bargaining unit members who did not receive the bonus. The Parties shall meet and confer to discuss unit members excluded by the District or reported by the Union as not receiving the bonus to mutually resolve bonus payment issues.

5. Bargaining unit S members assigned to the Office of School Nutrition (OSN) shall receive a one-time Two Thousand Dollar ($2000) bonus paid on a separate pay advice. Unit members must be on the payroll at the time the payment is issued. Payments shall be made through a separate pay advice no later than the final pay period of 2020 calendar year, provided the Agreement is ratified by the Union on Thursday, December 17, 2020 and approved by the Board by Friday, December 18, 2020. The District will provide a bonus exclusion list to the union of bargaining unit members who did not receive the bonus. The Parties shall meet and confer to discuss unit members excluded by the District or reported by the Union as not receiving the bonus to mutually resolve bonus payment issues.

6. Bargaining unit members assigned to the Office of School Nutrition (OSN) who perform their job duties face-to-face for the 2020-21 academic year shall receive Five Hundred Dollars ($500.00) in hazard pay for completion of the third (3rd) and fourth (4th) quarter marking periods. Unit members working less than a full quarter face-to-face shall receive a prorated daily amount of $16.13. Payments shall be made as soon as practicably possible.

7. The provisions of the current collective bargaining agreement, as well as any letters of agreement, letters of understanding, or other memorialized agreements between the parties, not otherwise set forth above shall continue.

8. This Tentative Agreement is contingent on ratification by the Paraeducator and Noon Hour Aide Bargaining Units and the Board of Education.

For the DFP:

Donna Jackson
Donna Jackson (Dec 15, 2020 04:03 EST)

Rosemarie Aldridge (Dec 15, 2020 14:12 EST)

Date: Dec 15, 2020

For the District:

Andre Poplar
Andre Poplar (Dec 15, 2020 15:03 EST)

Luis Solano (Dec 17, 2020 17:21 EST)

Date: Dec 17, 2020

Approved: _____
Nikolai P. Vitti, Ed.D., General Superintendent