

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7
20629 Annapolis Street
Dearborn Heights, Michigan 48125
(313) 278-1900

Board of Education
Dearborn Heights School District No. 7
and
Wayne County MEA/NEA

September 1, 2011 through August 31, 2013

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AGREEMENT

*BOARD OF EDUCATION
DEARBORN HEIGHTS SCHOOL
DISTRICT NO. 7*

AND

WAYNE COUNTY MEA/NEA

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A G R E E M E N T

**BOARD OF EDUCATION
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7
AND
WAYNE COUNTY MEA/NEA**

This Agreement is entered into effective September 1, 2011 by and between the Dearborn Heights School District No. 7 Board of Education, hereinafter called the "Employer" or "Board" and the Wayne County MEA/NEA, hereinafter called "WC-MEA/NEA" or the "Union."

PREAMBLE

Recognizing that providing quality education is the paramount aim of the Employer and the Union and that character of such education depends largely upon the quality and morale of the teaching service, we hereby declare:

- I. Whereas, the Union recognizes that the Employer, under law, has the final responsibility for establishing policies for the district; and
- II. Whereas, the Employer recognizes that teaching is a profession; and
- III. Whereas, the Employer recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and
- IV. Whereas, the laws of the State of Michigan authorize public employees and public Employers to enter into collective negotiation agreements concerning wages, hours and other terms and conditions of employment of such employees; and
- V. Whereas, it is expressly understood that procedures and qualifications for hiring new teachers is the exclusive right of the Employer under the laws of the State of Michigan; and
- VI. Whereas, at a representation election held on May 7, 1979, the Union was selected by a majority of the teachers as defined in Article I, Section A of this Agreement as their exclusive representative for the purposes of collective negotiations with the Employer with respect to wages, hours and other terms and conditions of employment and was duly certified as such representative by the Employment Relations Commission of the State of Michigan on May 22, 1979; and
- VII. Whereas, following extensive professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Employer and the Union concerning such matters; and
- VIII. Whereas, the Employer and the Union desire to incorporate such understandings into a written collective negotiations agreement in the best interest of education in Dearborn Heights School District No. 7.

Now, therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Employer and its agents hereby recognize the Union as the exclusive and sole bargaining representative for all certificated personnel under contract including those actively employed or on leave, but excluding: Superintendent, Assistant Superintendents, principals, assistant principals, directors and supervisors within the meaning of the Public Employment Relations Act.

The term "Employee" or "Teacher" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining unit as above defined.

The term "Local Association" when used hereinafter, shall refer to the Dearborn Heights No. 7 Education Association.

- B. The Employer agrees not to negotiate with or recognize any teachers' organization or Union other than WC-MEA/NEA for the duration of this Agreement.

ARTICLE II

Union and Employee Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every teacher employed by the Board shall have the right freely to join and support the Union for the purpose of engaging in collective bargaining or negotiation and other lawful activities. The parties undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitutions of Michigan and the United States; that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, by reasons of his membership in the Union, his participation in any activities of the Union or collective professional negotiations with the Employer or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained here shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers in this contract shall be deemed to be in addition to those provided under the law.
- C. Duly authorized representatives of the WC-MEA/NEA shall be permitted to transact official Union business on school property.
- D. Teacher organizations affiliated with the Union have a right to use school facilities on the same basis as other community organizations or groups. The Union may request the use of buildings, facilities and equipment through proper channels set up by the Employer.
- E. Use of office, lounge and workroom bulletin boards will be arranged by the principals and the Union representatives.

Union and Employee Rights (continued)

- F. The Union and Local Association will be included in the school mail service as it is presently provided.
- G. The Employer agrees to furnish to the Union all information when it becomes available concerning the financial resources of the district, together with other information which may be necessary for the Union to aid in the development of intelligent, accurate, informed and constructive programs on behalf of students, teachers and community.
- H. The Union may consult with and present to the Board through its appropriate agent its views on fiscal, budgetary or tax programs, construction programs or major revisions of educational policy. The Union agrees that it is acting only in an advisory capacity and that the final decision rests with the Board. The Superintendent agrees to advise the Union of such programs which he deems of major importance to the Union in reference to the above mentioned items in ample time of reconstructive evaluation by the Union.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.
- K. Outside activities of teachers are not within the appropriate attention or concern of the Employer unless, in the opinion of the Superintendent of Schools, the teachers' classroom effectiveness and/or reputation in the community is impaired as a result thereof. Membership in the Union shall be open to all teachers, regardless of race, creed, religion, color, national origin, age, sex or marital status.

ARTICLE III

Management Rights Clause

The Union recognizes that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing: The right to the executive management and administration of the school system and its properties, facilities and personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV

Payroll Deduction Procedures

A. The Employer shall provide payroll deductions under the following procedures and conditions:

1. The teachers shall deliver to the principal of the appropriate building duly signed and executed payroll deduction slips and in return receive a form indicating receipt of said deduction.

Payroll deductions will be provided for the following:

- a. MEA continuing membership
 - b. Michigan Educational Credit Union (MECU)
 - c. United Foundation Fund
 - d. U. S. Savings Bonds
 - e. Health and accident insurance
 - f. Tax-deferred annuities
 - g. Section 529 college savings plan
 - h. Special health and accident insurance rider (such riders shall be paid for by the employees)
 - i. WC-MEA/NEA-PAC, MEA-PAC, NEA-PAC
 - j. A Section 125 flexible spending plan
2. Authorized deductions shall be for the same amount for each consecutive pay period and not less than Five Dollars (\$5.00) except for the United Foundation, which shall be a minimum of One Dollar (\$1.00) per pay period and i. above, which shall be a one time standard deduction with the amount determined by the Union.
 3. Changes in payroll deductions may not be made more than once in a calendar month and this change in deduction will take place on the first payroll of the month providing the written request for the payroll change (written request on Employer form) is received by the accounting department no later than seven (7) working days preceding the first pay of the month. In any case, no employee shall make more than three (3) changes in payroll deductions during any school year.

Payroll Deduction Procedures (continued)

4. All teachers who begin the contract year will receive all payroll deduction materials at the first building meeting with the principal of the building concerned.
5. All new teachers employed during the school year shall make out initial payroll deductions and file same with the principal of the appropriate building.
6. The District Director of the Local Association shall be the responsible person to see that the Union continuing membership forms and health accident forms are properly filled out and received by the accounting department. The individual teacher is solely responsible for the accurate and complete preparation of all membership and insurance forms which are prepared by him as a normal course of action.
7. Payroll deductions, other than continuous membership dues, may be terminated upon written request, if given on or before the Monday preceding the payday.
8. Savings bonds must be purchased on the basis of one (1) bond per three (3) consecutive pay periods.
9. When the teacher's employment is terminated, he shall be paid in full as of his last pay, which will include all deductions. Teachers who have had a leave of absence approved by the Board of Education shall also be paid in full as of their last day which will include all deductions.
10. Teachers may elect to be paid on a ten (10) month or twelve (12) month basis. However, if the teacher elects a twelve (12) month basis, his pay shall remain on a twelve (12) month basis for the current contract, unless the contract is terminated.
11. Michigan Educational Credit Union (MECU) shall be the only designated credit Union for payroll deductions.
12. A change in exemption(s) on the W-4 withholding form can be made only at the beginning of the second semester. Such a request must be made in writing seven (7) working days preceding the first payday in the second semester. Exceptions: birth, death, marriage or a change in the Federal or State laws.
13. Any teacher who is a member of the Union, or who has applied for membership, and has not paid his dues in cash must sign and deliver to the Employer, an Assignment authorizing deduction of membership dues in the Union, Local Association, the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between July 1, and the fifth school day for the succeeding year. Pursuant to such authorization, the Employer shall deduct in equal installments such dues from the first regular salary check of the teacher beginning in October and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be assessed on a pro-rated yearly basis of the remainder of the school year. The amount

Payroll Deduction Procedures (continued)

deducted will be forwarded to the Local Association after each pay period for distribution.

14. Applications for changes and new deferred annuities will be accepted as per Internal Revenue Service regulations.
15. As soon as possible after the second payroll of each school year, there will be a listing of payroll codes and what they represent.
16. Effective September 1, 2007. all employees are required to utilize Direct Deposit for payroll purposes.

ARTICLE V

Teaching Hours and Class Loads

- A. The teachers' instructional day shall be defined by state law. Teachers are considered on duty ten (10) minutes before the starting time and ten (10) minutes past the student dismissal.

The teachers' day shall also include attendance at scheduled faculty meetings, availability for student and parent conferences at a time mutually agreeable to the parties concerned, and attendance at school Open House and Kindergarten Round-Ups, where applicable. Faculty meetings shall not be scheduled for Fridays or the days preceding holidays or recesses.

- B. 1. Preparation time shall be defined as follows:

a.Elementary: Effective with the 2007/2008 school year, elementary teachers shall be provided with one hundred and eighty (180) minutes per week of preparation time in blocks of at least thirty (30) minutes.

b.Middle School: Within a "six (6)-period" instructional day, one (1) period shall be considered teacher preparation time.

c.High School: Within a five (5) period instructional day, one (1) period for teacher preparation time shall be at least equivalent to one (1) instructional period.

In the event the Employer desires to move to a seven (7)-period day (or some other alternative), the Union agrees to negotiate with the Employer pertaining to said desired change as it relates to prep-time.

2. IEPT Meetings

In accordance with the current law, the Employer shall require only one (1) staff member to attend IEPT Meetings. However, the Employer reserves the right to invite and encourage the attendance of others who may be helpful at IEPT Meetings.

Teaching Hours and Class Loads (continued)

3. Staff Meetings

The District will make a reasonable effort to limit staff meetings to no more than sixty (60) minutes in length except in emergency situations beyond the control of the District. Further, there shall be no more than ten (10) scheduled staff meetings per year, and no more than two (2) in any month, except in emergency situations.

- C. Teachers of all special subjects, counselors, librarians and all other special education personnel shall be provided with relief and preparation time to the same extent as other teachers in the district.
- D. An extra class assignment shall be paid according to the following formula: one sixth (1/6) times an individual teacher's current base salary within six (6) period instructional schedule or one-fifth (1/5) times an individual teacher's current base salary within a five (5) period instructional schedule. Further extra class assignment shall be filled by the most senior applicant that is certified, qualified and eligible.
- E. A teacher engaged during the school day in negotiating on behalf of the Union with any representatives of the Board or participating in any professional grievance negotiations shall be released from regular duties without loss of salary. Release time in reference to negotiations will be negotiated at the time guidelines are set up for negotiations.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Union.
- G. It is understood that the teachers will provide the required instructional time so that the district will receive its full foundation grant. This will be fulfilled without additional compensation. If possible, such time will be made up by using staff development time.

ARTICLE VI

Special Student Programs

The parties recognize that all children are unique and that they have both common and special needs, some of which should be addressed outside of the regular classroom through enrichment courses. Following consultation with the Union, the Employer reserves the right to maintain such programs as finances allow. A definite classroom will be designated for instruction in these areas, where possible, with priority given to physical education classes in the use of multi-purpose rooms.

Special education programs shall meet applicable state and federal program guidelines. However, nothing in this provision shall preclude the employer from seeking and acquiring waivers.

ARTICLE VII

Teaching Conditions

The parties recognize that optimum facilities and conditions are desirable for both student and teacher to insure the high quality of education that is the goal of both the Union and the Employer. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward assuring that the energy of the teacher is utilized primarily to that end.

- A. At the elementary level, class size will not exceed the following:
1. Regular Classrooms
K-2 27-1
3-5 30-1
 2. Split Classrooms
K-2 26-1
3-5 27-1
 3. Class size constraints do not apply to traditionally large classes, such as physical education and music, etc.
 4. After the Wednesday of the first complete week of school, the classroom maxima stated above may be exceeded by one newly enrolled student per classroom. If in an attendance area the only classroom available to a newly enrolled student has already exceeded the stated maxima by one, the Employer will have the option of exceeding the maxima by two students in only one classroom district wide. In no case will the maxima be exceeded by more than one student in split classes.
 5. Special Education class size and caseloads shall conform to the Revised Administrative Rules of the Michigan Department of Education unless deviations are granted by the M.D.E.
 6. Mainstreamed students shall not be placed into split classes unless the only class for a particular level, in a particular building, is a split class.
 7. Efforts will be made to assure that the district maintains an average class size of not more than 25 pupils for grades K, 1, 2 and 3, taken collectively, to take advantage of additional State funding.
- B. Class sizes for senior high school and the middle school shall meet North Central standards.
- C. The Employer recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Employer agrees to implement, as quickly as

Teaching Conditions (continued)

possible, all joint decisions thereon made by its representatives and the Union. The Employer agrees at all times to keep the schools reasonably equipped and maintained.

- D. The Employer and the Union mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Employer shall provide a teacher reference library in each school in the district, including professional books, periodicals and other such materials.

A committee composed of the principal and several representative staff members shall meet annually to determine the most equitable distribution of available monies.

- E. The Employer agrees to make available in each school, adequate duplicating equipment to aid teachers in the preparation of instructional materials.

- F. The Employer shall provide:

1. A separate desk for each teacher in the district.
2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
3. Adequate chalkboard/whiteboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts and manuals used in each of the courses he is to teach.
5. A good up-to-date abridged dictionary in every classroom.
6. Adequate storage space in each classroom for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility. The teacher accordingly agrees to use these materials in a responsible manner.
8. Each teacher shall be provided with a room key.

- G. The Employer shall make available in each school adequate lunchroom, restroom and lavatory facilities, and at least one room appropriately furnished, which shall be reserved exclusively for teacher use as a faculty lounge. Provisions for such facilities will be made in all future buildings. Smoking will be permitted in designated areas only.

- H. Off-street, paved parking facilities shall be provided and properly maintained for teacher use at each building. All sidewalks and parking areas shall be swept, plowed and/or salted when necessary.

- I. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.

Teaching Conditions (continued)

- J. In order to give the substitute teacher the most assistance possible, each teacher must have the following up-to-date materials ready:
1. Daily lesson plans
 2. Seating chart(s)
 3. Teacher classroom schedule
 4. Reading group list
 5. Teacher's textbook editions (manuals)
 6. Attendance roster

At the end of the day, the substitute shall submit to the principal a report indicating the availability of the above items. This report, after being reviewed by the principal, will be given to the teacher.

ARTICLE VIII

Departmental Structure

- A. The selection of department chairpersons from the building personnel of the departments concerned, shall be the responsibility of the building administrator subject to the approval of the Superintendent of Schools.
- B. Department chairpersons will be appointed on a continuing basis, unless a review of their performance proves unsatisfactory or the teacher resigns. This is not to imply that there is tenure in these positions. When there are openings for these positions, they will be posted for five (5) school working days, as per Article X.
- C. Teachers interested in these positions will submit a written request stating qualifications to the building principal.
- D. Department chairpersons shall be tenure teachers only.
- E. The compensation for department chairpersons in the senior high school for the duration of this Agreement shall be as follows:

Science, Art and Music	\$1,100.00
Mathematics and Home Economics	\$1,100.00
Social Studies	\$1,100.00
English, Librarian and Foreign Language	\$1,100.00
Industrial and Vocational	\$1,100.00
Commercial and Special Education	\$1,100.00

- F. The compensation for department chairpersons in the middle school for the duration of this Agreement shall be as follows:

Departmental Structure (continued)

Science and Mathematics	\$ 800.00
English and Librarian	\$ 800.00
Social Studies	\$ 800.00
Industrial Arts, Home Economics and Art	\$ 800.00

G. Department chairpersons will receive one-half of the above listed salary at the end of each semester.

ARTICLE IX

Qualifications and Assignments

- A. No newly employed teacher shall be placed under contract for a regular teaching assignment who does not have at least the following qualifications:
1. A bachelor's degree from an accredited college or university.
 2. A provisional, permanent or continuing teaching certificate.
 3. In addition to the School Calendar requirements, teachers subject to Section 1526 of the school Code (MCL 380.1526) shall be required to attend fifteen (15) days of professional development during the first three (3) years of their teaching career. Such professional development will be paid for by the employer.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major field of study.
- C. Teachers who will be affected by a change in grade assignments in the elementary school and by changes in subject assignment in the secondary school will be notified as soon as possible by their principal. In no event will changes in teachers' schedules be made later than the first day of July preceding the commencement of the school year, unless an emergency situation requires same.
- D. Any teaching assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making drivers education and summer school assignments will be given to tenure teachers regularly employed in the district.
- E. In order that staff can be properly assigned, teachers must notify the Superintendent by March 1 of any additional endorsements obtained. Failure to do so may preclude assignment, in the new endorsement area, for the following school year.

ARTICLE X

Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of the teachers. Requests by a teacher for a transfer to a different building or position shall be filed (in writing) with the Superintendent of Schools, or his delegated representative. Such applications will be destroyed on the opening day of each school year and new applications may be submitted.

The teacher shall also have the right to request a transfer to a different grade level or subject area within a building. Such requests shall be directed to the building principal.

- B. The Union recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent, in his reasonable judgment, so determines, such vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant. However, if a part-time teacher is entitled, through Article XIX, to a full-time position which has become vacant, said teacher shall be immediately transferred to fill said vacancy.
- C. The Board further agrees to post at each building all vacancies, except those in what are commonly called classroom teaching positions, for a period of five (5) school days. This does not include clubs. Vacancies shall be defined as new positions, resignations from the same held position, unfilled positions from non-recommendation, or those positions which are filled annually. Any bargaining unit position that is filled by non-unit members shall be posted annually. Applicants will be advised of the criteria upon which they will be judged. The Board's decision shall be final.
- D. All candidates for a position within the district shall be notified by letter within ten (10) days after the Board's decision. Unsuccessful candidates who wish to review their applications for an administrative position are encouraged to contact the Superintendent for a personal interview.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement, prior to such transfer to a supervisory or executive status.
- F. In addition to Section B, above, additional involuntary transfers will be made to facilitate Article XIX, Reductions in Personnel-Recall, Section C.

The proper administrative agent shall notify the affected employee of the reasons for such a transfer as soon as possible.

ARTICLE XI

Personal Business, Sick Leave Days and Sick Leave Bank

- A. All teachers absent from duty because of personal business, personal illness or accident, up to five (5) consecutive days for illness in the immediate family and up to five (5) days for death in the immediate family, shall be allowed full pay as follows:

NOTE: Immediate family: mother, father, children, husband or wife, brother, sister, mother-in-law, father-in-law, grandparents.

1. All teachers shall be allowed one and one-fifth (1 1/5) days of sick leave per month during the probationary period of employment, and one and one-half (1 1/2) days per month thereafter (based on a ten-month school year).
 2. All unused leave days shall be allowed to accumulate. The annual yearly allowance shall be advanced in addition to the total accumulated days; however, yearly advanced days, computed as provided for in Section 1 above, will be prorated in cases of failure to complete the contract year for any reason (retirement, leave of absence, resignation, death).
 3. A part-time employee on a written contract shall be allowed sick leave benefits on a proportionate basis. Part-time employees shall not include substitute teachers.
 4. Upon severance of employment, for reasons other than ill health, an employee credited with leave allowance in advance of service shall reimburse the Board of Education for all leave days used but not yet earned.
 5. Each teacher shall be provided from his sick leave bank two personal business days a year. These may be used as follows:
 - a. Emergency Day: No advance notice required prior to call-in time.
 - b. Personal Business Day: Requests for personal business days must be made to the principal at least four days in advance, who will then make a recommendation subject to approval by the Superintendent or his designee.
- B. Leave days shall accumulate in future years to a total of two hundred (200) days (except for those hired prior to September, 1968 who may have more days) if the teacher remains in the employ of the school district.
- C. Personal business, sick leave or emergency days may not be used for college classes, for taking or extending a vacation, for working at a part-time job or for social functions.
- D. The Union agrees that it is the responsibility of the individual teacher to use his personal business and sick leave days in the manner for which they are intended and will, after an absence, sign the payroll form indicating the reason for such absence. If it is determined that a teacher has signed the payroll form and deliberately falsified the reason for his absence, the teacher may be subject to discipline up to and including discharge.

Personal Business, Sick Leave Days and Sick Leave Bank (continued)

- E. All members of the certificated staff, with the exception of administrators, shall assign one (1) leave day per year to a central sick leave bank. A certificated staff member may, when his own personal leave accumulation is exhausted, draw from this bank in cases of extended continuous absence due to personal illness or accident.

A committee composed of the district director, assistant district director and secretary of the Local Association, the Superintendent or his designee, the Director of Business Services and the building principal concerned shall have complete discretion in examining each request and determining the amount of sick leave days to be drawn from the Central Sick Leave Bank. The committee shall determine the procedures under which it will operate and establish written guidelines which will aid it in considering each request subject to the following conditions:

1. A member of the certificated staff must be absent seven (7) consecutive days after his/her own personal leave is exhausted before his/her application to the Central Sick Leave Bank will be considered. If the application is approved, he/she will be paid retroactive to and including the first day after his/her personal leave is exhausted.
2. No applications will be considered for the purposes of cosmetic or other surgical procedures that could, without danger to the patient, be postponed to a time when school is not in session.

The above-named committee shall periodically review each case to determine future eligibility. The maximum period between reviews shall be thirty (30) days. All committee decisions shall be in writing and a copy sent to all persons involved.

All committee decisions pertaining to eligibility or renewal of benefits, after initial benefits are granted, shall be final and are not subject to appeal.

The committee shall also have the authority to grant a year of grace during which no additional contributions are made to the Central Sick Leave Bank if, in their opinion, the bank is of sufficient size to guard against future emergencies. The year of grace shall be mandatory when the bank exceeds six hundred (600) days. The year of grace shall not apply to first-year teachers.

If the occasion should ever arise when the Central Sick Leave Bank is exhausted, no applications will be considered the following year.

The maximum number of consecutive school days any one employee may draw from the bank shall be as follows:

1. Probationary teachers: twenty (20) consecutive days.
2. Tenure teachers with less than five (5) years of service in District No. 7: sixty (60) consecutive school days.

Personal Business, Sick Leave Days and Sick Leave Bank (continued)

3. Tenure teachers with five (5) but less than ten (10) years of service in District No. 7: one hundred (100) consecutive school days.
 4. Tenure teachers with ten (10) years of service in District No. 7: two hundred (200) consecutive school days.
- F. All employees shall be granted such days as may be required by their religion. Such days shall be deducted from leave accumulation.
- G. Teachers shall be allowed to serve on juries during the regular school year when called, and there shall be no financial penalty attached to such service in any way. However, it is understood that whatever amount is earned in such capacity is to be returned to the Board of Education and that such employees are to be paid their regular salary by the Board. Such days shall not be deducted from the accumulated leave days.
- H. One day visitation per year shall be allowed each teacher to visit educational institutions or attend educational conferences. Such days are subject to valid request and final approval by the building principal. Additional days may be allowed subject to final approval by the Superintendent.
- I. One day shall be provided to take the selective service physical examination, not deductible from the teacher's leave accumulation.
- J. Teachers' absences resulting from school-related assaults are not to be charged against the teachers' leave accumulations unless the assault was provoked by the teacher.
- K. Beginning in September 2000, all personal leave days will be assigned to a personal leave base under the conditions described in sections A and B of this Article. Upon accumulating the maximum allowable sick leave, an individual who has accumulated more than 200 days shall be reimbursed Twenty Dollars (\$20) per unused personal leave days over and above the two hundred (200) day base, to be paid at the end of said school year. The maximum amount any individual teacher can receive is Three Hundred Dollars (\$300) per year.
1. It is understood and agreed that this section is not retroactive and the personal business and sick leave days accumulated by teachers prior to September, 1968 shall not be counted toward the two hundred (200) day base as described above.
 2. It is further agreed that future absences by teachers shall be deducted from the leave accumulated after September, 1968 before using personal leave days that may have accumulated prior to September, 1968.
 3. The Board shall furnish a written statement by the fourth Friday after Labor Day indicating the total amount of sick leave credit.

ARTICLE XII

Sabbatical Leave

Sabbatical leave shall be interpreted as leave from active duty granted to any instructional employee for the improvement of instruction after seven (7) years of continuous employment. Sabbatical leave may be granted for one year or for one semester, as may be recommended by the Superintendent and approved by the Board of Education.

- A. Leave granted for professional study should improve instruction in Dearborn Heights School District No. 7 or should improve the efficiency of an employee, and shall be considered consistent with the purpose of sabbatical leave.
- B. No more than three (3) teachers of the instructional employees may be granted sabbatical leave in any one year.
- C. Requests are to be in writing to the Superintendent on or before June 15 of the year preceding the school year for which the leave is sought.
- D. In determining his recommendations on requests for sabbatical leaves, the Superintendent will consider the following items:
 - 1. The extent of the applicant's professional study, growth, contribution, and successful service during the preceding seven (7) years.
 - 2. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - 3. Length of period of continuous employment in the school district.
 - 4. Reasonable and equitable distribution of applicants among the different levels and departments in the school system.
 - 5. Order in which applications are received.
- E. Denial of a sabbatical leave shall be made in writing. The reasons for denial will be listed by the Superintendent.
- F. Upon return from sabbatical leave, the teacher shall submit an appropriate report to the Superintendent. If an abuse of the leave is apparent, the Board may institute proceedings to recover an appropriate amount of the monies paid while on sabbatical leave.
- G. During the sabbatical leave, the teacher's allotment for health insurance as per Article XXVI and half his salary will be paid.
- H. All sabbatical leaves shall be with increment on the salary schedule and seniority list.
- I. An employee, upon completion of a sabbatical leave, shall return to Dearborn Heights School District No. 7 for a period of two (2) years.
- J. An employee not returning to Dearborn Heights School District No. 7 upon completion of sabbatical leave shall reimburse the Board of Education for all monies received from them during the leave.

ARTICLE XIII

Unpaid Leaves of Absence

A. Service Organization Leaves

A leave of absence of one year (subject to renewal for one year by the Employer) shall be granted to any tenure teacher, upon application, for the purpose of participating full-time in the Peace Corps, Vista Volunteers, or other such organizations; or a cultural, travel or work program related to his/her professional responsibilities.

B. Medical Leave

A leave of absence shall be granted to any tenure teacher, upon application, for personal illness, injury, disability or illness in the immediate family.

C. Parental Leave

A parental leave of absence for one year (subject to renewal for one year by the Employer) shall be granted to any teacher, upon application, following the birth of their child, adoption of a child or the addition of children through marriage. Upon request, the above leaves may be extended for one year (1).

D. Military Leave

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. This article is effective for only one term in the Armed Forces per individual, and the leave shall be with increment on the salary schedule. Military service shall not be substituted for the probationary period required by the Tenure Act.

E. Union Leave

A leave of absence of one (1) year (subject to renewal for one year by the Employer) shall be granted to any tenure teacher, upon application, for the purpose of serving as an officer of the Union, the MEA, the NEA or on their staffs. The maximum number of teachers on leave pursuant to this section shall be two (2).

F. Public Service Leave

A leave of absence of one year (subject to renewal for one year by the Employer) shall be granted to any tenure teacher, upon application, for the purpose of campaigning for, or serving in a public office. The maximum number of teachers on leave pursuant to this section shall be two (2).

Unpaid Leave of Absence (continued)

- G. Application for unpaid leaves of absence shall indicate the beginning and ending dates of such leaves. All leaves of absence as listed above shall be with increment on the salary schedule and seniority for a maximum of one year per individual. Upon application, a teacher may be granted an extension of a leave of absence for not more than one year. However, a teacher shall receive no more than one increment on the salary schedule and one year of seniority for each individual leave and extension.

All teachers on leaves of absence shall return to work upon expiration of their leaves to a position for which they are eligible to fill, as outlined in Article XIX, Reductions in Personnel. In addition, those teachers who were on medical leave shall provide the Employer a certificate from their doctor verifying that they are able to resume all duties and responsibilities of their positions.

- H. Teachers on leave shall notify the Superintendent in writing sixty (60) calendar days prior to the termination of their leave of their intention to return to work or submit a request for an extension of their leave.

- I. In accordance with the Teacher Tenure Act, a regularly employed instructional employee may be required to take an involuntary, unpaid leave when it has become apparent to the Superintendent of Schools that the individual is no longer able physically and/or mentally to discharge the duties of his position in a competent, professional manner.

1. Upon the recommendation of the Superintendent of Schools and approval of the Board of Education, the Superintendent may require, in writing, that any employee take a physical or mental examination at the Employer's expense, the results of which may be used for determining involuntary leave.
2. The employee requesting return from an involuntary leave may return following the passing of a mental or physical examination at the Employer's expense.
3. The examining physician shall be selected jointly by the Employer and the Union from a list of physicians approved by the Wayne County Medical Association.
4. Reinstatement of all benefits, including salary, shall begin immediately upon passing the re-examination provided the employee returns to work.
5. Increment on the salary schedule and seniority shall be allowed for such leaves on a maximum of one (1) year per individual.

- J. Only one (1) leave with seniority credit will be granted an individual in any three (3) year period.

- K. Unpaid leaves of absence provided under the collective bargaining agreement, shall run concurrently with, and not in addition to, leaves under the Federal Family Medical Leave Act (FMLA) provided that the employee is eligible for, and receives all benefits provided under the act.

ARTICLE XIV

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for the Constitution and the Bill of Rights, and to instill appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is as free as possible from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

The parties agree that in order to effectively implement innovating additions to the curriculum for teacher, students and community, the following procedure shall apply: Teachers shall meet with the building administrator by grade level or department to plan, organize and construct the proposed innovative practice. A written resume, along with the principal's recommendation, shall then be presented to the Superintendent of Schools for his consideration. The staff will be notified, within a reasonable length of time, of the Superintendent's decision together with supportive reasons.

- B. The parties agree that academic freedom is encouraged in all curricular areas consistent with the laws of Michigan and the United States.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XV

Teacher Evaluation

- A. The work of all teachers shall be evaluated, in writing, by the administrative staff on such forms as may be prescribed by the Superintendent. It is realized that probationary teachers should be given prime consideration in the evaluation process. Tenure teachers shall be evaluated at least once a year.
- B. Teachers are to be encouraged in the practice of self-evaluation. A written form shall be supplied by the Teacher Educational Professional Standards (TEPS) Committee upon request by the teacher. It is agreed that this evaluation shall not be considered part of the teacher's file.

Teacher Evaluation (continued)

- C. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. Each teacher's completed evaluation will be discussed with him/her by the principal. After this discussion, each teacher will be given a copy of his/her evaluation, signed by the teacher and the principal.
- E. A mentor shall be assigned to every probationary teacher upon entrance of the teacher into the system. The mentor, insofar as possible, shall be a tenure teacher with a minimum of five (5) years of teaching experience and shall be engaged in teaching with the same grade, building or discipline as the probationary teacher. It shall be the duty of the mentor to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The mentor shall not be involved in the evaluation of the probationary teacher.
- F. No later than sixty (60) calendar days before the end of the school year, a final written evaluation report will be given to the Superintendent for each probationary teacher. A copy of this evaluation will be given to each probationary teacher and the Association, if requested by the teacher. Failure to do this shall be considered as conclusive evidence that the teacher's work is satisfactory. If the report contains any information not previously made known to, and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing. If the teacher requests, a copy of this evaluation shall be sent to the Association. The Board shall provide a hearing for this teacher, if requested, and a representative of the Association shall be able to attend this hearing upon request of the teacher.
- G. No derogatory materials shall be placed in a teacher's file without providing the teacher with an opportunity to examine such material and attach appropriate information in his/her own defense. Each teacher shall have the right upon request to review the contents of his own personnel file. Those records marked for confidential examination, originating in agencies outside the school system, shall be considered outside the scope of this Article. The teacher shall have the right to a copy of his file. A representative of the Union may, at the teacher's request, accompany the teacher in this review. The terms of the Bullard-Plawecki Employee Right to Know Act will be followed.
- H. The Board and the Association agree to the following:
 - 1. It is understood that in December 2009, the Michigan State Legislature passed reform measures for public education in Michigan.
 - 2. Included in those reform measures were mandates for 1) annual teacher and administrator evaluation based on rigorous, transparent, and fair standards, using student growth as a significant factor in the evaluation model and assessment, and 2) inclusion of evaluation linked to compensation and additional compensation in teacher contracts.

3. Therefore, the Board and the Association, hereby agree to form a joint committee to review and recommend models and language around both the teacher evaluation model and compensation and additional compensation.
4. The joint committee will be comprised of an equal number of members appointed by the Association and an equal number of members appointed by the Board.
5. The committee shall meet throughout the 2010-2011 school year at mutually agreed dates and times. The committee's recommendations shall be presented to both parties no later than June 1, 2011, and implemented upon ratification by the membership.

ARTICLE XVI

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. A copy of policies adopted by the Board of Education shall be made available to all teachers.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause except that the following shall not be the basis of any grievance filed under the grievance procedure of this agreement:
- C. The discharge or demotion of a tenure teacher when the teacher has elected to appeal the matter to the State Tenure Commission.
- D. The discharge or nonrenewal of a probationary teacher who has not completed one year of satisfactory service. This provision shall not be construed to preclude a grievance by a probationary teacher contending a violation of the terms of this agreement related to the evaluation procedure.
- E. The content of any evaluation of a teacher and/or the content and development of an individualized development plan. This provision shall not be construed to preclude the review and consideration of the content of an evaluation and/or the content and development of an individualized development plan in any proceeding related to the discharge of a teacher.
- F. All teachers shall abide by the conditions of this Agreement. Failure to do so may result in Administrative Disciplinary Action. The following represents Progressive Disciplinary Action:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension with pay
 4. Suspension without pay
 5. Dismissal

It is understood that the concept of progressive discipline does not require that each disciplinary step must be exhausted before the next is imposed. Likewise the concept does not mean that the imposition of one step requires that a subsequent, similar breach of contract calls for the imposition of the next step. Rather the purpose of progressive disciplinary action is to correct the breach of contract at the lowest effective step. This is determined by the severity of the offense, the number of occurrences and other related factors.

- G. A teacher, if he/she requests, shall be entitled to have present a representative of the Union in any case involving a reduction of rank, loss of compensation or reprimand (excluding oral reprimand). When a request for such representation is made, no action shall be taken with respect to the teacher until a representative of the Union is present.
- H. Teacher evaluations are not subject to the grievance procedure except as stated above.
- I. If the evaluation is unsatisfactory, the evaluation will be reviewed by another designated administrator prior to the evaluation being received by the teacher.

If the teacher so desires, he/she may within twenty (20) school days request a review of the unsatisfactory evaluation by the Superintendent or his designee.

ARTICLE XVII

Professional Improvement

- A. The parties encourage the principle of continuing education and training as supported in the teachers' salary schedule. The parties also recognize that conferences, workshops and conventions offer valuable in-service opportunities to teachers. Therefore, teachers will be encouraged to attend these meetings.
 - 1. Teacher requests to attend meetings are to be submitted to the building administrator as soon as possible prior to the meeting.
 - 2. Full reimbursement for lodging, meals, registration fees, etc. shall be allowed with reasonable judgment exercised in type and cost.
 - 3. All receipts for expenses will be attached to the expense form provided by the building principal.
 - 4. A written or oral report supplied by the teacher will be given to the principal stating the values received from attending such meetings. Copies of the report will be distributed to the teachers concerned.
- B. In the event that an In-Service Council is established in a given year, the district will make every effort to make arrangements for after-school courses, workshops, conferences and programs designed to improve instruction, providing enough teachers show a sufficient interest to have the program. The In-Service Training Council shall make recommendations for budgetary allotments which shall be presented to the Superintendent each year.

- C. Employees serving as delegates to professional meetings and conventions concerned primarily with internal affairs of the professional organization shall be permitted to attend such conventions without loss of pay to the individual, but no expense incurred shall be reimbursed in such instances by the Employer. The approval of such meetings will be authorized by the Superintendent of Schools.

ARTICLE XVIII

Maintenance of Standards

- A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods and leaves, and general working conditions, shall be maintained at not less than the highest minimum standards in effect during the preceding school year. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- B. In the event there is a substantial cut in State Aid, the Board of Education, through its delegated representative, will meet the Union to make possible adjustments made necessary by this condition. The Union will make recommendations for adjustments to the Superintendent of Schools.
- C. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be altered or increased without prior negotiations with the Union.

ARTICLE XIX

Seniority - Reduction in Personnel - Recall

- A. Seniority

Seniority of certificated personnel will be determined and controlled by the following provisions:

1. Seniority shall begin to accrue the day the teacher reports to work on or after the first day of school.
2. Seniority will be based upon years of continuous service in Dearborn Heights School District No. 7.
3. Seniority will be accrued for up to a maximum of one (1) year on an approved leave of absence. However, only one leave with seniority accrual will be granted an individual in any three (3) year period.
4. If a teacher resigns and returns as an employee of the Board, all previous seniority will be lost.
5. A teacher employed prior to October 1 of any school year will be credited with a full year of district seniority on the seniority list. However, the anniversary date will be recorded as specified in 1, above.

Seniority - Reduction in Personnel - Recall (continued)

6. Part-time teachers will be given seniority credit as follows:
 - a. Seniority accrued for part-time service prior to September 1, 1974 for which full seniority was given will continue to be recognized.
 - b. Seniority for part-time employment after September 1, 1974 shall be computed by multiplying the percentage of a full-time position times the number of years of part-time service and adding any years of full-time service.
7. A teacher may not accrue more than one (1) year of seniority in one (1) school year.
8. No seniority will be given for voluntary teaching assignments such as: adult education, night school, driver's education, extra classes, coaching, religious instruction, tutoring, etc.
9. Seniority of administrators who return to teaching positions will be based upon cumulative years of service as an administrator and/or teacher in Dearborn Heights School District No. 7.
10. Teachers on layoff status who refuse full-time employment will relinquish all accrued seniority.
11. The seniority list shall be updated yearly, with the effective date being the last day of school.

B. Reduction in Personnel

Professional staff reductions, when necessary, shall be administered according to the following procedures:

1. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Union and the continued employment of its members in such consolidated district.
2. No teachers shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district or other substantial negative budgetary considerations. Otherwise, nothing here shall prevent the Board from fulfilling the terms of any contract with a teacher.
3. Should changes in student population or other conditions make necessary a general reduction to the number of teachers employed, the following conditions shall apply:
 - a. Teachers teaching on special permits shall not be rehired if a certified and qualified employee is currently available.

- b. Teachers affected by a reduction in personnel shall be notified sixty (60) calendar days prior to the end of the school year. Teachers who do not plan to return to District No. 7 next year must notify the administration sixty (60) calendar days before the end of the fiscal school year.
 - c. Before any necessary reduction in personnel is made, the provisions of the Tenure Act will be followed.
 - d. Before any necessary reduction in personnel is made, the Employer will discuss the effects of such reduction with the Union.
 - e. The Employer will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.
4. The procedure for determining the priority order for retention is as follows:
- a. Teachers with the longest period of continuous service in the school district who possess a permanent, life or provisional teaching certificate, shall be retained, provided that such certification qualifies them for a position, and provided that tenured personnel are retained over probationary personnel.
 - 1. In filling vacancies at the secondary level, the following criteria shall apply in this order:
 - a. Seniority
 - b. Certification
 - c. Qualifications
 - 2. Qualifications for the purposes of this Article shall mean:
 - a. Grades 9-12, a major according to North Central.
 - b. Grade 8, teacher certification.
 - c. Grade 7, teacher certification.
 - b. If two (2) or more teachers have equal years of continuous service in District No. 7, the teacher with the most total teaching experience will be retained.
 - c. If two (2) or more teachers have equal years of continuous service, equal teaching experience and the same degrees, the teacher with the greatest number of graduate hours beyond the degree, as of June 30th of the preceding year, will be retained.

It is understood that the ranking of degrees from lowest to highest is as follows:

- 1. Bachelors
- 2. Masters
- 3. Educational Specialist
- 4. Doctorate

- d. If two (2) or more teachers have equal status in “a”, “b” and “c” above, the teacher to be retained shall be the individual whose social security number has the highest sum of the last five (5) digits. If a tie continues, the highest sum of the last four (4) digits shall determine who is retained and if a tie still exists, the highest sum of the last three (3) digits shall determine who is retained.
- e. In the event no one in the school district is qualified for a specific area of academic specialization, a new person will be employed.

C. Recall Procedures

1. Laid-off teachers shall be recalled to the first vacancy for which they are qualified in reverse order of layoff.
2. A laid-off teacher will lose his/her seniority if he/she refuses an offer of a full-time position for which he/she is qualified or fails to respond within five (5) days of its receipt, to a written offer of such a position from the Employer.
3. Notifications of a recall shall be in writing with a copy to the Union. The notification shall be sent by certified mail to the teacher’s last known address.
4. Recalled teachers shall be entitled to sick leave days and other benefits prior to layoff as provided herein.

ARTICLE XX

Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes will be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement.
- B. When the decision has been made to close schools because of severe inclement weather, the Superintendent shall notify teachers and students through the Law Enforcement Information Network (LEIN System) within a reasonable length of time before the scheduled opening of schools. The teachers shall not be required to report on such days. The Union recognizes, however, that all decisions relative to the opening and/or closing of school(s) is the sole prerogative of the Employer and its appropriate administrative agent.
- C. Nothing in this Article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

ARTICLE XXI

School Calendar

A. For the terms of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Employer and the Union.

B. There will be one and one-half (1 1/2) planning conference days at the beginning of the school year.

At least one-half (1/2) day shall be provided at the end of the first semester for the completion of teacher records when pupils shall be excused from attendance. There shall be at least one and one-half (1 1/2) records days at the end of the second semester.

C. All possible efforts shall be made to further good parent-teacher relationships. In order to establish a working rapport between the concerned parties, parent-teacher conferences will be held in all schools. The schedule for parent-teacher conferences will be mutually developed by teachers and principals. When conferences are scheduled in the evening, schools shall be dismissed in the afternoon of another school day to provide release time for the faculty.

Kindergarten: Four (4) parent conference days per year.

The Employer will provide substitute teachers.

Kindergarten teachers, with the approval of their principals, may elect to have an additional half-day of parent conferences per semester in lieu of a half-day of in-service.

Grades 1-3: Three (3) afternoons during the Fall semester. Two (2) afternoons during the Spring Semester. An additional afternoon during the Spring semester will be granted at the request of the teacher.

Grades 4-8: Two (2) afternoons during the Fall semester and two (2) afternoons during the Spring semester. An additional afternoon during the Fall and Spring semesters may be granted at the request of the teacher and approval of the principal.

Grades 9-12: One (1) afternoon during each Trimester.

D. In order to meet student instruction requirements for receipt of full State Aid funding, scheduled student instruction days that are canceled due to inclement weather or other conditions which make it necessary to cancel student instruction will be rescheduled for another day.

The student instruction days to be rescheduled will be rescheduled as one-half (1/2) instruction days unless more time is needed to meet the yearly hours of required instruction. The days shall be rescheduled first on scheduled record days, if available. Otherwise, the canceled student instruction days will be rescheduled by the addition of one weekday of student instruction for each canceled student instruction day to be rescheduled following the last scheduled day of school. The Employer and Union may consult and mutually agree to vary from the rescheduling arrangements set forth herein.

Rescheduled student instruction days worked pursuant to this provision shall be worked by teachers without additional compensation beyond their annual scheduled salaries for the school year, unless the rescheduled day is one that is rescheduled because of insufficient attendance of students on a previously rescheduled student instruction day.

In the event that during this Agreement it becomes lawful to reduce or eliminate the rescheduling of any or all of the canceled student instruction days without affecting State Aid funding, only those canceled student instruction days necessary for full State Aid funding will be rescheduled as required to insure receipt of full State Aid funding.

- E. If an audit by the Michigan Department of Education rules that there is inappropriate time in the school calendar, necessary amendments shall be made to comply with the Michigan School Code.

ARTICLE XXII

Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Recruitment of employees outside the school district to fill vacancies shall be carried out when all employees of this district who possess seniority, certification and qualifications which entitle them to positions have been assigned.

If a vacancy still exists, it shall be posted with the Wayne County MEA/NEA Office and other sources, if time permits.

The Board agrees to interview laid-off teachers of the Wayne County MEA/NEA provided the candidates are qualified for the open position as set forth in this Agreement. It is further agreed that the Wayne County MEA/NEA shall monitor the application of such candidates to guarantee that the conditions of this Article shall not be disruptive to the operation of the school district.

It is further understood that nothing herein shall be construed to guarantee subsequent employment to any candidate.

The amount of credit for outside teaching experience shall be agreed to by the candidate and the Employer on an individual basis, but in no event shall the credit exceed seven (7) years.

- C. For substitute classroom assignments in excess of the normal teaching load as outlined in Article V, which causes the loss of an unassigned (preparation) period, teachers will be compensated at the rate of Eighteen Dollars (\$18.00) per hour. This does not apply in situations where teachers are late in arriving or must leave early due to illness, athletic events or other emergencies.
- D. Teachers involved in extra-duty assignments set forth in Schedules B-1 and B-2 and which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.

- E. Teachers required in the course of their work to drive personal automobiles shall receive a car allowance at the rate per mile approved by the Employer.
- F. Payment for hours beyond the B.A. or M.A., as indicated in Schedule B, acquired on or after the signing date of this agreement, required that coursework contribute to:
 - 1. a current teaching endorsement or assignment; or
 - 2. an additional teaching endorsement; or
 - 3. an educational administrative certificate.

Up to but no more than ten (10) non-graduate credit hours earned after the award of a degree, as provided above, will be counted for lateral mobility on the salary schedule. The provisions of this Article will not serve to deny credits granted prior to the signing date of this Agreement.
- G. The effective date of advancement to a higher level on the salary schedule will correspond to the next semester after the degree or new level is attained.
- H. Summer school compensation shall be increased to twenty three dollars(\$23.00) per hour, effective September 1, 2007.

ARTICLE XXIII

Special Teaching Assignments

- A. Driver Education and other special teaching assignments will be made by the Superintendent of Schools on the basis of preference to teachers possessing a provisional teaching certificate, and who are regularly employed in the district during the normal school year. The minimum hourly rate for said assignments shall be negotiated by the employer and union. Teachers of Driver Education must be approved by the Michigan Department of Education.
- B. The Employer agrees to maintain an adequate and competent list of substitute teachers for the elementary and secondary schools. All released teachers will be placed at the top of the substitute list and will be given preference. A substitute list will be posted at each building. The substitute list will be revised at the beginning of each marking period.

All teachers reporting their absence from work must call Aesop by 6:00 a.m. If an emergency arises after 6:00 a.m., calls should be directed to the building administrator, Human Resources, or payroll.

- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. All compensation received from the universities or colleges for such services shall go to the teacher.

Coordinator of the placement of any student teachers will be done through the Board of Education Office and the office of the WC-MEA/NEA. It is understood that the placement of student teachers shall not be mandatory. It is further understood that the Employer can place, with the approval of the staff member, a student teacher who resides in the community, provided the Employer notifies the Union immediately upon said student teacher's application.

Special Teaching Assignments (continued)

- D. The cooperative training program coordinator will be given two (2) class periods of released time daily to operate the high school program. In addition, the cooperative coordinator will receive the sum of Nine Hundred Dollars (\$900.00) and it is understood he/she will not be reimbursed for the additional two (2) weeks of work during the summer. If, in the opinion of the principal and the coordinator, additional time is needed, this time will be provided, and the coordinator will be paid Four Hundred Fifty Dollars (\$450.00).

ARTICLE XXIV

Retirement Benefits

To be considered eligible for retirement benefits under this Article, a teacher must be retiring from active service in this district, and must have completed a minimum of ten (10) years in Dearborn Heights School District No. 7; and have applied for and be eligible to receive benefits under the Michigan Public School Employees Retirement System. Such individual shall receive a lump sum retirement of \$50.00 per day for each unused leave day, not to exceed 200 days.

ARTICLE XXV

Student Discipline and Teacher Protection

- A. The parties agree that the primary responsibility for student control and management rests with the teacher. The Board and administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. All corrective punishment for disobedience must be reasonable without malice and should not be unusual or excessive. The Board shall support the teacher by providing assistance in obtaining professional services for emotionally disturbed students as soon as possible. Whenever it appears that any particular pupil requires specialized professional attention, the Board will take reasonable steps to aid the teacher in his/her responsibilities to such pupil.
- B. A teacher may use such restraint as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may send a pupil to the office for one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- D. A written statement of causes and procedures for suspension of senior high school students, as formulated by the Board of Education, will be distributed to parents, students and instructional personnel at the beginning of the school year. Suspension of students from school may be imposed only by a principal or his designated representative. The teacher and the administration will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.

Student Discipline and Teacher Protection (continued)

Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. The principal will assign students with behavioral difficulties so they are distributed as equally as possible among the teachers involved.

- E. Any case of physical or verbal assault upon a teacher or school property or at school sponsored activities shall be promptly reported to the Board or its designated representative. The Board's attorney will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction.
- G. Any reasonable complaints by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention. Any action contemplated by the teacher as a result of such complaint shall be discussed with and approved by the principal before such action is taken.
- H. The Board will take steps to guarantee reasonable protection of teachers' private property.

ARTICLE XXVI

Insurance Protection

- A. All current employees shall be offered the following MESSA insurance protection. For the 2011-12 school year, employees subject to a step freeze shall pay 32.5% of their individual insurance premiums on a pre-tax basis. Employees at the top of their respective salary schedule for the 2011-12 school year shall pay 37.5% of their individual insurance premiums on a pre-tax basis.

Plan A: (includes medical coverage)

Health – “MESSA Choices II” BCBS Plan with a “Saver Rx” (\$2/\$10/\$40) drug card, a \$200/\$400 annual deductible and \$10 office visit co-payment.

Dental - MESSA/Delta Dental 80/80/50; \$1,000

Life - \$40,000 MESSA Negotiated Term Life with AD&D

Vision - MESSA/VSP-3

Long Term Disability (LTD) - Sixty (60) day elimination period, 66.67% of monthly income to age 65, and a maximum monthly benefit of \$5,000.00.

Plan B: (no medical coverage; for those not electing Plan A)

Dental - MESSA/Delta Dental 80/80/50; \$1,000

Life - \$40,000 MESSA Negotiated Term Life with AD&D

Vision - MESSA/VSP-3

Any employee selecting Plan B will be entitled to \$125.00 per month cash-in-lieu of health insurance.

Should the plan be switched to a plan other than the insurance plans specified above, there will be no reduction or loss of any benefits or extent of coverages from those insurance plans in effect at the time of the switch.

The insurance plans specified above shall continue to serve as the standard specifications for minimum coverage to be provided by any other plan following any such switch, including any adjustments in benefit and extent of coverage made after the switch.

The employer may obtain health insurance, dental insurance, life insurance, and/or long-term disability insurance coverages at the standard specifications for minimum coverage specified above separately from other insurance companies or in a package in its discretion.

ARTICLE XXVII

Professional Grievance Procedure

- A. The term “grievance” is a claim that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. Grievances of teachers or of the Union shall be presented and adjusted in the following manner subject to the understanding that no step set forth below be contrary to law.
- C. If a grievance arises requiring action of an authority higher than that in Step I, it may be initiated at the appropriate step of the grievance procedure.
- D. It is expressly understood and agreed that, at the building level, no teacher or group of teachers shall initiate the grievance procedure until the alleged grievance is discussed informally with the principal.
- E. If the informal discussion as described in D. above is not concluded to the satisfaction of the teacher and the Union, the grievance procedure as outlined below shall be followed:

STEP I

Within twenty (20) school days following the act or condition which is the basis for the grievance the aggrieved teacher and his Union representative shall formally present the grievance to his immediate supervisor or principal.

STEP II

Whenever a grievance cannot be resolved at Step I or if no decision has been rendered within ten (10) school days after presentation of the grievance, the Union will carry the grievance (in writing) to the Superintendent of Schools or his duly delegated representative. If the Union has not appealed the grievance to the Superintendent of Schools or his delegated representative within fifteen (15) school days of the disposition of the grievance by the principal or immediate supervisor, the grievance will be considered resolved.

STEP III

In the event the Union is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within fifteen (15) school days from the date of receipt of the grievance by the Superintendent of Schools, the Union may present a written appeal to the Board of Education through the Superintendent of Schools. If the Union has not appealed the grievance to the Board of Education within twenty (20) school days of the disposition of the grievance by the Superintendent of Schools, the grievance will be considered resolved.

STEP IV

The Board of Education, or a sub-committee of Board Members appointed by them, shall hear the appeal and rule on the grievance within twenty-five (25) school days of written notification and shall communicate its decision in writing together with supporting reasons to the Superintendent of Schools and the Union.

STEP V

If the Union is not satisfied with the disposition of the grievance at Step IV by the Board of Education or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

- F. A grievance may be withdrawn by the Union at any level without prejudice or record.
- G. Upon request, decisions rendered at all steps shall be in writing and shall promptly be transmitted to all parties of interest.
- H. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- I. The Union shall have access to the location and content of records and all information necessary to the determination and processing of the grievance.

- J. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.
- K. It is understood that the arbitration provision became effective on July 1, 1981. Further, any grievance which allegedly occurred or was filed prior to July 1, 1981, shall be processed under the provisions of the Agreement to Extend Contract dated August 31, 1979; and, therefore, shall not be subject to the arbitration provision of this Agreement.

ARTICLE XXVIII

In-Service Training Council

The In-Service Training Council shall organize itself and assume responsibility for the planning and conducting of the in-service education of all professional teaching personnel. This committee shall consist of: one elementary teacher from each school, one middle school teacher, one senior high school teacher, two elementary principals, and the Superintendent of Schools or his designee. It shall be the responsibility of this committee to establish the conditions and procedures under which it shall operate, including the selection of chairperson, secretary and other officers it deems appropriate. Teacher representatives to the In-Service Training Council are to be selected and appointed by the Local Association no later than March 1 of each year for the following school year. If teacher representatives are not appointed as stated, the administration may assume full responsibility for implementing the functions of this council.

- A. Committee meeting shall be scheduled during times when school is in session and shall be held when necessary, September through May. Teacher members will be reimbursed at a rate negotiated by the employer and union.
- B. The committee shall have direct responsibility for planning in-service training meetings for the total staff as follows:
 - 1. One-half (1/2) day for the elementary teaching staff during the second semester for each year of this Agreement shall be set aside for in-service, during which time students shall not be in attendance. This provision to be construed consistent with state mandates.
 - 2. The In-Service Training Council will plan in-service activities which will include new programs, new textbooks and Special Education.
- C. Additional time will be allowed on the secondary level as agreed upon by the Superintendent or his designee and the Union.
- D. The Board will provide a reasonable amount of money to be used by the In-Service Training Council for the purpose of providing in-service training programs.

ARTICLE XXIX

Instructional Policies Council

- A. If determined to be necessary, an Instructional Policies Council, consisting of one middle school teacher, one senior high teacher, one elementary teacher, one special services teacher, one secondary administrator, one elementary administrator, and the Superintendent or designee.

- B. It shall be the responsibility of this council to establish the conditions and procedures under which it shall operate. Teacher representatives to the Instructional Policies Council are to be selected and appointed by the Union no later than March 1 of each year for the following school year. If teacher representatives are not appointed as stated, the administration may assume full responsibility for implementing the functions of this council.

- C. The Council will advise the administration and the Union on such matters as teaching techniques, courses of study, textbooks, curriculum guides and other experimental programs related to instructional policies.

- D. The Council may appoint such joint professional study sub-committees as are deemed necessary. Any teacher or group of teachers may request that the Council consider setting up a sub-committee to study a particular concern they may have.

- E. Council meetings shall be scheduled during times when school is not in session and shall meet as often as is necessary, September through May. Teacher members will be reimbursed at a rate negotiated by the employer and union, but teacher committee members will be reimbursed for not more than nine (9) meetings.

- F. At the first meeting, operating rules and methods of providing for effective consultation with the Employer will be discussed. Subsequent meetings will be held on a regular basis.

- G. The annual report of the Instructional Policies Council will be posted on the bulletin board in each school. This report will include materials recommended and any actions implemented.

ARTICLE XXX

Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters of vital mutual concern may from time to time arise. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving such matters.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select representatives of their own free choice. While no final agreement shall be executed without ratification by the Union and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate. The initiating party shall inform the other party in writing to notifying the Michigan Employment Relations Commission.

ARTICLE XXXI

Membership Fees and Payroll Deductions

- A. Within thirty (30) days of the beginning of their employment, employees shall sign and deliver to the Employer an assignment authorizing deduction of membership dues or assessments of the National Education Association, Michigan Education Association, Dearborn Heights No. 7 Education Association and the Wayne County MEA/NEA (the Union).
- B. Such authority to deduct dues shall continue in effect from year to year unless such is revoked in writing between June 1 and September 30 of any year.
- C. The Local Association/Union shall, prior to the first Friday of the school year, give written notification to the business office of the amount of the dues which are to be deducted in that school year under such authorization. Dues shall be deducted in ten (10) equal installments from the second regular salary check of the employee each month beginning in September and ending in June. The amount of such dues shall not be subject to change more than once during the school year.
- D. With respect to all sums deducted by the employer pursuant to authorization of the employee, the employer agrees to promptly remit to the local association treasurer such sums accompanied by a list of employees for whom such deductions have been made.

Membership Fees and Payroll Deductions (continued)

- E. It is hereby agreed that it is the sole responsibility of the local association to secure such dues deduction permission and present a certified list of all members prior to the first payroll dues deduction.
- F. The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the union. The union agrees to reimburse any employee for the amount of any dues deducted by the employer and paid to the local association, which is by error in excess of the proper deduction.

Agency Shop

- A. Any bargaining unit member who is not a member of the Union or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a representation benefit fee to the Union, pursuant to the Union's "policy regarding objections to political-ideological expenditures" and the Union's administrative procedures adopted pursuant to that policy. The representation benefit fee shall not exceed the amount of the association/union dues collected from union members. The bargaining unit member may pay such a fee directly to the local association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the local association, or authorize payment through payroll deduction, the employer shall, upon completion of the procedures contained in section D of this article and pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the representation benefit fee from the bargaining unit member's wages and remit same to the local association.
- B. In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the employer, at the request of the Union, shall terminate the employment of such bargaining unit member upon completion of the procedures contained in Section D of this Article. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.
- C. The association/union has established a "Policy regarding objections to political-ideological expenditures." That policy (a copy of which shall be provided each non-union bargaining unit member by the union), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.

Membership Fees and Payroll Deductions (continued)

- D. The union in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the board in the event that compliance is not effected. If the teacher fails to remit the service fee or authorize deduction for same, the union may request the board to make the deduction. The board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the local association or authorized payroll deduction for same.
1. In the event, as provided in paragraph B, the union requests the board to terminate the employment of a bargaining unit member for violating this article, the union shall first notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.
- E. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to nonmembers until mid-school year. Consequently the parties agree that the procedures in the article relating to the payment or non-payment of the representation fee by non-members shall be activated within (30) days following the union's notification to non-members of the fee for that given school year. At such time the union will certify that it believes the fee includes only those amounts permitted by law. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- F. The union shall indemnify and save the board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the board for the purpose of complying with the security/agency shop provision of this article. The union shall, when the board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the union and the Michigan and National Education Associations. The union shall have the right to negotiate a settlement with any teacher whose wages have been subject to involuntary deduction or who has been terminated under the provisions of this article. The board agrees to properly cooperate with the union in the event that this provision is invoked.

ARTICLE XXXII

Counseling Services

The function of the counselor is to give information, provide support and assistance to the student so that he/she may better understand his/her unique qualities and make the best decisions personally, educationally and vocationally to fulfill his/her needs and make the most of his/her assets.

- A. The number of students assigned to a counselor at the high school shall not exceed the student/counselor ratio established in the North Central Association standards. It is understood that for the duration of this Agreement, one (1) counselor will be assigned to the middle school. It is further understood that a counselor shall not receive tenure as a counselor, unless such has been acquired prior to June 17, 1988. The duties of one counselor shall include duties other than routine guidance functions as determined by the administration. It is understood that the counselors shall not be assigned classroom duties except as per past practice.
- B. The counseling department, middle school principal, and the high school principal will determine the need of the number of counselors that will work before school starts and after school closes in June. The salary for these extra days will be pro-rated on their current salary.
- C. The high school counselor shall be paid at a rate negotiated between the employer and union for the administration of Saturday testing. The principal will determine the number of teacher monitors that will be needed for supervision on a voluntary basis as per Article XXXIII, Item C.
- D. Counselors are not required to initiate or receive routine telephone calls in relation to student illnesses.
- E. In order to keep accurate records, a records secretary will be located at the senior high level.

ARTICLE XXXIII

Additional Compensation for Extra Duty

- A. Arrangements for teacher supervision for extra-curricular affairs in the secondary schools shall be the responsibility of the building administrator.
- B. The coaching staff shall assist the administration by recommending specialized personnel to help run the mechanics of the event. Additional personnel used for supervision and crowd control shall be appointed by the administration. Effective the 2007/2008 school year, compensation for such extra duties shall be Fifteen Dollars (\$15.00) per hour.

Additional Compensation for Extra Duty (continued)

- C. All such extra duty assignments shall be posted to all DH7 employees two weeks for the purpose of utilizing appropriate volunteers the beginning of each trimester. If there are insufficient volunteers two weeks after posting, the duty shall be assigned at that time. Under no circumstances shall any teacher be required to serve with less than one week's notice. In the event the assigned teacher cannot perform the duty, he/she shall be responsible for obtaining a replacement staff member. If possible, the Employer will utilize the services of PESG to accomplish additional duties to the extent possible.
- D. Sponsors of clubs and organizations shall obtain five (5) volunteers for adequate supervision and crowd control. The Union has agreed to encourage each staff member to participate in at least one extra activity. In the event the sponsors are unable to obtain sufficient volunteers to provide adequate supervision, the sponsor shall cancel the activity.
- E. The Board of Education agrees to pay all personnel costs for the Homecoming Dance, Junior Prom, Senior Prom and all other major events. The major events will be so designated by the administration two weeks after the beginning of the school year.

Limitations and Clarification Note

- A. Middle School and Elementary personnel may volunteer for extra duty assignments.

ARTICLE XXXIV

Miscellaneous Provisions

- A. No polygraph, lie detector, nor recording or listening device shall be used in any investigation of any teacher.
- B. Any individual contract between the Employer and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, the Agreement during its duration shall be controlling.
- C. The Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Employer and presented to all teachers now employed, hereafter employed, or considered for employment by the Employer.

- F. The Union may request time immediately following the adjournments of staff building meetings for the purpose of carrying out Union business. It shall be understood that representatives of the administration shall not be in attendance at Union building meetings.
- G. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- H. The Union District Director will be granted one (1) hour of release time per day to conduct Union business.
- I. If an elementary principal is absent, the Superintendent of Schools will take the necessary steps to take care of the situation.
- J. The Employer shall provide a bank of twenty-five (25) days to be used by employees who are engaged in Union business. This bank shall be provided at no cost to the Union and shall be renewed each school year so that there are twenty-five (25) days available for said year. Said bank shall be administered by the Union.
- K. There shall be a full-time librarian at the high school and a one-half (1/2) time librarian at the middle school.
- L. The employer and association encourage the staff to become technologically proficient.
- M. The Local Government and School District Fiscal Accountability Act (PA 4 of 2011), requires the parties to place a provision in this Agreement that states an emergency manager is authorized "to reject, modify or terminate" this Agreement. However, this paragraph shall not waive the Association's right to challenge the enforceability or legality of any unilateral action to compromise or alter this Agreement.

ARTICLE XXXV

Special Education Co-Teaching/Inclusion Teaching

Assignments for special education co-teaching/inclusion teachers:

1. By May 1 of each school year, all general education teachers currently assigned to the grade level or subject area to be a co-teaching situation shall be offered an opportunity to volunteer.
2. Of the volunteers, general education teachers with the most recent prior co-teaching service in Dearborn Heights District No. 7 shall be given priority.
3. In the event there are more volunteers than available co-teaching assignments, the teacher with the most seniority shall be awarded to the co-teaching situation.
4. In the event there are fewer volunteers than co-teaching situations, a meeting between administrators and grade level/subject area teachers shall be held to seek a solution. If not mutually agreeable situation is reached, the least senior teacher will be assigned to the situation.

ARTICLE XXXVI

Annexation and Consolidation

In the event that the annexation or consolidation of the District is pursued, the parties shall abide by P.A.154 of 1984 as amended.

ARTICLE XXXVII

Duration of Agreement

This Agreement shall be effective as of September 1, 2011 and shall continue in effect until the 31st day of August, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The Parties agree to engage in future negotiations to set wages and insurance for the 2012-13 school year. The District shall not be compelled to provide wages and benefits at levels and amounts any greater than those in effect at the end of the 2011-12 school year absent mutual agreement of the parties. The District shall retain equivalent rights and privileges afforded by Michigan Public Act 54 of 2011 in negotiating future economic wage rates and insurance coverage during the future years of this contract.

WAYNE COUNTY MEA/NEA

BOARD OF EDUCATION

By

By

John Mitroka, Bargaining Chair
WC MEA/NEA MABO President

Phillip Shannon, President

By

By

Cliff Taylor, District Director

Christine Kowalski, Secretary

By

By

Sara Dallas, District Negotiator

Jeffrey Bartold, Superintendent

SCHEDULE A

SCHOOL CALENDAR FOR CERTIFIED PERSONNEL FOR 2011-12

DATE	EVENT
September 6	First Day of school/students report ½ day (a.m.)
September 20	Students ½ day (a.m.) Professional Development
October 19	Students ½ day (a.m.) Annapolis Only Conferences
November 8	Professional Development/No students
November 11	End of First marking period/Elementary and Best
November 21	Students ½ day (a.m.) Elementary Only Conferences
November 22	Students ½ day (a.m.) Elementary and Best Conferences
November 23	Students ½ day (a.m.) all schools
November 24 & 25	Thanksgiving Holiday Schools Closed
December 1 & 2	Students ½ day (a.m.) Annapolis only exams/end of Trimester
December 24-January 8	Winter Break Schools Closed
January 16	Martin Luther King Observance Schools Closed
January 27	Students ½ day (a.m.) End of first semester/Elem, & Best
February 1	Students ½ day Annapolis only Conferences
February 9	Students ½ (a.m.) Best only Conferences
February 17	Students ½ day (a.m.) Annapolis only
February 20	Mid-Winter Break All Schools Closed
February 21	Professional Development/No Students
March 15 & 16	Students ½ day (a.m.) Annapolis Only Exams
March 16	Students ½ day (a.m.) Annapolis End of Trimester
March 30	End of third marking period Elementary & Best
April 3 & 4	Students ½ day (a.m.) Elementary only Conferences
April 5	Students ½ day (a.m.) Easter Break
April 6 – 15	Easter Break Schools Closed
May 4	Students ½ day (a.m.) Annapolis Only Conferences
May 25	Students ½ day (a.m.) All schools
May 28	Memorial Day Schools Closed
June 14	Students ½ days (a.m.) All Schools
June 17	End of second semester Teachers' Records day

School Year - Students: 180 days
School Year - Teachers: 183 days

SCHEDULE B

2011-12 SCHOOL YEAR SALARY SCHEDULE

STEP	BA	BA15	MA	MA15	MA30	DOC
0	41,787	43,617	47,279	48,738	50,222	51,715
1	44,660	46,344	49,678	51,326	52,973	54,611
2	46,932	48,738	52,389	54,183	55,989	57,796
3	49,127	51,086	55,048	57,009	58,972	60,973
4	51,524	53,673	58,070	60,225	62,383	64,583
5	54,494	56,859	61,689	64,077	66,452	68,865
6	57,107	59,719	65,023	67,678	70,288	72,946
7	60,067	62,912	69,070	71,949	74,839	77,675
8	62,829	65,830	72,305	75,314	78,313	81,316
9	69,693	72,571	75,595	78,670	81,783	84,916
10	-	-	87,000	88,135	89,677	91,692

Teachers with 25 years or more years of service in District 7 shall receive an additional \$500.

Wage rates shall remain as currently stated in the contract except as follows:

Step Freeze: Due to the reduction in Michigan School Aid funding for the 2011-12 fiscal year, there shall be no advancement on pay steps for any bargaining unit member for the 2011-12 school year. Members who earn applicable degree credits are eligible for lane advancement. Any possible step advancement in future years of this contract is subject to bargaining consistent with Public Act 54 of 2011.

Furlough Days: During the 2011-12 school year, bargaining unit members shall take unpaid furlough days at the member's daily rate of pay, for three (3) days when the entire District is closed due to weather conditions, health concerns, or other "Acts of God."

Personal business days and individual sick leave days that have been previously scheduled on furlough days will be considered a "furlough day" and the personal day or sick day will not be deducted against the member's leave day bank.

Payroll deductions for the furlough day arrangement shall commence prospectively on the first payroll period of the 2011-12 school year. The deductions shall be prorated over the course of the entire school year.

If the "Act of God" furlough days are not scheduled by April 30, 2012, the last teacher work day (June 15, 2012) may be used as a furlough day.

A member with 25 years of service or more within MPSERS can opt to make an additional health care premium contribution in lieu of the furlough day deductions. The premium contribution will be equal to the reduction in pay the member would suffer under the furlough day arrangement. An eligible member must exercise this option in writing to the Director of Human Resources by August 26, 2011.

SCHEDULE B-1

Additional Compensation for Extra Duties

Due to the reduction in Michigan School Aid Funding for the 2011-12 fiscal year, the parties agree to reduce all extra duty assignments or stipends by 25% for at least the 2011-12 school year. This shall exclude summer school assignments. The parties also agree to remove stipends for: HS forensic-debate, HS newspaper/yearbook, HS Wrestlerettes, MS drama, MS newspaper.

SENIOR HIGH SCHOOL

<u>Title of Position *</u>	<u>Compensation</u>	<u>2011-12</u>
Band (Pre-School, Marching Band, Concerts)	\$1,000	\$750.00
Forensic - Debate	575	0.00
Junior Class Advisor	500	375.00
National Honor Society	600	450.00
Newspaper/Yearbook	**700	0.00
Senior Class Advisor	500	375.00
Ski Club	400	300.00
Sophomore Class Advisor	500	375.00
Freshman Class Advisor	500	375.00
Student Council	600	450.00
Varsity Club	400	300.00
Wrestlerettes	400	0.00
Drama	(per play) 800	600.00
Open Club	400	300.00
Open Club	400	300.00

MIDDLE SCHOOL

Band (Concerts and Parade)	550	412.50
Drama	(per play) 450	0.00
Newspaper	450	0.00
Photography	400	300.00
Student Council	450	337.50
Open	400	300.00
Open	400	300.00

ELEMENTARY

Each elementary school site shall be allotted \$750.00 (**2011-12 the amount is \$562.50**) exclusively for use as compensation for a safety patrol sponsor and service club sponsor. These monies shall be divided between the two positions as determined by the building principals and sponsors jointly. Consideration as to payment of said sponsors shall be determined by the size and number of participants in each activity. There shall be four (4) safety patrol and four (4) service club sponsors.

* If participation in any of the clubs listed above is insufficient, the principal may substitute another club. If a sufficient number of students are interested in organizing a new club, the principal may use the open club position, provided a sponsor is available. Each of the above teacher sponsors shall submit, at the end of the year, an evaluation of his/her particular activity to the respective principal.

** The person filling this position shall be given one (1) hour of release time, provided that the Yearbook and Newspaper classes are offered.

SCHEDULE B-2

Additional Compensation for Coaching Duties

- A. The following activities shall be paid on the indicated percent of the B.A. Zero Salary Step. Compensation will consist of separate checks made in two (2) equal payments; the first to be at mid-season and the second at completion of the activity.
- B. Posting of athletic positions will be in each building and will be done approximately one (1) month after the season concludes. These dates are as follows:

Spring Sports ----- October 1st
Fall Sports ----- December 1st
Winter Sports----- April 1st

Announcement on the decision of these positions will be made within one (1) month from the original posting date or the position will be reopened.

- C. Coaching positions will be appointed on a continuing basis unless a review of their performance proves unsatisfactory or the coach resigns. This is not to imply that there is tenure in a coaching position.
- D. If, during the course of the activity, the enrollment drops below a determined number, the Board of Education shall have the right to terminate the activity and pay a pro-rated amount of remuneration.
- E. Coaches may attend clinics during the school year with approval of their principal. Each coach upon approval shall receive a total of Forty-Five Dollars (\$45.00) for these clinics to help cover expenses. In addition, a coach shall be paid car allowance as set forth in ARTICLE XXII when using his/her personal car to attend said clinics.
- F. With the principal's approval, coaches and sponsors may be dismissed early. However, it is the responsibility of each coach and sponsor to provide his/her own substitute at least one (1) day prior to the requested time. These substitutes shall be paid the sum of Seven Dollars (\$7.00) per hour.
- G. Coaching compensation shall be as follows:

- 1. SENIOR HIGH SCHOOL
Boy's Athletics

<u>Football</u>	<u>Percent</u>	<u>2011-12</u>
(1) Head Coach	11.8%	8.85%
(5) Assistants	8.93	6.70%
<u>Basketball</u>	<u>Percent</u>	
(1) Head Coach	11.38%	8.54%
(1) J.V. Coach	8.83	6.62%
(1) 9 th Grade Coach	8.83	6.62%

SCHEDULE B-2 Additional Compensation for Coaching Duties (continued)

<u>Wrestling</u>		<u>2011-12</u>
(1) Head Coach	11.38	8.54%
(1) Assistant	8.83	6.62%
<u>Baseball</u>		
(1) Head Coach	10.51	7.88%
(1) J.V. Coach	8.35	6.26%
<u>Track</u>		
(1) Head Coach	10.51	7.88%
(1) Assistant Coach	8.35	6.26%
<u>Swimming</u>		
(1.0) Head Coach	10.51	7.88%
(.5) Assistant Coach	8.35	6.26%
<u>Golf</u>		
(1) Head Coach	8.35	6.26%

SENIOR HIGH SCHOOL

Girls' Athletics

(1) Head Coach - Softball	10.51	7.88%
(1) Assistant Coach – Softball	5.80	4.35%
(1) J.V. Coach – Softball	8.35	6.26%
(1) Head Coach - Volleyball	10.51	7.88%
(1) J.V. Coach – Volleyball	8.35	6.26%
(1) 9 th Grade – Volleyball	8.35	6.26%
(1) Head Coach - Basketball	11.38	8.54%
(1) J.V. Coach - Basketball	8.83	6.62%
(1) 9 th Grade – Basketball	8.83	6.62%
(1) Head Coach - Swimming	10.51	7.88%
(1) Head Coach - Track	10.51	7.88%
(1) Assistant Coach – Track	8.35	6.26%
(1) Head Coach – Cheerleading	5.0 (per season)	3.75%
(1) J.V. Coach – Cheerleading	3.0	2.25%
(1) Head Coach – Tennis	7.20	5.40%

SENIOR HIGH SCHOOL

Co-ed Athletics

(1) Bowling	7.20	5.40%
(1) Cross Country Head Coach	7.20	5.40%

MIDDLE SCHOOL

Boy's Athletics

2011-12

Football

(3) 7th/8th Grade Coaches 7.00 5.25%

Basketball

(2) 7th/8th Grade Coach 7.00 5.25%

Baseball

(1) 7th/8th Grade Coach 7.00 5.25%

Wrestling

(1) Middle School Coach 7.00 5.25%

Track (Boys and Girls)

(1) Middle School Coach 7.00 5.25%

Cross Country (Boys and Girls)

(1) Middle School Coach 7.00 5.25%

Swim (Boys and Girls)

(1) Middle School Coach 7.00 5.25%

Girl's Athletics

(2) Basketball Coach 7.00 5.25%

(2) Volleyball Coach 7.00 5.25%

(1) Softball Coach 7.00 5.25%

(1) Track Coach 7.00 5.25%

- H. The position of Middle School Athletic Coordinator shall be appointed on a continuing basis, unless a review of his/her performance proves unsatisfactory or he/she resigns. This is not to imply that this is a tenure position. The remuneration shall be 6.34% (2011-12 – 4.76%) of the B.A. Zero Salary Step.
- I. Duties of the athletic directors will include scheduling of male and female athletic events.

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7
AND
WAYNE COUNTY-MEA/NEA

MEMORANDUM OF UNDERSTANDING

Re: TEACHER PORTFOLIO

This Memorandum of Understanding is entered into by and between the Board of Education of the Dearborn Heights School District No. 7, hereinafter "Board," and the Wayne County-MEA/NEA, hereinafter the "Association," as follows:

The Board and the Association will appoint a four-member committee (two selected by the Board and two selected by the local Association) who, by majority vote, will determine whether a teacher's portfolio meets the minimum criteria according to the TEACHER PORTFOLIO OPTION under High-Objective Uniform State-Standard of Evaluation (HOUSSE) developed and adopted by the Michigan Department of Education for use in Michigan Public School Districts. In cases where the committee determines that the teacher portfolio does not meet the minimum criteria, it will provide written rationale for its determination and may use the assessment rubrics within the Highly Qualified Teacher Portfolio Guide developed by Wayne County Regional Educational Service Agency. Copies of the Highly Qualified Teacher Portfolio Guide are available from the Deputy Superintendent's office upon request. A teacher whose portfolio does not meet minimum criteria may resubmit a revised portfolio to the committee for a second review.

In the event that the provisions and requirements set forth by the Michigan Department of Education with respect to the HOUSSE are amended or repealed, this memorandum will be amended or repealed accordingly.

The Memorandum of Understanding is entered into this _____ day of _____, 2006 by and between the Board and the Association whose authorized representatives have affixed their signatures attesting thereto as follows:

DEARBORN HEIGHTS SCHOOL
DISTRICT #7 BOARD OF EDUCATION

WAYNE COUNTY MEA/NEA

Board President

President

Board Secretary

Vice President

Superintendent

Secretary/Treasurer

STUDENT CONTACT HOURS

IT IS UNDERSTOOD that current legislation mandates additional student instruction hours. The Employer and teachers agree that providing additional student instruction hours as mandated by current or future legislation or rule will be the responsibility of teachers without the addition of staff. The parties agree that teachers' student contact time shall be proportionally increased without additional compensation, provided that, if the Employer hires additional staff, such additional employment shall offset on a prorated basis the obligation of teachers of this memorandum. The provisions of Article V will be modified accordingly.

WAYNE COUNTY MEA/NEA

BY _____

DEARBORN HEIGHTS SCHOOL

DISTRICT NO. 7

BY _____

SIGNED IN DEARBORN HEIGHTS, MICHIGAN THIS 26th DAY OF SEPTEMBER, 1994.

**LETTER OF UNDERSTANDING
PERSONAL BUSINESS DAY USAGE**

IT IS UNDERSTOOD that a teacher shall not be required to give reasons for personal leave. In addition to the parameters set forth in Article XI, paragraph C; it is not permissible to use personal leave for participation in recreational or sporting events or shopping.

WAYNE COUNTY MEA/NEA

By _____

DEARBORN HEIGHTS SCHOOL
DISTRICT NO. 7

By _____

SIGNED IN DEARBORN HEIGHTS, MICHIGAN THIS 4th DAY OF DECEMBER, 2001.

NO. 2001/02-03

**LETTER OF UNDERSTANDING
HOURS BEYOND DEGREE**

Article 19 B 4 2 of the Collective Bargaining Agreement provides for the order of retention in the event of lay off. For teachers with the equal continuous service, equal teaching experience and the same degree, the individual who accumulates the most graduate credit hours beyond the degree completed by June 30th of the preceding year will be retained. The Association and Administration agree that only the hours made known to the Administration by March 1st of the year the seniority list is compiled will be counted. If the teacher has not notified the Administration by March 1st the seniority list will be compiled based on the most recent documented information.

Beginning with the 2002/2003 school year, the Association Director and Superintendent will send a joint letter to all teachers by February 15th, directing them to notify the human resources office of all hours beyond their highest degree before the March 1st deadline.

WAYNE COUNTY MEA/NEA

BY: _____

DEARBORN HEIGHTS SCHOOL
DISTRICT NO. 7

BY: _____

SIGNED IN DEARBORN HEIGHTS, MICHIGAN THIS 26th DAY OF FEBRUARY, 2002.

**LETTER OF UNDERSTANDING
JOB SHARING**

IT IS UNDERSTOOD that the Dearborn Heights School District #7 shall establish a joint committee composed of two teachers and two administrators to develop guidelines for teacher job sharing.

Job sharing is defined as two teachers sharing one (1) FTE teaching assignment.

These guidelines shall be submitted to the Superintendent of Schools (or designee) and upon acceptance, shall constitute a letter of understanding to be added to the master agreement

WAYNE COUNTY MEA/NEA

By _____

By _____

DEARBORN HEIGHTS SCHOOL
DISTRICT NO. 7

By _____

SIGNED IN DEARBORN HEIGHTS, MICHIGAN THIS 30th DAY OF MARCH, 2006.

MEMORANDUM OF UNDERSTANDING

TRIMESTER SYSTEM

It is understood and agreed that in the event the District determines that a trimester system would be beneficial to the District and the students, the District will consult the Union about the decision. However, neither the District nor the Union forfeit any contractual rights related to this topic as a result of this Memorandum of Understanding.

Dearborn Heights School District No. 7
Board of Education

Wayne County MEA/NEA

By: _____

By: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING
Between
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7
And
WAYNE COUNTY MEA/NEA
RE: PRE SCHOOL TEACHING
2011-12 SCHOOL YEAR

TA
5.23-11
cmc
SD
[Signature]

It is hereby agreed by and between the Board of Education of the Dearborn Heights School District No. 7, hereinafter "Board" and the Wayne County NEA/NEA, hereinafter "Association" to the following:

[Signature]
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Ca

The annual salary for these positions is the current BA Step 0 of \$41,787, less the cost of Health Care Benefits (Plan A). If the Health Care Benefits are waived by the teacher, then the annual salary is the current BA Step 0 of \$41,787, less Plan B Health Care Benefits and the current Plan B Package In-Lieu of Monies, of \$125.00 per month.

These teachers are entitled to all other rights of this contract.

This Letter of Understanding requires annual renewal.

BOARD OF EDUCATION
DEARBORN HEIGHTS DISTRICT NO. 7

WAYNE COUNTY MEA/NEA

Charlene Coulson
Assistant Superintendent

Cliff Taylor
D7 EA President

[Signature]

Sara Dallas
D7 EA Chief Negotiator

Jordan Harris
WC MEA Uniserv Director

Date: _____, 2011

Date: _____, 2011

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

April 28, 2011

**Letter of Agreement
Teachers on layoff Working in Pending Positions**

The Dearborn Heights School District No. 7 and the Wayne County MEA/NEA, through its affiliate, the Dearborn Heights District #7 Education Association, agree to the following arrangements for the period of September 6, 2011 through October 14, 2011, only.

Pending positions are defined as classroom positions where the continuation of the classroom is not assured during the period from the beginning of the 2011/2012 school year until approximately October 14, 2011.

Teachers on layoff who wish to be considered for pending teacher positions shall submit a letter stating such to the Human Resources Office by June 30, 2011. This is totally voluntary and no teacher will suffer any loss of recall or any other rights of the collective bargaining agreement or otherwise for their decision. The Employer agrees that anyone who seeks such considerations shall not be considered having reasonable assurance of employment for the 2011/2012 school year. It is understood that teachers shall not be guaranteed any employment for the 2011/2012 school year as a result of seeking such consideration.

The Employer shall not select any teacher for a pending position who has failed to submit a letter seeking consideration for such position before August 21, 2011. The Employer will utilize every teacher on the list of volunteers in positions for which they are certified and qualified prior to hiring anyone else for these positions. The assignment to pending positions shall be by seniority, provided the teacher is certified and qualified for the position.

The Employer will pay teachers filling pending teacher positions at the rate of \$90.00 per day and continue any life insurance provided to contractual employees and allow the teachers to continue accumulation and the utilization of sick leave benefits. It is understood that teachers who are so employed may not be eligible for unemployment compensation during the period while they are employed as pending teachers. However, should they become unemployed again, their employment as pending teachers shall not be considered by the Employer as suitable replacement work within the meaning of the Michigan Employment Security Act, and the Employer agrees that, unless otherwise required by law, it will not contest unemployment compensation claims on such

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5-23-11
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basis. Teachers assigned to pending positions according to this procedure will remain on layoff status while working in pending positions. If the Employer establishes a regular contractual position at any point during the period of this agreement, it will recall laid-off teachers according to the procedures in the Master Agreement. This will include teachers who may be filling a pending teacher position at the time of recall.

If the Employer recalls a teacher who is filling a pending teacher position to a contractual position, it will pay the teacher their full contractual salary, minus what they have already received, retroactive to the beginning date of their employment as a pending teacher. The Board will also reimburse teachers for the cost of any COBRA insurance payments they have made to continue all applicable benefits during this period.

By entering into this agreement, the Employer withdraws its proposal to adjust salaries downward to recoup any costs of unemployment compensation during the summer months of 2011 for those who accept pending position assignments.

Dearborn Heights School District No. 7
Board of Education

Wayne County MEA/NEA

By: _____

By: _____

Date: _____

Date: _____

TA
5-23-11
CME
SD
[Signature]
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LETTER OF UNDERSTANDING BETWEEN

Dearborn Heights District #7
And
Wayne County MEA/NEA-Dearborn Heights Education Association

Re: Elementary Class Size

The Letter of Understanding is entered into by and between the Board of Education of the Dearborn Heights District #7, hereinafter the "Board", and the Wayne County MEA-NEA, hereinafter the "Association", as follows:

Elementary Class Size

The Board and the Association agree for the period of September 1, 2011 through August 31, 2012 the class size amounts shall be modified to the following: (the elementary class size amounts will revert back to the 2009-10 rates effective September 1, 2012).

Regular 2011-12 classroom sizes:

K-1 ... 27-1
2-3 ... 30-1
4-5 ... 32-1

Regular 2009-10 classroom sizes:

K-2 ... 27-1
3-5 ... 30-1

This Memorandum of Understanding is entered into by and between the parties this _____ day of _____, 2011.

For the District:

For the Union:
