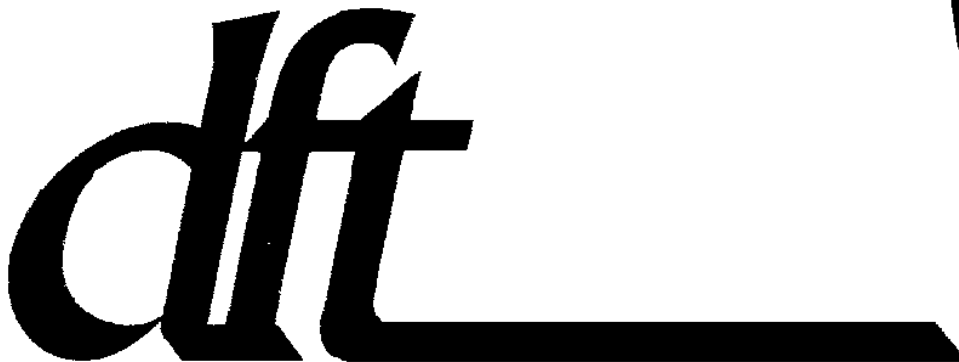


**AGREEMENT BETWEEN  
THE DEARBORN BOARD  
OF EDUCATION**



**AND THE  
DEARBORN FEDERATION OF  
TEACHERS, LOCAL 681, A.F.T.**



**dearborn federation of teachers**

**2009 - 2013**

**DEARBORN PUBLIC SCHOOLS  
18700 AUDETTE  
DEARBORN, MICHIGAN 48124**

TABLE OF CONTENTS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

ARTICLE

PAGE

I.	RECOGNITION .....	1
II.	BOARD OF EDUCATION RIGHTS .....	2
III.	AGENCY SHOP.....	2
IV.	DUES OR SERVICE CHARGE CHECKOFF.....	4
V.	APPOINTMENT OF NEW TEACHERS.....	5
VI.	COMMITTEES.....	5
VII.	PROFESSIONAL RESPONSIBILITIES OF UNION MEMBERS .....	6
	A. Elementary .....	7
	B. Secondary.....	9
	C. All Union Members .....	10
	D. Coaching and Physical Education Requirements.....	11
	E. Protocol for Handicapped/Medically Fragile Students .....	11
VIII.	SENIORITY.....	11
IX.	TRANSFER, SURPLUS AND LAYOFF (P-12) .....	14
	A. New Position.....	14
	B. Voluntary Transfer .....	14
	C. Involuntary Transfer.....	16
	D. Qualifications .....	17
	E. Bilingual Department Teacher .....	18
	F. Other Involuntary Transfers .....	19
	G. Layoff.....	19
X.	GRIEVANCE PROCEDURE.....	19
	A. Definition of Grievance .....	19
	B. Statement of Basic Principles .....	19
	C. Individual Grievance Procedures .....	20
	D. Group Grievance Procedures .....	22
XI.	PROBATIONARY TEACHERS.....	23
XII.	SELECTION OF P-12 SUMMER SCHOOL TEACHERS .....	24
XIII.	ADULT EDUCATION TEACHING.....	25
XIV.	LEAVES .....	26
	F. Professional Leaves.....	27
	1. General Provisions.....	27
	2. Advanced Study Leave .....	28
	3. Sabbatical Leave .....	28
	4. Exchange Teaching Leave .....	29
	5. Foreign Country or Military School Teaching Leave .....	30
	G. Personal Leaves.....	30
	1. General Provisions.....	30
	2. Extended Health Leave.....	31
	3. Care of Family Leave.....	32
	4. Child Care Leave .....	32
	5. Involuntary Health Leave.....	33

1	6.	Other Leaves of Absence .....	33
2			
3	H.	Civic Leaves.....	34
4	1.	Military and Peace Corps/Vista Leaves .....	34
5	2.	Governmental Service of Educational Organization Leave.....	34
6			
7	XV.	ABSENCES OTHER THAN LEAVES .....	35
8	A.	Personal Illness .....	35
9	B.	Personal Business.....	36
10	C.	Emergencies .....	36
11	D.	Religious Observance .....	37
12	E.	Jury Duty.....	37
13	F.	Catastrophes.....	37
14	G.	Summer School and Adult Education Programs.....	37
15	H.	Family and Medical Leave Act .....	38
16	I.	Other Absences .....	38
17			
18	XVI.	CONFERENCES, WORKSHOPS, CONVENTIONS, IN-SERVICE AND	
19		VISITATION DAYS .....	38
20	A.	Educational and Professional Meetings .....	38
21	B.	Conferences Related to Civic Participation .....	39
22	C.	Professional Organization Meetings .....	39
23	D.	Visitation Days.....	39
24			
25	XVII.	DEPARTMENT CHAIRPERSONS.....	40
26	XVIII.	SCHOOL CALENDAR.....	40
27		SCHOOL CALENDAR 2009-10.....	42
28		SCHOOL CALENDAR, 2010-11.....	43
29		SCHOOL CALENDAR, 2011-12.....	44
30		SCHOOL CALENDAR, 2012-13.....	45
31	XIX.	TEACHING LOAD.....	46
32	XX.	OPEN HOUSE/PARENT TEACHER CONFERENCE DAYS.....	48
33	XXI.	PERSONNEL FILES .....	49
34	XXII.	SCHOOL MAIL SERVICE AND FACILITIES .....	49
35	XXIII.	SUBSTITUTE TEACHERS .....	49
36	XXIV.	MISCELLANEOUS ARTICLES .....	50
37	XXV.	WORKERS' COMPENSATION.....	51
38	XXVI.	HEALTH BENEFITS .....	51
39	XXVII.	GROUP TERM LIFE INSURANCE.....	55
40	XXVIII.	LONG TERM DISABILITY .....	55
41	XXIX.	HFCC TUITION WAIVER.....	56
42	XXX.	TRANSPORTATION ALLOWANCE.....	56
43	XXXI.	LONGEVITY.....	56
44	XXXII.	EXTRA-INSTRUCTIONAL SERVICE PAY.....	56
45	A.	Summer School.....	56
46	B.	Adult Education (credit courses).....	56
47	C.	Adult Education (non-credit courses) .....	57
48	D.	Workshops .....	57
49	E.	Bilingual/Compensatory Education Enrichment Programs .....	57
50	XXXIII.	RELEASED TIME SERVICES.....	57

1	XXXIV.	EXTRA-PAY SCHEDULE ACTIVITIES .....	58
2	XXXV.	COMPENSATION .....	61
3	XXXVI.	P-12 SALARY SCHEDULE .....	63
4		A. P-12 Salary Schedule .....	63
5		B. Credit for Previous Experience .....	66
6	XXXVII.	WAIVER CLAUSE .....	66
7	XXXVIII.	CONFORMITY TO LAW CLAUSE .....	66
8	XXXIX.	MATTERS CONTRARY TO AGREEMENT .....	67
9	XL.	SHARED TEACHING ASSIGNMENTS .....	67
10	XLI.	SICK BANK .....	69
11	XLII.	DURATION OF CONTRACT .....	71
12	XLIII.	IMPLEMENTATION MEETINGS .....	72
13			
14		LETTER OF UNDERSTANDING #1, Beginning and Ending Times.....	74
15		LETTER OF UNDERSTANDING #2, Flexible Schedules .....	75
16		LETTER OF UNDERSTANDING #3, No Child Left Behind.....	76
17		LETTER OF UNDERSTANDING #4, Half-Time Teachers .....	79
18		LETTER OF UNDERSTANDING #5, Absence Verification Procedure .....	80

1                                   AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION  
2                                   AND THE DEARBORN FEDERATION OF TEACHERS  
3                                   (LOCAL NO. 681, A.F.T.)  
4                                   2009-2013  
5

6 This agreement is made by and between the Board of Education of the School District of the City of  
7 Dearborn (hereinafter called the "Board"), and the Dearborn Federation of Teachers, Local 681,  
8 (hereinafter referred to as the "Union"). The Dearborn Federation of Teachers is an affiliate of the  
9 AFT Michigan and the American Federation of Teachers.

10  
11 ARTICLE I - RECOGNITION  
12

13 A. The Board recognizes the Union as the exclusive bargaining representative for all personnel in  
14 the bargaining unit described as follows:

- 15  
16 1. For the purposes of this agreement, the phrase "union member" refers to a member of  
17 the bargaining unit.
- 18  
19 2. All full-time and part-time probationary and tenure contract teachers, nurses, and all  
20 educational workers on the teachers' salary schedule, all of whom are hereinafter  
21 referred to as "union member" or "union members," excluding the following:  
22 Superintendent, Directors, Coordinators and any other persons bearing the title of  
23 Assistants of any of the above, all Principals and Assistant Principals.
- 24  
25 3. A union member who is appointed by the Superintendent to a temporary administrative  
26 position (including administrative internships, not to exceed four (4) in number at any  
27 one time and a training period not to exceed one school year per intern) will also be  
28 excluded during the time such temporary appointment is in effect. The Union will be  
29 notified promptly of any such temporary administrative appointment.
- 30  
31 4. Any other employee in a full-time administrative position and on a salary schedule  
32 other than that for teachers and nurses is also excluded from the bargaining unit.
- 33  
34 5. This agreement applies only to employees in the bargaining unit.

35  
36 B. The Board and the Union agree to follow all federal and State of Michigan laws with respect  
37 to education, individuals with disabilities and employment including but not limited to  
38 F.M.L.A. P.E.R.A. and all E.E.O.C. laws.

39  
40 C. The Union and the Board recognize the existence of the principles of affirmative action;  
41 however, the Union and/or the Board reserve the right to challenge any proposed state or  
42 federal Affirmative Action program which in their opinion violates the applicable legislation,  
43 the collective bargaining agreement, and/or valid practices and policies of the Union or the  
44 Board.

45  
46 D. The Board shall make available to the Union upon its request such statistics and  
47 financial information, related to the Dearborn Schools and in the possession of the  
48 Board but not readily available to the Union from other sources, as are necessary for  
49 negotiation of collective bargaining agreements. It is understood that this shall not be  
50 construed to require the Board to compile information and statistics not already

1 available, but the Union shall have the right to examine such records and files as may  
2 be necessary to provide the necessary information. However, whenever examination of  
3 records and files is required to compile information and statistics as requested by the Union,  
4 such examination shall be accomplished by a work force consisting of an equal number of  
5 Board and Union representatives. Such examination shall be accomplished at a reasonable  
6 time upon reasonable notice.

- 7
- 8 E. Present procedures and practices which affect union members but which are not covered in  
9 this agreement will not be changed unless the Union or the affected union members are  
10 consulted. Consultation requires that, before a decision is reached, a discussion take place, at  
11 which time the problem is explained and input of a substantive nature is invited. However,  
12 the employer is not barred from previous consideration of alternative solutions or from  
13 placing relative values upon them. In addition, the Union or the affected union member(s)  
14 will be entitled to raise other possible solutions and/or ask critical questions that might not  
15 have been previously considered. Only after such a mutual review of the problem should a  
16 definitive decision be made. For purposes of clarification and/or future reference, and upon  
17 request of the Union, the appropriate administrator will provide the Union and the Director of  
18 Human Resources' Office with a statement of the practice or procedure involved, the change  
19 that is instituted, and a statement of the reasons for the change.

20

21 ARTICLE II - BOARD OF EDUCATION RIGHTS

22

- 23 A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and  
24 reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities  
25 conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and  
26 of the United States.
- 27
- 28 B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and  
29 the adoption of such rules, regulations and policies as it may deem necessary shall be limited  
30 only by the specific and express terms of this Agreement.
- 31
- 32 C. Such rights shall include by way of illustration and not by way of limitation the Board's right  
33 to: the Executive and Administrative management of the school system, its employees, its  
34 properties and its facilities; the hiring of all union members and to determine the  
35 qualifications and conditions of their continued employment, including the right to evaluate,  
36 demote, dismiss, transfer, or layoff union members, limited only by the laws of the State of  
37 Michigan and the specific provisions of this Agreement; establish grade levels, marking  
38 systems, hours, courses in instruction, and special programs of a curricular and extracurricular  
39 nature, all as deemed necessary or advisable by the Board; implement means and methods of  
40 instruction; determine class schedules, teacher duties, assignments and professional  
41 responsibilities; adopt, revise and enforce personnel policies and operational procedures so  
42 long as such policies and procedures do not conflict with the specific provisions of this  
43 Agreement. All matters contained in this Agreement and/or exercise of any such rights of the  
44 Board are not subject to further negotiations between the parties during the term of this  
45 Agreement.
- 46

47 ARTICLE III - AGENCY SHOP

48

- 49 A. As a condition of employment, each member of the Bargaining Unit, beginning with the first  
50 complete month following a date thirty calendar days after employment in the Bargaining

1 Unit, and monthly thereafter during September through June of each year during the life of  
2 this Agreement, shall tender to the Union either periodic and uniformly required Union dues,  
3 or in the alternative, a service charge in an amount equivalent to the periodic and uniformly  
4 required Union dues.  
5

6 B. The effective date for termination of employment of any employee who fails to comply with  
7 this Article III shall be the end of the school year in which the employee's failure to comply  
8 with this Article III occurs.  
9

10 C. No employee shall be terminated under this Article III unless:  
11

12 1. The Union first has notified the employee by letter, explaining that he or she is  
13 delinquent in not tendering either periodic and uniformly required Union dues or the  
14 service charge in an amount equivalent to the periodic and uniformly required Union  
15 dues, and specifying the current amount of such delinquency, and warning him or her  
16 that unless such dues or service charge or a properly executed authorization are  
17 tendered within thirty calendar days of such notice, he or she will be reported to the  
18 Board for termination as provided in this Article III, and  
19

20 2. The Union has furnished the Board with a copy of the letter sent to the employee and  
21 notice that he or she has not complied with the Union's request. When requesting the  
22 Board to terminate the employee, the Union shall further specify the following by  
23 written notice:  
24

25 The Union certifies that  
26

27 \_\_\_\_\_  
28 (Name)  
29

30 has failed to tender either the periodic and uniformly required Union dues or service  
31 charge required as a condition of continued employment under the collective  
32 bargaining agreement and demands that, under the terms of the agreement, the Board  
33 shall terminate this employee."  
34

35 D. The Board agrees that, within five days of the receipt of the notice provided in the last  
36 preceding paragraph, it shall notify the employee that his or her services shall be terminated at  
37 the end of the current school year, and the Board further agrees that, at the next meeting of the  
38 Board after receipt of the said notice, the Board shall, at its option, either adopt a resolution  
39 terminating the employment of the employee effective at the end of the current school year, or  
40 adopt a resolution initiating Tenure Act proceedings directed toward termination of the  
41 employment of the employee effective at the end of the current school year. The Board  
42 further agrees that after it has received the said notice it will not accept a check-off  
43 authorization from such employee without the consent of the Union.  
44

45 E. If any suit or proceeding of any kind shall be brought against the Board at any time before any  
46 tribunal in which a teacher or teachers, or any person or organization on his or her behalf,  
47 contests a discharge or discharges under the provision of this Article III, the Union agrees to  
48 reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of  
49 suit incurred by the Board in defending itself in such suit or proceeding, and also for any and  
50 all back pay or other damages for which the Board may be adjudged liable in such suit or

1 proceeding. The Union further agrees that if it shall fail to reimburse the Board promptly  
2 upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in  
3 addition to any other legal remedies, to apply against such indebtedness of the Union to the  
4 Board, until paid in full, all membership dues and service charges collected by the Board on  
5 behalf of the Union pursuant to the provisions of Article IV of this Agreement. The foregoing  
6 shall also apply to any reasonable legal fees and expenses incurred by the Board, and any back  
7 pay liability or other damages imposed upon the Board, in any Teachers' Tenure Act  
8 proceeding which may be initiated by the Board in order to implement the provisions of this  
9 Article III.

10  
11 ARTICLE IV - DUES OR SERVICE CHARGE CHECKOFF  
12

- 13 A. During the life of this Agreement, the Board will deduct one month's current uniform and  
14 periodic Union dues or service charge from the pay of each Bargaining Unit employee who  
15 voluntarily executes and delivers to the Board appropriate authorization forms as provided by  
16 the Union.  
17
- 18 B. The Union will certify the membership dues or service charge and submit same to the Payroll  
19 Department for the months of September through June.  
20
- 21 C. Payroll deductions shall be made only from the pay due union member on the last payday of  
22 each calendar month; provided, however, the initial deduction for any employee shall not  
23 begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union  
24 Dues" or "Voluntary Authorization for Deduction of Service Charge" and (2) the certification  
25 of the Union's financial officer as to the amount of the monthly Union dues or service charge  
26 has been delivered to the Board at least fifteen (15) calendar days prior to the last payday of  
27 the calendar month.  
28
- 29 Changes in the amount of the monthly Union dues or service charge also must be delivered to  
30 the Board at least fifteen (15) calendar days prior to the last payday of the calendar month on  
31 which the change is to become effective.  
32
- 33 D. A union member may revoke the "Voluntary Authorization" for deduction of Union dues or  
34 service charge at any time by written notification to the Board on a form provided by the  
35 Board, provided notice of such revocation is given to the Union. Payroll deductions shall  
36 terminate when a revocation has been delivered to the Board at least thirty (30) calendar days  
37 prior to the last payday of the calendar month.  
38
- 39 E. All sums deducted by the Board shall be remitted to the financial officer of the Union once  
40 each month by the twentieth calendar day of the month in which the deductions were made,  
41 together with a list of names and the amount deducted for each employee for whom a  
42 deduction was made.  
43
- 44 F. The Board shall not be liable to the Union by reason of this Article IV for the remittance or  
45 payment of any sum other than that constituting actual deductions made from the pay earned  
46 by the employee. In addition, the Union shall indemnify and save the Board harmless from  
47 any liability resulting from any and all claims, demands, suits or any other action arising from  
48 compliance with this Article IV, or in reliance on any list, notice, certification or authorization  
49 furnished under this Article IV.  
50



- 1 G. The Board agrees that it will not, during the life of this Agreement, deduct dues or service  
2 charges from union member for any organization other than the Union.  
3

4 ARTICLE V - APPOINTMENT OF NEW TEACHERS  
5

- 6 A. All teachers shall be properly certificated, licensed or approved as required by law and shall  
7 be subject to the state Teacher Tenure Act. The parties agree that it is educationally desirable  
8 for all newly hired teachers to have the minimum of a BA Degree.  
9
- 10 B. Information regarding certification, majors and minors, endorsements, and licensing of newly  
11 appointed teachers shall be sent to the Union office within a reasonable period of time.  
12

13 ARTICLE VI - COMMITTEES  
14

- 15 A. All systemwide committees in the Dearborn School System will be authorized by the  
16 Superintendent of Schools.  
17
- 18 B. Curriculum development is the responsibility of all teachers and all administrators working  
19 together. Therefore, all systemwide curriculum committees will have combined membership  
20 of union member and administrators. Systemwide committee appointments, coordination of  
21 curriculum committee activities, and the implementation of curriculum committee  
22 recommendations will be the responsibility of the appropriate administrator. The  
23 Administration's decision regarding such recommendations shall be made known to the  
24 appropriate committee chairperson. Should any of the recommendations not be approved, the  
25 Administration shall state the reason(s), in writing, which justify the rejection.  
26
- 27 C. The Board shall attempt to provide the Union by the fourth Monday of each semester, with a  
28 list of all systemwide committees operative in the school system. Upon request, the President  
29 of the Union or his or her designee will be provided with the opportunity to discuss with the  
30 appropriate administrator the composition and functions of the committee in order to assure  
31 that such committees do not intrude upon the prerogatives of the Union as recognized by law.  
32
- 33 D. Written requests for occasional released time for a systemwide committee chairperson may be  
34 addressed to the appropriate Director for Instructional Services and may be granted in cases  
35 where the Director, in his or/her discretion, considers the released time necessary.  
36
- 37 E. Committees dealing with wages, hours and working conditions shall be composed of the same  
38 number of representatives from the Administration and the Union. Union representatives will  
39 be appointed only after consultation with the Union, and thereafter the Union shall be notified  
40 of all such appointments.  
41
- 42 F. Both the Union and the Board agree that committees play an important role in the function of  
43 an individual school. It is agreed that committee participation is essential and union members  
44 will be encouraged to participate on committees to ensure that the needs of the schools are  
45 met. Each union member is expected to serve on at least two committees in any given year.  
46 Assignments will be mutually determined by the union member and the administrator in  
47 charge. Beyond two assigned committees, union member service on any other committee is  
48 voluntary.  
49  
50

1 G. The Director of Division of District Operations shall schedule meetings of an advisory safety  
2 committee at least four times per year to discuss employee safety hazards and safety practices  
3 in the District. The Union shall have a representative on this committee. The Administration  
4 and the Union shall continue to cooperate in implementing and maintaining all health and  
5 safety rules and practices.  
6

7 H. The Vocational Classroom Conditions Committee shall be comprised of no fewer than two (2)  
8 vocational teachers and two (2) representatives from the Administration. The committee shall  
9 convene at the call of the administrative chairperson and shall meet no fewer than two (2)  
10 times a year. The committee recommendations shall be made to the appropriate Director for  
11 Instructional Services.  
12

### 13 ARTICLE VII - PROFESSIONAL RESPONSIBILITIES OF UNION MEMBERS 14

15 The "Union Member's Day" shall include acceptance of responsibility for supervision of the arrival  
16 and departure of students, attendance at scheduled faculty committee meetings, preparation for the  
17 performance of professional classroom responsibilities, including teaching the state and district  
18 curricula, availability for student and parent conferences at times mutually agreeable to the parties  
19 concerned, and attendance at an annual school Open House, based upon past practice, or Kindergarten  
20 Roundups where applicable. Union members shall continue the tradition of voluntary participation in  
21 parent-teacher activities. It is also understood that other school-related activities require union  
22 member attendance, including for illustration but not limited to, attendance at any school athletic  
23 contests, school dances and plays, provided that such activities are reasonably related to the legitimate  
24 function of the educational institution and provided that a reasonable number of such assignments are  
25 equitably distributed among the union members in a given building and that the preference of union  
26 members involved will be observed whenever possible.  
27

28 Such union member attendance recognizes the educational value of the activity and/or program and is  
29 solely professional in nature. Professional in this context means that the union member shall  
30 evidence the same concern for students as is evidenced in the regular classroom experience with the  
31 same degree of administrative support for the union member's conduct as would reasonably apply in  
32 the union member's regular classroom experience.  
33

34 The Board and the Union recognize that a teaching assignment involves classroom instruction time,  
35 planning and conference time, general supervision of students time, lunch time and travel time for  
36 those with an assignment in more than one building in one day.  
37

38 The Board and the Union further recognize that union members take their responsibility to students  
39 very seriously and, thus, arrive well before students arrive and leave well after students depart. Union  
40 members fully satisfy their professional and contractual duty (under Article VII paragraph 1 above) to  
41 supervise "the arrival and departure of students," and use their time to meet with students and parents  
42 on a reasonable basis.  
43

44 To further clarify and establish minimum guidelines to describe the school day, the Board and the  
45 Union agree that union members will normally and routinely be available ten (10) minutes before  
46 classes begin and ten (10) minutes after classes end. If there is to be any departure from the foregoing  
47 norm, such changes will be arranged and scheduled with the building principal in various  
48 combinations (fifteen (15) minutes before/five (5) minutes after), but in no event for less than five (5)  
49 minutes before and five (5) minutes after the school day defined above. When extenuating  
50 circumstances exist, i.e. coaching assignments, graduate class, the union member may have the option

1 of leaving immediately after students have been dismissed. However, their day would begin ten (10)  
2 minutes before the arrival of students.

3  
4 The Board and the Union recognize that ongoing professional development is a requisite to providing  
5 optimal student learning. A Professional Development Committee will consult and assist with  
6 planning, and union members will attend professional development to attain the skills and  
7 information necessary to aid students in meeting benchmarks and expectations set forth by the state  
8 and district.

9  
10 During a scheduled District Wide Professional Development activity no classes will meet.

11  
12 Professional Development days will be scheduled within the school day. The district will provide  
13 additional professional development that may not be bound by the school day.

14  
15 Faculty and/or departmental meetings will typically begin ten minutes after the conclusion of the  
16 school day. Union members assigned to district wide departments will attend monthly staff meetings  
17 as called by the appropriate administrator. District wide departmental meetings may be scheduled on  
18 the first Monday of the month or on another day as mutually agreed upon by the staff involved. The  
19 months in which the first Monday is not a scheduled school day, another day, with prior union  
20 consultation, may be chosen by the systemwide administrator for a departmental meeting. These  
21 meetings will last no longer than one hour. It is agreed upon by all parties that system-wide  
22 departmental meetings, when called, take precedence over building meetings.

23  
24 A. Elementary Teachers

- 25  
26 1. Elementary teachers shall be scheduled for a minimum of 240 minutes planning time  
27 per week.  
28  
29 2. It is the intent of the Board of Education to continue with the current practice of  
30 providing special area classes for elementary students.

31  
32 At the later elementary level (grades 4-5), special area classes are currently provided as  
33 follows: two art periods of forty-five (45) minutes each per week, two music periods  
34 of thirty (30) minutes each per week and two physical education periods of forty-five  
35 (45) minutes each per week.

36  
37 At the early elementary level (grades 1-2-3), special area classes are currently provided  
38 as follows: one art period of forty-five (45) minutes per week, two music periods of  
39 thirty (30) minutes each per week, one physical education period of thirty (30) minutes  
40 per week and one media period of twenty-five (25) minutes per week. An additional  
41 eighty (80) minutes per week will be provided in a manner to be determined.

42  
43 Kindergarten students are currently provided one art period of forty-five (45) minutes  
44 and; two music periods and two physical education periods of thirty (30) minutes each  
45 per week, utilizing special area teachers assigned to a given building according to  
46 previously established staffing ratios. An additional seventy-five (75) minutes per  
47 week will be provided in a manner to be determined. The Administration will review  
48 the situation with the Union before a decision is made to alter current practice.

49  
50 In elementary grades where music, art, and physical education are assigned, the teacher

1 shall be relieved of duty while such classes are in session for the purpose of using this  
2 time as preparation and/or consultation time. However, the past practice shall be  
3 continued wherein the classroom teacher and the special area teacher plan together the  
4 activities and learning experiences of their students. However, it shall be the  
5 responsibility of the classroom teacher to supervise the students on their way to and  
6 from special classes.

7  
8 3. The administrators responsible for the scheduling of special area time shall make every  
9 reasonable effort to attempt consistency of preparation time for the teachers involved  
10 and shall attempt the equitable distribution of special area teacher time throughout the  
11 week. This shall include transition time between classes that will not count towards  
12 the allotment of 240 minutes planning time per week.

13  
14 4. Time from morning dismissal until reconvening of afternoon sessions, less thirty (30)  
15 minutes duty-free lunch, will be considered planning time. Time needed beyond that  
16 provided at the noon hour to complete the 240 minutes planning time must be  
17 scheduled at the beginning or end of the day. The principal may, with the expressed  
18 concurrence of a substantial majority of the early elementary teachers involved, alter  
19 the scheduling of such preparation and/or consultation time, provided that such  
20 preparation and/or consultation time is, in the alteration process, neither fragmented  
21 nor reduced. Should the alteration process include the provision of additional special  
22 area teacher time, the total preparation and/or consultation time granted early  
23 elementary teachers shall not exceed that granted later elementary teachers.

24  
25 5. All elementary teachers will have a minimum of thirty (30) minutes per day for a duty-  
26 free lunch period, except in emergency situations as defined in Article VII. C. 2.  
27 Teachers having kindergarten assignments in two buildings may be required to travel  
28 during lunch or preparation time because of class schedules.

29  
30 6. Teachers assigned to more than one building during any school day shall be granted  
31 the same thirty (30) minute duty-free lunch period, exclusive of travel time, as that  
32 granted to other teachers.

33  
34 7. For each day that school is in session for a full day, each full-time elementary teacher  
35 of art, music, and physical education will be allowed no less than forty  
36 (40) minutes each day for consultation and/or preparation during the regular school  
37 day with a thirty (30) minute duty-free lunch period. An effort will be made to provide  
38 the forty (40) minutes consecutively.

39  
40 8. Certified and qualified teachers who are presently teaching at the elementary level and  
41 who were employed by the Board as of June 1, 1983, will be excluded from the  
42 requirements of the ZA endorsement resulting from School Board or Administration  
43 policies. This provision does not apply if the state or federal government require the  
44 change.

45  
46 9. Faculty meeting days will be reserved as follows:

- 47  
48 - the first, second and fourth Mondays of each month will be reserved for  
49 departmental and/or grade level/PLC meetings with an instructional or curriculum  
50 focus. The total combined time for these meetings will not exceed 180 minutes,

1 with meetings lasting no longer than one and one-half hours. This configuration will  
2 allow the parties the flexibility to schedule either 2 or 3 meetings in any given month  
3 in order to meet the needs of the building. Should the need arise, the time set aside  
4 for meetings can be used for other meetings with the building staff.  
5 - the third Monday of each month will be reserved for union building meetings;  
6 - the fifth Monday of the month will be reserved for staff meetings subject to the  
7 mutual agreement of the parties.  
8

9 Upon prior consultation with the appropriate union representative, it is understood that meetings may  
10 be scheduled for urgent reasons on days other than Monday, provided that the adjusted meeting  
11 schedule will not exceed the number of staff meetings above.  
12

### 13 B. Secondary Teachers

- 14
- 15 1. All teachers shall be assigned by the building administrator the equivalent of five class  
16 periods, a planning period, thirty (30) minute duty-free lunch period, and (unless  
17 excluded under other provisions of this contract) homeroom or other related duties  
18 necessary for proper supervision of the building. Exceptions to class scheduling may  
19 be made in buildings where experimental programs are implemented with the  
20 agreement that such scheduling shall not exceed the equivalent of twenty-five (25)  
21 class periods per week.  
22

23 In the case of Middle School, teachers shall be assigned by the building administrator  
24 the equivalent of five (5) class periods, a planning period and an interdisciplinary team  
25 planning period, thirty (30) minute duty-free lunch period, and (unless excluded under  
26 other provisions of this contract) homeroom or other related duties necessary for  
27 proper supervision of the building.  
28

- 29 2. Every effort will be made by the building administrator to avoid the assignment of  
30 more than three (3) consecutive class periods. If such assignments are necessary,  
31 reasonable effort shall be made to notify the teacher of the reason(s) for such  
32 assignment.  
33
- 34 3. In order to provide appropriate programming for students an extended day may be  
35 necessary. This may take the form of adding one additional period either prior to  
36 and/or following the regular six period day, for a total not to exceed an eight period  
37 day. No teacher will be required to work more than six consecutive periods. (The  
38 equivalent of five class periods and one preparation period.)  
39

40 Assignments for these extended day classes would be announced to staff and insofar as  
41 possible be assigned on a voluntary basis. Assignments shall be rotated if possible. If  
42 no staff member volunteers, the least senior teacher who is certified and qualified shall  
43 receive the assignment. No teacher shall be scheduled to work, on an involuntary  
44 basis, an extended hour either prior to or following the regular school day, for two  
45 consecutive semesters. Teachers teaching an extended day will be granted an early  
46 dismissal or late arrival, with the exception that, consistent with current practice, it is  
47 the intent of the parties to this agreement that teachers teaching extended hours will  
48 attend scheduled teacher meetings unless excused by the Administration for valid  
49 reasons.  
50

- 1 4. Mondays, except for the fifth (5<sup>th</sup>) Monday, will be reserved for departmental and/or  
2 PLC meetings with an instructional or curriculum focus. These meetings will last no  
3 longer than one hour. Should the need arise, the time set aside for meetings can be  
4 used for other meetings with the building staff. The fifth Monday of the month will be  
5 reserved for staff meetings subject to the mutual agreement of the parties.  
6

7 Upon prior consultation with the appropriate union representative, it is understood that meetings may  
8 be scheduled for urgent reasons on days other than Monday, provided that the adjusted meeting  
9 schedule will not exceed the number of staff meetings above.  
10

11 C. All Union Members  
12

- 13 1. The grading and/or evaluation of students is primarily the responsibility of the  
14 classroom teacher. The Administration shall be responsible for reasonable support of  
15 grading and/or evaluation practices of the teachers under their jurisdiction. Following  
16 consultation with the teacher, the determination of credit or non-credit shall be the  
17 responsibility of the Administration.  
18
- 19 2. All union members will have a duty-free lunch period. It is recognized that emergency  
20 situations may occasionally arise affecting the health and welfare of students when it  
21 might be necessary to ask union member assistance with the understanding that the  
22 lunch period will not be interrupted for assistance in those situations ordinarily the  
23 responsibility of building administrator or non-instructional personnel if such  
24 personnel are available.  
25
- 26 3. During a teacher's preparation time, arrangement may be made with the appropriate  
27 building administrator should it be necessary for the teacher to leave the premises.  
28
- 29 4. Union members assigned to more than one building shall attend regularly scheduled  
30 faculty meetings, in any of the buildings to which they are assigned, upon notification  
31 by the appropriate building administrator that their area(s) of responsibility is to be  
32 discussed, recognizing that their school of primary assignment (home base) is to take  
33 precedence in the event of conflict.  
34
- 35 5. Prior to decisions as to placement, the departmental systemwide administrator shall  
36 sent notices out by April 1<sup>st</sup> to those union members in said department requesting  
37 their assignment preference for the following school year. Decisions as to placement  
38 shall take into consideration a union member's current assignment, the union  
39 member's written stated preference and systemwide seniority.  
40
- 41 6. All disciplinary practices shall be in conformity with applicable provisions of any  
42 established and/or published policies or procedures dealing with student conduct.  
43  
44 Union members will receive administrative support in their reasonable application of  
45 approved measures.  
46
- 47 7. A teacher currently employed in a subject assignment may continue in said assignment  
48 even though new requirements for that assignment have been established, provided  
49 such person remains in that assignment or unless prohibited by State or Federal law.  
50 Upon such teacher's transfer, declaration of surplus, leave, layoff, or other change in

1 present assignment which causes movement to another building, the teacher shall be  
2 scheduled into subject areas for which the teacher is certified and qualified.

3  
4 The only exception would be for the closing of building. Teachers who cannot be  
5 scheduled into their majors or minors would be assigned in areas they are presently  
6 teaching and will have three (3) years to meet the requirements of the position. Failure  
7 to meet these requirements will result in the teacher being surplusd at the end of the  
8 three (3) year period.  
9

10 D. Coaching and Physical Education Requirements  
11

- 12 1. All persons assigned physical education teaching and/or coaching responsibilities must  
13 have either a college credit course or an inservice course in the care and prevention of  
14 athletic injuries.  
15
- 16 2. All swimming instructors must have and maintain Water Safety Instructor's and  
17 Advanced Lifesaving Certificates. One scheduled opportunity for professional  
18 development will be provided to all swimming instructors to renew their Water Safety  
19 Instructors and Advanced Lifesaving certificates each year. It will be the  
20 responsibility of the teacher to attend the district provided professional development or  
21 obtain the required professional development at their own expense.  
22
- 23 3. All physical education teachers and/or coaches must have a valid CPR (Cardio-  
24 Pulmonary Resuscitation) certificate. One scheduled opportunity for professional  
25 development time will be provided to all physical education teachers to renew their  
26 CPR certificate each year. It will be the responsibility of the teacher to attend the  
27 district provided professional development or obtain the required professional  
28 development at their own expense.  
29

30 E. Protocol for Handicapped/Medically Fragile Students  
31

- 32 1. No non-tenured teacher will be required to assist or supervise a diabetic/insulin  
33 dependent student. This assistance/supervision includes the calculation of  
34 carbohydrates to determine insulin dosage, injections, or insulin pump procedures.  
35

36 ARTICLE VIII - SENIORITY  
37

- 38 A. A seniority date is a February 1 or September 1 date which, subtracted from the current date,  
39 will give the number of years of contractual service as a union member in the P-12 Program of  
40 the Dearborn School System.  
41

42 The service period of union members in other districts, who may, as a result of annexation,  
43 become a part of the Dearborn Public School System, shall be recognized as creditable  
44 seniority in all aspects of the contract involving seniority.  
45

- 46 B. In the event of a conflict, within the first 30 calendar days of the beginning of the school year  
47 or the start of a new semester, in a given school regarding the assignment of any facility or any  
48 teaching position, P-12 seniority shall be the determining factor unless, in the Administration's  
49 opinion, specific educational needs supersede such considerations. There shall be three  
50 exclusions to the above:

- 1
- 2 1. Teaching positions dealing with declaration of surplus on or after May 10.
- 3
- 4 2. Special education and departmental assignments.
- 5
- 6 3. Specific class assignments at the secondary level.
- 7

8 If the Administration's decision is based on specific educational need(s) rather than the  
9 seniority factor, the Administration shall, upon request, state in writing its reason(s) for the  
10 decision to the senior teacher(s) directly involved.

- 11
- 12 C. Annually, the Human Resources Department will prepare for the Union a seniority list of all  
13 union members. In addition, a list for each building, containing names, seniority dates and the  
14 last four digits of social security numbers in that building, will be sent to the Union Office on  
15 or about November 1 of each school year.

16

17 Time involved outside the bargaining unit, in personal leave or time in excess of five (5) years  
18 on Civic Leave, shall not be counted as creditable service for seniority purposes; and the  
19 position of any such union member on the list will be adjusted accordingly. The Union shall  
20 be notified within a reasonable period of time of any changes in certification, endorsement,  
21 licensing, or approval by Federal or State law of any member of the bargaining unit.

22

23 A union member whose service is involuntarily terminated (laid off) will, upon  
24 reappointment, be credited with years of service accumulated prior to the date of termination.  
25 For the purposes of layoff and recall only, all union members who are on layoff shall accrue  
26 seniority beginning July 1, 1983, up to the total number of years of active service in the  
27 district or for a period of four (4) years whichever should occur first.

28

29 Union members who resign and are subsequently reappointed will not receive seniority credit  
30 for previous years of service.

- 31
- 32 D. Time involved in all professional leave will be counted as creditable service for the purpose of  
33 seniority.

- 34
- 35 E. Periods of creditable service of less than one year shall be calculated to the nearest whole  
36 semester and the seniority date will be adjusted accordingly. Union members hired before  
37 April 15th of the spring semester or before November 15th of the fall semester receive the full  
38 semester's credit for seniority purposes. A union member who serves in a temporary  
39 administrative capacity for more than ten (10) weeks in any twenty (20) week period during  
40 the school year will lose seniority for the semester in which the greater portion of time was  
41 spent in a temporary administrative capacity. Consistent with past practice, the position left  
42 open due to reassignment to temporary administrative capacity may be filled with a substitute  
43 teacher.

- 44
- 45 F. When ranking union members in seniority order, if two (2) or more union members have the  
46 same seniority date, they shall be ranked by the last four (4) digits of their respective social  
47 security numbers, the one with the higher number being given higher seniority rank.
- 48
- 49
- 50
- 51



1 For example:

	<u>Seniority Date</u>	<u>Social Security Number</u>
4 Union Member No. 1	9-1-98	XXX-XX-6500
5 Union Member No. 2	9-1-98	XXX-XX-5999
6 Union Member No. 3	2-1-99	XXX-XX-9999
7 Union Member No. 4	2-1-99	XXX-XX-9234
8 Union Member No. 5	2-1-99	XXX-XX-7233

10  
11 G. Procedures for Placement of Displaced Teachers as the Result of Closed Schools.

12  
13 1. General Principals

- 14  
15 a. Assignment procedures would recognize seniority and qualifications.
- 16  
17 b. Positions created at a receiving school(s) as a result of the influx of students  
18 from a school being closed will be open only to teachers from the closed school  
19 that is sending the students.
- 20  
21 c. Receiving school(s) will declare surplus based upon projected enrollment prior  
22 to combining of staffs.
- 23  
24 d. Departmental staff such as, but not limited to, music, special education  
25 teachers and media specialists would be assigned through the Division of  
26 Instructional Services recognizing seniority and qualifications.

27 2. Procedures

- 28  
29 a. The Administration will determine the distribution of students to receiving  
30 school or schools.
- 31  
32 b. The Administration will determine the number of teaching positions at the  
33 receiving school(s) by applying the appropriate staffing formula to the non-  
34 consolidated and consolidated enrollment of the receiving school(s). The  
35 number of positions available to staff from the sending school(s) will be  
36 determined by subtracting the number of authorized non-consolidated staff  
37 from the number of authorized consolidated staff.
- 38  
39 c. Principals will survey students' elective choices at both sending and receiving  
40 school(s) as soon as possible following Board approval of the closing(s).  
41 Principal(s) of receiving school(s) will then determine the numbers of class  
42 sections in specific subject areas, which will be based upon the student  
43 surveys.
- 44  
45 d. Meetings will be held at the receiving school(s) which will include the staffs of  
46 the sending and receiving schools and representatives of the Department of  
47 Human Resources and the Union. Discussion of principles and procedures of  
48 consolidation will take place. Forms will be provided to all teachers from  
49 sending schools on which they shall express preferences. Data including the  
50 projected number of sections to be taught in each department will be provided.

1 e. Receiving school principal(s) will then determine staff, declare surplus (if  
2 necessary), and list vacancies if all positions are not filled. Decisions as to  
3 placement will take into consideration a teacher's current teaching assignment,  
4 stated preference, qualifications and system-wide seniority.  
5

6 f. The consolidated staff(s) will meet by departments for the purpose of  
7 determining teaching preferences based upon the number of sections available.  
8 Each department will present written recommendation to the principal which  
9 includes the preference of the individuals in the department and coverage of all  
10 sections to be taught. The principal will give great weight to these  
11 recommendations prior to and during the preparation of the schedule.  
12

13 H. Although it is acknowledged that the Board bears the responsibility to determine when, where,  
14 and which schools are subject to consolidation or grade level realignment, procedures for  
15 assignment of teachers as a consequence of any such action are a matter of mutual concern to  
16 both the Union and the Board.  
17

18 Should any change in grade level assignment be initiated during the period of this contract, a  
19 joint committee composed of an equal number of representatives of the Union and the  
20 Administration shall be created and activated for the purpose of drafting such procedures on a  
21 basis which is equitable to teachers and in the best interests of the students affected.  
22

23 ARTICLE IX - TRANSFER, SURPLUS AND LAYOFF (P-12)  
24

25 A. New Position  
26

27 1. It is agreed that all postings for district positions pursuant to the DFT collective  
28 bargaining agreement will be accomplished through the use of the district e-mail  
29 system and visibly posted near the sign-in sheet for a period of five (5) days.  
30 Accordingly, posting responses made by the DFT members will be accepted via e-mail  
31 at the e-mail address as indicated on each separate posting.  
32

33 2. Newly created positions will be announced and posted in each school prior to the  
34 selection of staff. Five (5) school days shall be allowed for applications from present  
35 staff members.  
36

37 3. When new teaching positions are established because of special grants from the  
38 Federal or State government, or from a foundation, teachers in the bargaining unit will  
39 have the first opportunity to fill these teaching positions consistent with job  
40 descriptions established for these teaching positions by the Administration. A notice  
41 of such position shall be visibly posted near the sign-in sheet for a period of five (5)  
42 school days in each school building and department.  
43

44 B. Voluntary Transfer  
45

46 1. Primary Vacancies  
47

48 a. A primary vacancy is one caused by resignation, retirement, death, movement  
49 outside the Union, leave where there is no return to the specific teaching  
50 position, reassignment to a different job title within the Union or the addition

1 of teaching positions brought about by increased enrollment.

2  
3 The transfer procedure described in this section shall apply only to primary  
4 vacancies which become officially known between the start of the teacher work  
5 year and June 30. In the event of resignation or retirement, official notification  
6 is the date of receipt in the Human Resources Office of written notice from the  
7 teacher creating the vacancy. In the event of death, the date of official notice  
8 will be the date of occurrence.

9  
10 No transfer shall effectuate if it shall prevent the return of a teacher serving as  
11 a temporary administrator for a period of time not to extend beyond the current  
12 school year in which the temporary assignment is made.

- 13  
14 b. When a teacher is appointed to a temporary teaching position which extends  
15 beyond the beginning of the following school year in which the appointment is  
16 made, the vacated teaching position will be classified as a primary one, and the  
17 teacher appointed will not have the right to return to the specific position.
- 18  
19 c. Before a primary vacancy is open to transfer, such vacancy shall be made  
20 known to teachers within the building or systemwide department. A written  
21 bulletin shall be visibly posted near the sign-in sheet in the school office for a  
22 period of not less than three (3) work days prior to making a resultant decision  
23 related to that vacancy. These posting provisions may be shortened or  
24 eliminated if there are fewer than three (3) teacher workdays remaining in the  
25 school year.
- 26  
27 d. If a resultant realignment of teaching staff within the building or systemwide  
28 department can be effected to the mutual satisfaction of those being realigned  
29 and the Administration, the vacancy which remains shall be declared a primary  
30 vacancy open to transfer as defined in this policy, unless this resulting vacancy  
31 is necessary for the avoidance of declaration of surplus.
- 32  
33 e. If no such agreement can be reached, the vacancy shall become a primary  
34 vacancy open to transfer as defined in this policy.

35  
36 2. Primary Vacancies (Procedures)

- 37  
38 a. Except as outlined below, no union member shall be denied the right to apply  
39 for a transfer between the opening of school and April 1 provided the union  
40 member is qualified according to State Certification requirements.  
41 Probationary union members cannot request or apply for transfers until the  
42 Board officially approves their tenure. However, such probationary union  
43 members may be transferred involuntarily under Article IX. C. and E.
- 44  
45 b. Union members desiring transfers will file a single application form with the  
46 Department of Human Resources. A maximum of seven (7) schools or  
47 departmental assignments may be designated as choices on the transfer  
48 application unless, in the opinion of the Director of Human Resources, special  
49 circumstances warrant consideration beyond the maximum of seven (7).  
50 The Department of Human Resources will forward a list, in seniority order,

1 after April 1 to the principals of all schools, and/or the administrators  
2 responsible for all departments, to which transfer is requested.

3  
4 All copies of such applications will be destroyed and/or become invalid on the  
5 opening day of school of the year following submission.

6  
7 A union member having a continuing interest in transfer must submit a new  
8 application to keep the transfer request active for that school year.

- 9  
10 c. If there is only one union member applicant who meets requirements listed  
11 below, the union member applicant shall be granted an interview before the  
12 vacancy is filled.  
13 If there are two or more applicants, one of the two highest ranking in seniority  
14 who meets the requirements listed below will be transferred:

15  
16 (1) Appropriate certification and qualifications.

17  
18 (2) Specific endorsement to meet highly qualified requirements  
19 according to NCLB.

20  
21 The ability and willingness to accept extra pay assignments shall be  
22 preferential consideration.

- 23  
24 d. The union member must accept the transfer within forty-eight (48) hours after  
25 the offer has been made by the administration unless he or she has notified the  
26 Administration in writing of a desire to withdraw the request before the date on  
27 which the transfer is issued. The application of a union member who  
28 withdraws will not apply towards satisfying the requirements in Article IX B.  
29 2c (above).

- 30  
31 e. Transfer will be effective at a date determined by the Administration, but not  
32 later than September 1 following the occurrence of the vacancy.

33  
34 C. Involuntary Transfer

35  
36 1. Selection of Surplus Teachers

37  
38 When teaching staff reduction in a particular building and/or systemwide department  
39 is necessary, reasonable efforts for achieving voluntary transfers will be made. In the  
40 event there remains an excess of teachers in any school or systemwide department, the  
41 following sequence will be followed:

- 42  
43 a. The principal and/or the systemwide departmental administrator will first  
44 determine the essential course offerings needed to provide an adequate  
45 program. Such a determination process presupposes an opportunity for input  
46 from the building teaching staff including a general faculty meeting.

47  
48 A similar opportunity for input will be provided for all systemwide  
49 departmental teachers.

- 1 b. The principal and/or the systemwide departmental administrator will then  
2 review the qualifications and certification of the teachers in the building or  
3 systemwide department.  
4  
5 c. A possible realignment of teaching staff utilization will then be thoroughly  
6 explored. If possible, teachers with greatest seniority who possess the required  
7 qualifications and certification will remain in the building or systemwide  
8 department.  
9  
10 d. The principal or systemwide departmental administrator will then make a list  
11 of the teachers who are then to be declared surplus and will submit such list to  
12 the Department of Human Resources.  
13  
14 e. Upon request, the principal and/or systemwide departmental administrator will  
15 meet with a representative of the Union and the teacher(s) being declared  
16 surplus for the purpose of reviewing the available data upon which the decision  
17 was determined.  
18

19 2. Assignment of Surplus Teachers  
20

- 21 a. On or about May 10, or January 10, surplus teachers will be provided with a  
22 list of existing vacancies. Such teachers shall then have five (5) working days  
23 to notify the Department of Human Resources of their preferences for these  
24 vacancies.  
25 b. The requirements for filling vacancies must be met when the assignment of  
26 surplus teachers is considered. These are:  
27  
28 (1) Appropriate certification and qualifications.  
29  
30 (2) Specific endorsement to meet highly qualified requirements according to  
31 NCLB  
32  
33 c. Those expressing interest may be granted interviews before the vacancy is  
34 filled. If seniority is not followed in making the selection, any unsuccessful  
35 teacher applicant with more seniority than the teacher selected may, upon  
36 request, be given the reason(s) for the Administration's decision in writing.  
37  
38 d. By the last school day of each semester, the Department of Human Resources  
39 will make every effort to notify all surplus teachers of their placements.  
40

41 D. Qualifications  
42

43 Qualifications, in respect to the implementation of IX B 2c(1) and IX C 2b(1) shall be  
44 restricted to specific, objective, and measurable items that are demonstrably job-related in  
45 regard to any position.  
46

47 It is the responsibility of the Administration:  
48

- 49 (1) to establish the direct relationship between a qualification and a particular position;  
50

- 1 (2) to make known the established qualification to any union member seeking, or being  
2 considered for such a position;  
3  
4 (3) to assure uniform application of any qualification to all union member under such  
5 consideration.  
6

7 The Union or any individual union member involved may challenge the validity and/or the  
8 application of any qualification.  
9

10 It is recognized:

- 11  
12 (1) that qualifications do exist respecting Secondary (6-12) teaching of particular classes;  
13  
14 (2) that resource teachers are expected to demonstrate some years of relevant experience  
15 as a qualification;  
16  
17 (3) that qualifications may be imposed by the conditions of a state/federal grant or  
18 program.  
19

20 E. Bilingual Department Teacher

21  
22 The Board and the Union recognize that all Bilingual Department teachers shall obtain a  
23 bilingual or ESL endorsement.  
24

25 In the event that an appropriate certified teacher is not available for a bilingual department  
26 position either from reappointment from layoff, or from the pool of new hire candidates for a  
27 bilingual department assignment, an agreement between the union member and designee of  
28 Dearborn Public Schools shall be signed and filed with Human Resources in the teacher's  
29 personnel file. The agreement defines the following conditions of employment:  
30

- 31 1. The teacher will obtain a minimum of six (6) credit hours per year toward a bilingual  
32 or ESL endorsement prior to the start of the next consecutive work year from an  
33 accredited university.  
34  
35 2. The teacher must earn an ESL or bilingual endorsement from an accredited university  
36 based on the above schedule.  
37

38 These conditions will be reviewed annually to verify compliance prior to the start of any given  
39 work year. If the above conditions are not met and the teacher remains assigned in a bilingual  
40 department position, the teacher's employment with the Dearborn Public Schools will be  
41 terminated if they are probationary or surplus from the department if tenured.  
42

43 The continued employment of a teacher without an endorsement in a bilingual department  
44 position will not supersede other employment conditions set forth in this collective bargaining  
45 agreement.  
46  
47  
48  
49  
50

1 F. Other Involuntary Transfers

- 2
- 3 1. It is understood that the Superintendent has the right to reassign a union member for
- 4 valid and demonstrable reasons. Upon request, such reasons may be provided in
- 5 writing. In lieu of a written response, the Superintendent or the Superintendent's
- 6 designee shall meet with the union member to discuss the transfer.
- 7
- 8 2. A departmental systemwide administrator shall have the right to reassign
- 9 departmentalized staff at the beginning of a semester for valid and demonstrable
- 10 reasons. Upon request, such reasons will be provided in writing. In lieu of a written
- 11 response, the Superintendent or the Superintendent's designee shall meet with the
- 12 union member to discuss the transfer.
- 13

14 G. Layoff

- 15
- 16 1. Should substantial and/or unforeseen changes or other conditions make necessary a
- 17 general reduction in the number of union members employed by the Board, the Board
- 18 will retain those union members qualified and certified for existing positions having
- 19 the longest creditable service in the P-12 program. For purposes of this article, union
- 20 members on leaves of absence are to be considered as current union members.
- 21
- 22 Ties will be broken as per the provisions of VIII F.
- 23
- 24 2. Recall of tenure teachers is subject to the provisions of the Michigan Teacher Tenure
- 25 Act. Order of recall shall be based on P-12 seniority as defined in Article VIII B, C, D,
- 26 E and F of this Agreement.
- 27
- 28 3. When there are no tenure teachers available for recall when vacancies develop,
- 29 probationary teachers who are qualified and certified for the vacancy(ies) shall be
- 30 recalled, based on P-12 seniority as defined in Article VIII B, C, D, E and F of this
- 31 Agreement.
- 32

33 ARTICLE X - GRIEVANCE PROCEDURE

34

35 A. Definition of Grievance

36

37 A grievance is an alleged violation, misapplication or misinterpretation of this contract. Said

38 grievance shall be in writing specifying the provision(s) of the contract upon which the

39 grievant(s) is relying.

40

41 B. Statement of Basic Principles

- 42
- 43 1. Every union member or group of union members or the Union shall have the right to
- 44 present grievances in accordance with these procedures.
- 45
- 46 2. All discussions shall be kept confidential during procedural stages of the resolution of
- 47 a grievance.
- 48
- 49 3. A union member who participates in these grievance procedures shall not be subject to
- 50 discipline or reprisal because of such participation.

- 1 4. The failure of an administrator at any level to communicate a decision to the union  
2 member within the proper time limits shall permit the union member to proceed to the  
3 next stage within the time allowed had the decision been rendered on time.  
4
- 5 5. The failure of a union member to appeal a decision to the next higher stage within the  
6 proper time limits shall constitute acceptance of the last written decision and shall bar  
7 future action on that particular grievance, unless a written waiver of time has been  
8 granted.  
9
- 10 6. The Union has the right to have representative(s) present at all stages of any grievance.  
11
- 12 7. The denial of tenure, or action brought against a teacher under the Tenure Act shall not  
13 be considered as falling within the province of the grievance procedure.  
14
- 15 8. A union member, or group of union members, shall have the right to be present and/or  
16 to be represented, at the union member's(s') option. If the union member(s) elects to  
17 be represented, the union member's(s') representative shall be the Union.  
18
- 19 9. Any individual union member may present grievances to the employer and have the  
20 grievances adjusted without intervention of the Union only if the Union has been given  
21 the opportunity to be present at such an adjustment and if the adjustment is not  
22 inconsistent with the terms of the collective bargaining contract or agreement.  
23
- 24 In no event shall the decision on an individual grievance in which the Union was not  
25 an active participant be a binding precedent on the Union, nor shall such decision  
26 preclude the Union on its own behalf or on behalf of one of its members from  
27 processing a grievance on the same or similar issue, said grievance to be considered de  
28 novo.  
29
- 30 10. Should the matter remain unresolved, the grievance shall proceed pursuant to the  
31 procedure prescribed in the "Formal Stages" of this article.  
32
- 33 11. All formal grievances at all stages shall be submitted directly in writing to the Director  
34 of Human Resources. The Director of Human Resources will affix a time stamp  
35 promptly which will serve to activate the grievance officially. The Director of Human  
36 Resources will disseminate copies to all parties involved and will serve as a clearing  
37 house for all steps in the grievance process. The Director of Human Resources will  
38 discuss with the President of the Union or designee any inadequacies or deficiencies in  
39 the filing of the grievance.  
40

#### 41 C. Individual Grievance Procedures

##### 42 1. PRELIMINARY STAGE

43  
44  
45 In the interest of maintaining harmonious relations, the aggrieved union member will  
46 have an oral and unrecorded conference with the building principal upon discovery of  
47 the grievance and prior to initiating formal written grievance procedures. When an  
48 alleged grievance originates with an administrator other than the building principal, the  
49 "preliminary stage" shall be with said administrator.  
50



1           2.     FORMAL STAGES  
2

3           Director of Human Resources  
4

- 5           a.     All grievance(s) shall be recorded on the special grievance form hereinafter set  
6           forth. A copy of each grievance must be submitted to the office of the Union.  
7           Said grievance shall specify the contract provisions which are alleged to have  
8           been violated and the remedy sought, signed by the individual union member  
9           grievant(s), addressed to the administrator(s) being grieved against, and the  
10          white copy forwarded to the Director of Human Resources within fifteen (15)  
11          teacher working days of when a reasonably diligent person should have  
12          discovered the grievance.  
13  
14          b.     The administrator being grieved against shall return a copy of the grievance  
15          form to the Director of Human Resources with the decision in writing within  
16          ten (10) working days of the receipt of the grievance form.  
17

18          Superintendent (or Superintendent's Designee)  
19

- 20          a.     If the union member is dissatisfied with the decision, the union member may  
21          then appeal through the Director of Human Resources to the Superintendent, or  
22          the Superintendent's designee, within five (5) working days of the receipt of the  
23          decision of the building principal or other administrator.  
24  
25          b.     The aggrieved shall have the right to a conference with the Superintendent of  
26          Schools or designee before a decision is rendered.  
27  
28          c.     The Superintendent of Schools or designee shall, through the Director of  
29          Human Resources, inform the grievant(s), in writing of the decision within  
30          twenty (20) working days of the conference at the Superintendent's level.  
31

32          Board of Education Stage  
33

- 34          a.     If the union member is dissatisfied with the decision of the Superintendent or  
35          designee, the matter may be referred to the Board through the Director of  
36          Human Resources within five (5) working days after the receipt of the decision  
37          of the Superintendent or designee, unless a written waiver of time has been  
38          granted.  
39  
40          b.     The Director of Human Resources shall submit a copy of the grievance and all  
41          previous decisions to the President of the Board.  
42  
43          c.     The aggrieved shall have the right to a conference with the Board.  
44  
45          d.     Within thirty (30) working days of the receipt of the grievance, the Board shall  
46          meet to arrive at a decision which shall be final unless changed as set forth in  
47          subsection e below. Such decision shall be communicated to the union  
48          member in writing through the Director of Human Resources within five (5)  
49          working days. In the event that the decision of the Board is favorable to the  
50          grievant, the remedy awarded will be implemented within twenty (20) working

1 days, unless in the mutual opinion of the Administration and the Union an  
2 extension of this time limit is warranted by the particular circumstances.

3  
4 Arbitration

- 5  
6 e. If the Union is dissatisfied with the decision of the Board of Education Stage,  
7 the Union may refer the matter to arbitration by delivering written notice of its  
8 desire to arbitrate to the Superintendent and the American Arbitration  
9 Association within twenty (20) working days after the Union's receipt of the  
10 decision of the Board. The arbitrator shall be selected, and the arbitration shall  
11 be conducted, pursuant to the rules of the American Arbitration Association.  
12 The fees and expenses of the arbitrator shall be shared equally by the Board  
13 and the Union. The arbitrator shall decide whether the provisions stated in the  
14 grievance have been violated. Nothing in this contract shall be construed to  
15 empower the arbitrator to make any decision amending, changing, subtracting  
16 from, or adding to the provisions of this Agreement. The arbitrator shall give  
17 no opinion with respect to any other matter left by this Agreement or by law to  
18 the discretion of the Board or Administration.  
19

20 The arbitrator's award shall be final and binding on the Board and the Union and any union  
21 members involved.  
22

23 D. Group Grievance Procedures

24  
25 PROCEDURE A:

26  
27 Union members in one building or systemwide department, who have the same grievance,  
28 shall proceed as indicated in 1 or 2 below.  
29

- 30 1. They must submit a written statement of their grievance to the Union whose  
31 responsibility it shall be to advise the aggrieved. All deliberations shall be kept  
32 confidential. The Union shall represent the aggrieved union members only at the  
33 request of the aggrieved group. The procedures used for group grievances shall begin  
34 at the first written stage. Regulations established for individual grievances shall then  
35 be followed by the group.  
36

37 OR

- 38  
39 2. If a group of union members in one building or systemwide department have the same  
40 grievance and elect not to be represented by the Union each member of the group shall  
41 sign a statement of the grievance and submit such statement to the Director of Human  
42 Resources. At the conference, the grievance shall be presented by not more than three  
43 persons chosen by the aggrieved. Regulations established for individual grievances  
44 shall then be followed by the group.  
45

46 PROCEDURE B:

47  
48 Union members in more than one building or systemwide department who have the same  
49 grievance shall proceed as indicated in 1 or 2 below.  
50

1 1. They shall submit a written statement of their grievance to the Union whose  
2 responsibility it shall be to advise the aggrieved. All deliberations shall be kept  
3 confidential. The Union shall represent the aggrieved union members only at the  
4 request of the aggrieved. However, the Union at its option, may have a representative  
5 present at such deliberations. The procedures used for group grievances shall begin at  
6 the Superintendent's Stage with the Superintendent or designee. Regulations  
7 established for individual grievances shall then be followed by the group.  
8

9 OR

10  
11 2. If a group of union members in more than one building or systemwide department  
12 have the same grievance and elect not to be represented by the Union each member of  
13 the group shall sign a statement of the grievance and submit such statement to the  
14 Superintendent or designee through the Director of Human Resources. At the  
15 conference the aggrieved shall be represented by not more than three persons chosen  
16 by the aggrieved. However, the Union at its option, may have a representative present  
17 at such deliberations. Regulations established for individual grievances shall then be  
18 followed by the group.  
19

20 E. Grievance Forms

21  
22 All written grievances will be presented on a form as follows:  
23

24 P-12 GRIEVANCE FORM  
25 DEARBORN FEDERATION OF TEACHERS  
26 LOCAL NO. 681 A.F.T. (AFL-CIO)  
27

28 Date submitted

29  
30 To: (Name & Position of Administrator to Whom the Grievance is Directed)  
31 From: (Person(s) and School(s) Submitting Grievances)  
32 Re: (Contract Provision(s) Invoked)  
33

34 CHECK ONE: I do ( ), do not ( ) wish the Union to represent me in this grievance.  
35

36 STATEMENT OF GRIEVANCE:

37 REMEDY:  
38  
39

40 \_\_\_\_\_  
41 Signature

42 \*A copy of each grievance must be submitted to the office of the Union.  
43

44 ARTICLE XI - PROBATIONARY TEACHERS  
45

46 A. At least three and preferably four classroom observations per year shall be made by the  
47 building administrator, or in the event of incapacity, by a designee of the Administration. In  
48 the case of teachers in special subject areas, an appropriate administrator may make the  
49 probationary appraisal.  
50

- 1 B. When a Teacher Evaluation Form is submitted, the teacher may write any comments deemed  
2 appropriate. The teacher's written comments will be attached to the Teacher Evaluation Form.  
3
- 4 C. The Administration, if it decides to recommend to the Board the dismissal of a probationary  
5 teacher, shall furnish such teacher with a written statement containing the reason(s) for such  
6 recommendation.  
7
- 8 Such reason(s) shall be based upon observation and/or other relevant considerations. In  
9 addition, the Administration shall provide, at the request of the affected teacher, for a  
10 conference with the Director of Human Resources.  
11
- 12 D. If unusual circumstances prevail, the Administration may, at its option, and upon notification  
13 to the Union of the existence of such circumstances, waive the requirements stated in Item A  
14 above.  
15
- 16 E. Prior to the writing of a report, it is desirable that a conference be held with the teacher  
17 involved. If any weaknesses are to be cited, a conference will take place.  
18
- 19 F. The principal will offer constructive comments in writing regarding any weaknesses observed.  
20
- 21 G. Any teacher on probation may request an observation.  
22
- 23 H. When circumstances arise, such as extended ill health that would require a tenure teacher to  
24 take a personal leave, the Administration may require the probationary teacher to submit a  
25 letter of resignation.  
26
- 27 I. No probationary teacher shall be extended rights and/or privileges not granted a tenure  
28 teacher.  
29

## 30 ARTICLE XII - SELECTION OF P-12 SUMMER SCHOOL TEACHERS 31

- 32 A. Application shall be made to the Department of Human Resources on forms provided.  
33 Application will be accepted and confirmed according to instructional level: senior high,  
34 middle school, upper elementary, primary.  
35
- 36 B. If there are more teacher applicants who meet the qualification standards of the North Central  
37 Association than there are teacher positions to be filled, preference shall be given in the  
38 following order.  
39
- 40 1. Teachers presently employed by the Dearborn School System, including those on  
41 leave, who are on tenure on February first of the calendar year in which application is  
42 made.  
43
  - 44 2. Teachers who have taught in the regular day school program in the designated subject  
45 area in the past three (3) years or who have been assigned to the designated subject  
46 area for the coming year.  
47
  - 48 3. Teachers who have not taught in a summer school program in or funded through the  
49 Dearborn School System within the past three (3) summers.  
50

- 1 4. Teachers who have not taught in a summer school program in or funded through the  
2 Dearborn School System within the past two (2) summers.
- 3
- 4 5. Teachers who have not taught in a summer school program in or funded through the  
5 Dearborn School System the previous summer.
- 6
- 7 6. Teachers who have taught in a summer school program in or funded through the  
8 Dearborn School System the previous summer.
- 9
- 10 7. Above factors being equal, preference will be given to the teacher(s) with senior  
11 service in the Dearborn School System.
- 12
- 13 8. All classes offered as remedial non-credit courses shall be open for application to all  
14 appropriately certified teachers regardless of grade level.
- 15
- 16 9. If a list of qualified teachers is polled and there is a refusal of one class by all, then the  
17 priority list will be re-polled with the understanding that acceptance will not affect  
18 future eligibility. Failure to achieve coverage of the class in this manner will expose  
19 the position to administrative action.
- 20
- 21 10. If a teacher of a summer school class is absent, the Administration shall offer the  
22 opportunity to substitute to the applicant(s) next in numerical order on the teacher  
23 priority list for that school year who has indicated a willingness to substitute.
- 24
- 25 11. If summer school for any given year is canceled, the teacher priority list shall be  
26 carried over to the next summer school session.
- 27
- 28 C. Posting of priority lists shall be made in all buildings thirty (30) days prior to the first day of  
29 the summer school session.
- 30

### 31 ARTICLE XIII - ADULT EDUCATION TEACHING

32  
33 Certified teachers regularly employed in the Dearborn School System, who are qualified for the  
34 position, shall be given preference over all other applicants in the Adult Education Night School  
35 Program.

#### 36 A. Basic Requirements:

- 37
- 38
- 39 1. For teachers of evening school classes which follow the regular daily high school  
40 curriculum, for which high school credit is given and which may lead to the attainment  
41 of an adult education school diploma, the requirements shall be exactly the same as the  
42 regular full-time high school teacher.
- 43
- 44 2. Specialized non-credit classes, excluding those classes offered for credit in the regular  
45 day school program, may require teachers with specific training and/or work  
46 experience.
- 47

#### 48 B. Selection Procedure for Teachers in High School Credit and Non-Credit Classes:

- 49
- 50 1. Applications shall be made to and confirmed by the Department of Human Resources

1 at the time such applications are solicited. Notice of same shall be advertised in each  
2 school.

- 3
- 4 2. Notice of night school teaching positions for September through May shall be  
5 advertised by April 30 of the preceding session.  
6
- 7 3. The Adult Education Department shall be responsible for all appointments. The  
8 Department of Human Resources shall prepare and publish a priority list.  
9
- 10 4. No regular full-time Dearborn teachers shall teach more than two nights per week  
11 without prior approval by the Superintendent of Schools.  
12
- 13 5. If there are more teacher applicants who meet the qualification standards of the North  
14 Central Association than there are positions to be filled, preference shall be given in  
15 the following order:  
16
  - 17 a. Teachers who are on tenure.
  - 18
  - 19 b. Teachers who have taught in the regular day school program in the designated  
20 subject area in the past three years or who have been assigned to the designated  
21 subject area for the coming year.  
22
  - 23 c. Teachers who have not taught adult night school during the last two sessions.  
24
  - 25 d. Teachers who have taught one of the last two sessions of adult night school.  
26
  - 27 e. Teachers who have taught the last two sessions of Adult Night School.  
28 (Complete, alphabetically arranged teacher lists for the two previous years shall  
29 be made available by the respective administrators to the Adult Education  
30 Department.)  
31
  - 32 f. Above factors being equal, preference will be given to the teachers with senior  
33 service in the Dearborn School System.  
34
  - 35 g. If a teacher of an adult education class is absent, the Administration shall offer  
36 the opportunity to substitute to the applicant(s) next in numerical order on the  
37 teacher priority list for that school year who has indicated a willingness to  
38 substitute.  
39

#### 40 ARTICLE XIV- LEAVES 41

- 42 A. A leave is a Board approved absence without pay (except for Sabbatical) granted to union  
43 members with provisions for certain rights and responsibilities before, during, and following  
44 such absences.  
45
- 46 B. In order for a leave request to be given consideration, it must be submitted to the Department  
47 of Human Resources in writing, and within prescribed time limits if applicable for the type of  
48 leave requested.
- 49 C. A leave may be rescinded or terminated before the normal expiration date by mutual  
50 agreement between the union members and the Board.

1 D. Except as specifically provided, no payment of any kind will be made to or for any union  
2 member while on a leave covered by this contract except that upon request to the Department  
3 of Human Resources, a union member on Advanced Study Leave, Childcare Leave or  
4 Personal Leave - Other (page 27, 2c, line 21 and 2e, line 23) can work as a substitute teacher  
5 in the District and receive pay as a substitute teacher.  
6

7 E. Leaves will be classified as Professional, Personal, or Civic as follows:  
8

9 1. Professional  
10

- 11 a. Advanced Study
- 12 b. Sabbatical
- 13 c. Exchange Teaching/Assignment
- 14 d. Foreign Teaching/Assignment
- 15 e. Military School Teaching/Assignment  
16

17 2. Personal  
18

- 19 a. Extended Health
- 20 b. Care of Immediate Family
- 21 c. Child Care
- 22 d. Involuntary Health
- 23 e. Other  
24

25 3. Civic  
26

- 27 a. Military
- 28 b. Peace Corps/Vista
- 29 c. Educational Organization
- 30 d. Government Service  
31

32 F. Professional Leaves  
33

34 1. General Provisions  
35

- 36 a. A union member returning from a Professional Leave of one year or less shall  
37 return to the specific school left, and to the specific department if applicable, or  
38 to the appropriate elementary level unless other arrangements are agreed upon  
39 by the union member and the Administration, provided such arrangements are  
40 not in conflict with other provisions of the contract.  
41
- 42 b. Upon return from Professional Leave during which the conditions of such  
43 leave have been fulfilled, a union member shall receive any regularly scheduled  
44 salary increases granted employees in service, including increments, and shall  
45 also be subject to any general salary adjustments which may be effected.  
46
- 47 c. Request for extension of leave of absence must be made in writing at least  
48 ninety (90) days prior to the end of the final semester of the leave. All  
49 extensions shall be limited to a one-year renewal. If a union member is granted  
50 an extension beyond one (1) year, upon return the union member shall be

1 assigned a position for which the union member is qualified. Failure to request  
2 extension within the time limit prescribed will constitute termination of leave.  
3 Failure to request extension or submit intention to return will constitute  
4 termination of employment, subject to the provisions of the State Tenure Act.  
5

- 6 d. Accrued benefits are carried forward from the effective date of leave of  
7 absence and are credited upon return to employment at the termination of the  
8 leave. Payment for accumulated leave days may not be granted during the term  
9 of such leave.
- 10
- 11 e. A union member who has been on a Professional Leave shall not be eligible for  
12 another Professional Leave for a three-year period after return.
- 13
- 14 f. Application for Professional Leave shall be filed in the Department of Human  
15 Resources no later than April 15th or December 1st preceding the semester that  
16 the leave shall become effective. The process of the formulation of the  
17 recommendation by the Superintendent and deliberation and determination by  
18 the Board will be accomplished within thirty (30) days after the expiration of  
19 these respective deadlines.
- 20
- 21 g. Notices received relative to opportunities for professional leaves shall be made  
22 available to union members by the administration.  
23

## 24 2. Advanced Study Leave

- 25
- 26 a. Any non-probationary union member with a minimum of three (3) years of  
27 active service in the Dearborn School System may be granted a leave of  
28 absence without pay for advanced study for a period not to exceed one year,  
29 upon the recommendation of the Superintendent. Any extension of time shall  
30 be made only by special action of the Board upon the recommendation of the  
31 Superintendent.
- 32
- 33 b. Upon return from Advanced Study Leave, the union member shall submit an  
34 appropriate report to the Superintendent. If an abuse of the leave's purpose is  
35 apparent, it will be treated as a personal leave with no increment accruing.
- 36
- 37 c. A union member who has been on an advanced study leave shall not be eligible  
38 for another professional leave for a three (3) year period.  
39

## 40 3. Sabbatical Leave

- 41
- 42 a. Sabbatical Leave shall be interpreted as leave from active duty granted to any  
43 union member after seven years of active service in Dearborn for the purpose  
44 of improving instruction in the Dearborn Schools. (Military Leaves or Peace  
45 Corps/Vista Leaves shall be counted as active service.) Sabbatical Leave may  
46 be granted for one year or for one semester as may be recommended by the  
47 Superintendent and approved by the Board.
- 48 b. Leave granted for professional study, for work on publications, for travel, or  
49 for travel combined with study, or for any other reasons which, in the opinion  
50 of the Superintendent, will improve instruction in the Dearborn Public Schools



1 or will improve the efficiency of the union member, shall be considered  
2 consistent with the purposes of sabbatical leave.

- 3  
4 c. Remuneration to union members granted such leave shall be at the rate of one-  
5 half the salary to be received at the time leave begins and not to exceed one  
6 year.  
7  
8 d. Not more than two per cent of all union members may be granted sabbatical  
9 leave in any one year.  
10  
11 e. In determining recommendations on requests for sabbatical leaves the  
12 Superintendent will consider the following items:  
13  
14 The extent of the applicant's professional study, growth, contribution, and  
15 successful service during the preceding seven years.  
16  
17 The extent to which plans submitted for use of time while on leave are definite  
18 and educationally constructive.  
19  
20 Length of period of active service in the Dearborn Schools.  
21  
22 Reasonable and equitable distribution of applicants among the different levels  
23 and departments in the system.  
24  
25 Order in which applications are received. Denial of request for sabbatical  
26 leave may include a written explanation from the Superintendent or designee, if  
27 requested in writing by the applicant.  
28  
29 f. Upon return from sabbatical leave, the union members shall submit an  
30 appropriate report to the Superintendent. If an abuse of the leave is apparent,  
31 the Board may institute proceedings to recover an appropriate amount of the  
32 monies paid while on sabbatical.  
33  
34 g. A union member, upon completion of a sabbatical leave, shall return to the  
35 Dearborn Public Schools for a period of one school year.  
36  
37 h. A union member not returning to the Dearborn Public Schools for the period of  
38 one school year upon completion of sabbatical leave shall, except in the event  
39 of death, reimburse the Board for all monies received from it and the cost of all  
40 insurance benefits provided by it.  
41  
42 i. A Union member who has been on a sabbatical leave shall not be eligible for  
43 another professional leave for a three (3) year period.  
44

45 4. Exchange Teaching Leave  
46

- 47 a. Any such request shall be judged by the Superintendent upon its merits,  
48 namely, what benefits may be derived through such an assignment.  
49  
50 b. After having served five years in the Dearborn School System, leave for

1 exchange teaching and/or assignment may be granted for a period of one year,  
2 subject to a request of renewal of one year only, provided that renewal is  
3 requested by the individual and the U.S. Office of Education and that  
4 appropriate arrangements are made through the U.S. Office of Education. Such  
5 a leave may not be repeated until the expiration of another three-year period.  
6

7 c. Not more than one per cent of all teachers may be granted leave in any one  
8 year.  
9

10 d. The plans as formulated by the Office of the United States Commissioner of  
11 Education, in which each exchange teacher remains under control of the home  
12 district in the matter of pay, tenure, and other related considerations, shall be in  
13 full effect in the Dearborn Public Schools.  
14

15 e. Opportunities for exchange teaching and/or assignment positions shall be  
16 advertised in the staff newsletter.  
17

18 5. Foreign Country or Military School Teaching Leave  
19

20 a. Any request shall be judged by the Superintendent upon its merits, namely,  
21 what benefits may be derived through such an assignment.  
22

23 b. After having served three years in the Dearborn School System, leave for  
24 foreign, or military teaching and/or assignment may be granted for one year  
25 and subject to renewal by the Board for an additional year, maximum of two  
26 years only, and not repeated until the expiration of another three-year period  
27 after returning to the Dearborn School System.  
28

29 c. Not more than one percent of all teachers may be granted leave in any one year.  
30

31 G. Personal Leaves  
32

33 1. General Provisions  
34

35 a. Personal Leaves may be granted to non-probationary union members upon  
36 request subject to the approval of the Superintendent and the Board.  
37

38 b. Requests for Personal Leave should be submitted in writing to the Human  
39 Resources Department accompanied by appropriate documentation as indicated  
40 by the specific type of Personal Leave.  
41

42 c. A union member absent on Personal Leave shall receive any regularly  
43 scheduled salary adjustments effected during the absence, excluding  
44 increments.  
45

46 d. Request for extension of Personal Leave or notice of intention to return must  
47 be made in writing to the Human Resources Office at least ninety (90) days  
48 prior to the end of the final semester of the leave unless circumstances clearly  
49 preclude opportunity for such notice. All leave extensions shall be limited to a  
50 total of three, one-year renewals. After three renewals, the union member must

1 return to work or resign. Failure to notify the Human Resources office in  
2 writing of intent to return or resign 90 days prior to the end of the final  
3 semester of the leave shall constitute an irrevocable voluntary resignation  
4 subject to the provisions of the State Tenure Act. To be considered eligible for  
5 an additional leave, a union member must work one school year.  
6

7 e. In the event that a declining enrollment combined with the effect of seniority  
8 results in a surplus status of the union member returning from leave, the  
9 involuntary transfer provisions will take precedence.  
10

11 f. Return from Personal Leave shall be at the beginning of a school year or  
12 semester, unless other arrangements can be made to the mutual satisfaction of  
13 the union member and the administration.  
14

15 g. Upon return from Personal Leave of one year or less, the union member shall  
16 be assigned to the same building, grade level, and department, to the extent that  
17 these are applicable to the union member's former assignment unless other  
18 arrangements are agreed upon by the union member and the Administration,  
19 provided such arrangements are not in conflict with other provisions of the  
20 contract. Return from Personal Leaves of more than one year shall be to a  
21 position in the teaching areas of certification.  
22

23 h. Accrued benefits are carried forward from the effective date of leave of  
24 absence and are credited upon return to employment at the termination of the  
25 leave. Payment for accrued leave days may not be granted during the term of  
26 such leave.  
27

## 28 2. Extended Health Leave 29

30 a. Leave may be granted based on mental or physical illness of a non-  
31 probationary union member. Such leave may be granted only if the union  
32 member's sick leave has been expended.  
33

34 b. Request for Extended Health Leave shall be accompanied by a written  
35 statement from the attending physician indicating basis for leave request. Only  
36 those statements signed by medical or osteopathic doctors shall be honored.  
37

38 c. The Board agrees to extend Health Care Benefit cash payment privileges for  
39 the period of the leave to those union members who have received an Extended  
40 Health Leave. The union member must make the monthly payment to the  
41 Board in advance of the due date or shall forfeit all rights under this provision.  
42

43 d. Requests to return from Extended Health Leave must be accompanied by a  
44 written statement from the attending physician stating the union member's  
45 fitness to return to employment. Only those statements signed by a medical or  
46 an osteopathic doctor shall be honored. All leave extensions shall be limited to  
47 a total of three, one-year renewals. After three renewals, the union member  
48 must return to work or resign. Failure to notify the Human Resources office in  
49 writing of intent to return or resign 90 days prior to the end of the final  
50 semester of the leave shall constitute an irrevocable voluntary resignation

1 subject to the provisions of the State Tenure Act. To be considered eligible for  
2 an additional leave, a union member must work one school year.

3  
4 3. Care of Family Leave

- 5  
6 a. Leave may be granted to non-probationary union members to care for ill  
7 members of the immediate family. The immediate family shall be construed to  
8 include: husband, wife, children, father, mother, brother, sister, grandparents,  
9 aunt, uncle, close relative-in-law, or close associate.  
10  
11 b. Request for Care of Family Leave shall be accompanied by sufficient proof of  
12 necessity for leave, including a statement from the attending physician. All  
13 leave extensions shall be limited to a total of three, one-year renewals. After  
14 three renewals, the union member must return to work or resign. Failure to  
15 notify the Human Resources office in writing of intent to return or resign 90  
16 days prior to the end of the final semester of the leave shall constitute an  
17 irrevocable voluntary resignation subject to the provisions of the State Tenure  
18 Act. To be considered eligible for an additional leave, a union member must  
19 work one school year.  
20

21 4. Child Care Leave

- 22  
23 a. A non-probationary union member who gives birth to a child, adopts a child,  
24 assumes the legal responsibility of a child, or acquires a child by marriage is  
25 eligible for Child Care Leave.  
26  
27 b. Request for Child Care Leave shall be submitted in writing to the Human  
28 Resources Office ninety (90) days prior to the date leave is to begin, unless  
29 circumstances clearly preclude opportunity for such notice.  
30  
31 c. Child Care Leave, when granted, initially shall be for whatever portion remains  
32 of the school year in which leave begins, or for the entirety of the school year  
33 in which leave begins. All leave extensions shall be limited to a total of three,  
34 one-year renewals. After three renewals, the union member must return to  
35 work or resign. Failure to notify the Human Resources office in writing of  
36 intent to return or resign 90 days prior to the end of the final semester of the  
37 leave shall constitute an irrevocable voluntary resignation subject to the  
38 provisions of the State Tenure Act. To be considered eligible for an additional  
39 leave, a union member must work one school year.  
40  
41 d. Return from Child Care Leave, other provisions of this contract  
42 notwithstanding, will be to a comparable position in the Dearborn Public  
43 Schools not later than three (3) years from the end of the school year in which  
44 leave began.  
45  
46 e. A return from Child Care Leave prior to the expiration of the leave shall occur  
47 only with the consent of the union member and with the approval of the  
48 Superintendent of Schools.  
49

1           5.     Involuntary Health Leave  
2

3           A union member may be requested to take Involuntary Health Leave when it has  
4           become apparent to the Superintendent of Schools that the individual is no longer able  
5           physically and/or mentally to discharge the duties of his/her position in a competent  
6           professional manner.  
7

- 8           a.     Upon the recommendation of the Superintendent, a union member may be  
9           required to take a physical or mental examination at Board's expense.  
10
- 11          b.     When the examination is received, reviewed and evaluated, the union member  
12          may request that an examination by three physicians be required; one physician  
13          shall be selected by the union member, one selected by the Board, and a third  
14          one shall be mutually agreed upon by both parties.  
15
- 16          c.     Based upon the results of the examination(s), the Superintendent shall submit a  
17          recommendation for action, if any, to the Board for final determination.  
18
- 19          d.     The written request may be made by the Superintendent as often as is deemed  
20          essential to the physical or mental welfare of the individual union member  
21          involved.  
22
- 23          e.     A union member requesting return from Involuntary Health Leave may return  
24          only upon the recommendation of the Superintendent following a  
25          reexamination according to the procedures outlined in Item a or Item b, and by  
26          approval of the Board within the provisions of the State Tenure Act.  
27
- 28          f.     Reinstatement will occur no later than the beginning of the semester following  
29          the approval of the Superintendent's recommendation.  
30
- 31          g.     No increment credit for such leave shall be allowed in the salary schedule.  
32
- 33          h.     Payment for accumulated sick leave days may be granted only at the direction  
34          of the Superintendent.  
35

36          6.     Other Leaves of Absence  
37

38          Requests for Personal Leaves not specifically referred to in this contract will be  
39          forwarded to the Department of Human Resources for consideration. It is understood  
40          that any denial of any such request for a leave of absence not specifically referred to in  
41          this contract is not subject to the grievance procedure. All leave extensions shall be  
42          limited to a total of three, one-year renewals. After three renewals, the union member  
43          must return to work or resign. Failure to notify the Human Resources office in writing  
44          of intent to return or resign 90 days prior to the end of the final semester of the leave  
45          shall constitute an irrevocable voluntary resignation subject to the provisions of the  
46          State Tenure Act. To be considered eligible for an additional leave, a union member  
47          must work one school year.  
48

1 H. Civic Leaves

2  
3 1. Military and Peace Corps/Vista Leaves

- 4  
5 a. Any union member who may enlist or be conscripted into the defense forces of  
6 the United States for military service or training or into the Peace Corps/Vista  
7 shall be reinstated as an employee in the Dearborn School System with full  
8 credit including the annual increment(s) under the salary schedule.  
9  
10 b. A non-probationary union member shall return to the specific school left and to  
11 the specific department, if applicable, or to the appropriate elementary level. If  
12 the position has been discontinued by Board action, the union member shall be  
13 assigned to a comparable position at the start of the next semester following  
14 the union member's return.  
15  
16 c. When a union member must take temporary Military Leave which cannot be  
17 taken during the summer (not to exceed ten (10) school days) during the school  
18 year, the Board shall compensate the union member involved for the difference  
19 between the pay for the period of service and the military pay for the weekdays  
20 of military service during the school year, and shall provide a substitute for the  
21 position.  
22  
23 d. Request for return from leave must be made ninety (90) days prior to the end of  
24 the final semester of leave.  
25  
26 e. Military Leave shall not extend beyond the time of original enlistment or  
27 beyond the time necessary to discharge the union member's military obligation.  
28 However, a request for extension of leave may be made subject to provision of  
29 Item d above.  
30  
31 f. Accrued benefits are carried forward from the effective date of leave of  
32 absence and are credited upon return to employment at the termination of the  
33 leave. Payment for accrued leave days may not be granted during the term of  
34 such leave.  
35

36 2. Governmental Service or Educational Organization Leave

- 37  
38 a. Upon approval of the Board a non-probationary union member shall be  
39 allowed to serve the term of office to which elected, re-elected, appointed, or  
40 reappointed at any level of government or to a position with a recognized  
41 educational organization at the state or national level, provided such position is  
42 full-time. The union member shall notify the Board, upon being selected for  
43 such office and in no case will the union member take leave of the position  
44 unless at least fifteen (15) working days will have been provided to locate a  
45 replacement. All extensions shall be subject to annual renewals. After three  
46 renewals, the union member must return to work or resign. Failure to notify  
47 the Human Resources office in writing of intent to return or resign 90 days  
48 prior to the end of the final semester of the leave shall constitute an irrevocable  
49 voluntary resignation subject to the provisions of the State Tenure Act. To be  
50 considered eligible for an additional leave, a union member must work one

1 school year.

- 2
- 3 b. Notification of the union member's return from such leave shall be made in
- 4 writing to the Department of Human Resources no later than ninety (90) days
- 5 prior to the end of the final semester of leave.
- 6
- 7 c. A union member on such leave shall return to a comparable position in the
- 8 Dearborn School System at the beginning of the semester following
- 9 notification.
- 10
- 11 d. A union member on such leave shall receive no pay from the Board.
- 12
- 13 e. A union member returning from such leave after a period of less than one year
- 14 shall be placed on the salary step which would have been attained if leave
- 15 had not been taken.
- 16
- 17 f. A union member returning from such leave after a period of one year or more
- 18 shall be placed one salary step above the one for which the union member was
- 19 eligible when leave was taken.
- 20
- 21 g. Not more than one percent of all union members shall be on such leave at any
- 22 one time.
- 23
- 24 h. Accrued benefits are carried forward from the effective date of leave and are
- 25 credited upon return to employment at the termination of the leave. Payment
- 26 for accrued leave days may not be granted during the term of leave.
- 27

28 ARTICLE XV - ABSENCES OTHER THAN LEAVES

29

30 A. Personal Illness

31

- 32 1. All union members shall earn one and one-half days per month for illness,
- 33 emergencies, and funerals.
- 34
- 35 2. All earned but unused sick leave days shall be allowed to accrue; however, after one
- 36 year of absence utilizing accrued sick time, the union member must apply for long-
- 37 term disability.
- 38
- 39 3. A part-time union member on a written contract shall be allowed sick leave benefits on
- 40 a proportionate basis. Part-time union members shall not include substitute teachers.
- 41
- 42 4. A union member who has run out of sick leave and who is temporarily separated from
- 43 work shall be considered to be on a temporary medical absence for a period not to
- 44 exceed two (2) months during which time the district shall continue payment of
- 45 hospital/surgical/medical benefits and life insurance benefits. A union member who
- 46 returns to work cannot exercise this option again during the same school year.
- 47
- 48 5. Upon severance of employment, a union member credited with sick leave allowance in
- 49 advance of service shall reimburse the Board for all sick leave days used but not yet
- 50 earned.

- 1           6.     A union member who is absent for fifteen (15) or more consecutive work days will,  
2           upon request of the building administrator after the latter's consultation with the  
3           Department of Human Resources, furnish the building administrator with a physician's  
4           statement certifying the union member's physical capability to return to work. Should  
5           such a statement not be available as a result of the union member's treatment during  
6           the period of absence and/or prove not to be available without additional cost to the  
7           union member, the Board will bear the expense of the procurement of such a required  
8           certification.  
9
- 10          7.     If classes are canceled in accordance with Article XV.F., and a union member had  
11          already requested to use a sick day, that day will not be counted against the union  
12          member's sick bank.  
13
- 14          8.     After ten days of absence that use the union member's accumulated sick time,  
15          Administration has the right to require medical or other appropriate documentation for  
16          any additional absences.  
17
- 18          9.     When a union member is injured on the job requiring medical  
19          assessment(s)/appointment(s), the initial appointment will not be deducted from the  
20          union member's sick leave accumulation. If subsequent appointments cannot be  
21          scheduled after work hours no deduction from the union member's sick leave will  
22          occur. Administration reserves the right to verify such appointments cannot be made  
23          outside of work hours.  
24

25    B.     Personal Business

26  
27        Each regularly employed union member will be granted up to two (2) days per year for  
28        Personal Business. These days are provided for the union member to take care of important  
29        personal matters that cannot be taken care of outside of the regular school day. Request must  
30        be made in advance to a building administrator.  
31

32        The Personal Business Day is not to be the first or last day of a school semester or the day  
33        preceding or following a vacation or holiday which falls on Monday through Friday while  
34        school is in session unless approved by the Superintendent. Any unused personal business  
35        days shall be added to the union member's accumulated sick days.  
36

37    C.     Emergencies

38  
39        Union members shall be allowed leave for emergencies. Emergencies under the above policy  
40        shall be construed to be:  
41

- 42          1.     Quarantine of union member or union member's living quarters.  
43
- 44          2.     Death in the immediate family. (The immediate family shall be construed to include:  
45                husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and  
46                close relatives-in-law or close associates.)  
47
- 48          3.     Required court appearance, or required appearance before any other public agency  
49                having subpoena powers, not to exceed ten days in any one school year. These days  
50                shall not be deducted from the accumulated sick leave days if the union member is



1 requested by an agency of the court or subpoenaed to appear on behalf of a student  
2 with whom the union member is or was associated.

3  
4 4. To provide care for a member of the family when no other arrangements are possible,  
5 not to exceed ten (10) days in any one school year. (The immediate family shall be  
6 construed to include: husband, wife, children, father, mother, brother, sister,  
7 grandparents, aunt, uncle, and close relatives-in-law or close associates.) An  
8 additional fifteen (15) days of sick time, not to exceed twenty-five (25) days total in  
9 any one school year, can be used for reasons designated in the Family and Medical  
10 Leave Act. Documentation must be provided to Human Resources according to  
11 FMLA provisions.

12  
13 5. Such days, designated as emergencies, shall be deducted from the accumulated sick  
14 leave of the union member.

15  
16 6. Any request for an extension of time with regard to Items 3 and 4 above shall be made  
17 in writing to the Superintendent and shall be subject solely to his/her approval.

18  
19 D. Religious Observance

20  
21 1. All union members shall be granted such days as may be required by their religion for  
22 holy observance and abstention from work. Such days shall be deducted from sick  
23 leave accumulation.

24  
25 2. Holidays recognized by the contract between the Union and the Board shall not be  
26 deducted from the union member's sick leave accumulation.

27  
28 E. Jury Duty

29  
30 Union members serving on juries during the regular school year shall suffer no financial  
31 penalty, except that it be the understanding that whatever amount is earned in such capacity be  
32 returned to the Board and that such union members be paid their regular salary by the Board.  
33 A union member may be requested but not required to seek being excused from such duty.  
34 Such days shall not be deducted from the accumulated sick leave days.

35  
36 F. Catastrophes

37  
38 No union member will suffer loss of pay or deduction from leave days in the event a general  
39 catastrophe (such as extremely severe snowstorm) makes it impossible to report. Existence of  
40 catastrophe will be determined by the Superintendent.

41  
42 G. Summer School and Adult Education Programs

43  
44 A maximum of two (2) days, non-cumulative, per summer session shall be granted for  
45 personal illness, emergencies, or religious observance.

46  
47 A maximum of one (1) evening, non-cumulative, per Adult Education semester shall be  
48 granted for personal illness, emergencies, or religious observance.

49

1 H. The Board and the Union will comply with all provisions of the Family and Medical Leave  
2 Act.

3  
4 I. Other Absences

5  
6 Absences during the school year for reasons other than those listed in Section XV will not be  
7 permitted unless requested in writing in advance by the union member and approved by the  
8 Superintendent or designated representative.

9  
10 ARTICLE XVI - CONFERENCES, WORKSHOPS, CONVENTIONS, IN-SERVICE AND  
11 VISITATION DAYS

12  
13 Conferences, workshops, conventions, in-service, and visitations days offer valuable inservice  
14 opportunities to union members; therefore, a reasonable number of union members, within the  
15 limitations of budget appropriations, should be encouraged to attend same provided that qualified  
16 substitutes are available. Attendance at such conferences shall be rotated among those applying  
17 within a building or within those systemwide departments with specifically allocated funds on as  
18 equitable a basis as possible.

19  
20 A. Educational and Professional Meetings

21  
22 1. Union member requests to attend meetings are to be submitted on the proper forms at  
23 least seven (7) days prior to the meeting. Late requests will be considered on their  
24 merits.

25  
26 2. Requests must be submitted to the designated administrator for approval to attend.

27  
28 3. Upon approval, full expenses may be allowed as follows:

29  
30 a. Transportation

31  
32 (1) The current mileage rate will be paid for trips up to 200 miles round  
33 trip.

34  
35 (2) If more than one employee is making the same trip by automobile, rides  
36 shall be pooled if requested by the Administration. However,  
37 consideration will be given to requests for exceptions to this rule.

38  
39 (3) The full cost of the nearest route by air coach will be paid for trips of  
40 more than 200 miles.

41  
42 b. Lodging, Meals, Registration Fees, etc.

43  
44 (1) Full reimbursement shall be allowed for rooms with reasonable  
45 judgment exercised in type and cost.

46  
47 (2) Full reimbursement shall be allowed for meals with reasonable  
48 judgment exercised in cost.

49  
50 (3) Union members will be reimbursed for program registration fees, local

1 transportation, and reasonable incidental expenses.

2  
3 c. A copy of the amounts expended in these areas by union member(s) in each  
4 building shall be sent to the Union Office at the end of each school year.

5  
6 4. The principal or appropriate administrator is encouraged to administer conference and  
7 convention accounts in the following manner.

8  
9 a. Appoint a union representative committee to work with the principal or  
10 appropriate administrator in deciding who attends conferences or conventions.

11  
12 b. Post a list of the names of union members who are scheduled to attend  
13 conferences or conventions, where they are being held and their dates.

14  
15 c. Inform union members, whenever possible, of various conferences and  
16 conventions.

17  
18 Special problems and needs are to be referred to the appropriate central staff  
19 administrator.

20  
21 B. Conferences Related to Civic Participation

22  
23 Union members serving as active members of civic or charitable committees and  
24 organizations shall be granted reasonable opportunity to attend a related convention. No  
25 expense incurred shall be reimbursed in such instances by the Board; however, there will be  
26 no loss of pay to the union member.

27  
28 C. Professional Organization Meetings

29  
30 Union members serving as delegates to professional organizational meetings and conventions  
31 concerned primarily with internal affairs of the professional organization shall be permitted to  
32 attend such conventions without loss of pay to the union member, but no expense incurred  
33 shall be reimbursed in such instances by the Board.

34  
35 Extensions of interpretation of "professional organizational meetings and conventions  
36 concerned primarily with internal affairs of the professional organization" shall be subject to  
37 the approval of the Superintendent or designee based on justification of need by the Union.

38  
39 D. Visitation Days

40  
41 1. Upon approval of the building administrator and the Division of Educational Services,  
42 days for visitation for union members to educational or related institutions may be  
43 granted during the year.

44  
45 2. Current transportation allowance will be paid.

46  
47 E. Full tuition will be paid by the Board for required in-service classes.

48

1 ARTICLE XVII - DEPARTMENT CHAIRPERSONS

2  
3 A. Selection

4  
5 1. Any department that wishes to do so may hold an election in order to determine the  
6 preferences of the union members involved. The department may indicate to the  
7 building administrator the results of the election as their preferences. Such preferences  
8 shall have great weight with the building administrator who selects the department  
9 chairperson. If the principal does not concur with the preference of the department  
10 before selecting a department chairperson, the principal will meet with the department  
11 concerned to discuss the basis for their differences. No union member will be  
12 appointed department chairperson without the consent of the union member involved.  
13

14 2. Department chairpersons shall be selected from within the building personnel of the  
15 department concerned, and whenever possible will be selected by May 1 of each  
16 school year for the following year. Departmental chairpersons shall be members of  
17 their department's systemwide curriculum committee.  
18

19 B. Compensation for Department Chairpersons (Senior High)

20			
21	1-5	class sections	No Department Chairperson.
22	6-10	class sections	Release from homeroom or extra duties plus
23			\$250 stipend
24	11-25	class sections	Release from both homeroom and extra duties
25			plus \$500 stipend.
26	26-49	class sections	One hour assigned to departmental
27			responsibilities per semester.
28	50-74	class sections	One hour each semester assigned to departmental
29			responsibilities plus \$1500 stipend per year.
30	75 or more	class sections	One hour each semester assigned to departmental
31			responsibilities plus \$2000 stipend per year.
32			

33 C. Compensation for Department Chairpersons (Middle School)

34			
35	1-5	class sections	No Department Chairperson.
36	6-10	class sections	Release from homeroom or extra duties.
37	11-25	class sections	Release from both homeroom and extra duties.
38	26-49	class sections	\$100 per year stipend.
39	50-74	class sections	\$200 per year stipend.
40	75 or more	class sections	\$300 per year stipend.
41			
42			

43 ARTICLE XVIII - SCHOOL CALENDAR

44  
45 The calendars for 2009-10, 2010-11, 2011-12 and 2012-13 are included in the master agreement and  
46 follow later in this article. Days when pupil instruction is not provided wherein union member  
47 attendance is not required (because of conditions not within the control of school authorities, such as  
48 heavy snowfall, severe storms, fires, epidemics, or health conditions as defined by city, county,  
49 township, or state health authorities) shall be treated in the following manner:  
50

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

1st day - Will not be rescheduled.

2nd day - June duty day may be rescheduled as a day of student instruction.

3rd and subsequent days - May be rescheduled at the end of the school year at the discretion of the Superintendent. Such rescheduling shall not affect, or otherwise require, an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.

2009-10 Calendar

1		
2		
3	August 31	No school for students; Professional Development Day a.m.;
4		Teacher Duty Day p.m.
5		
6	September 1	No school for students; Professional Development Day
7	September 2	No school for students; Teacher Duty Day
8	September 3	No school for students; Professional Development Day
9	September 8	First day of school for students a.m.; Teacher Duty Day p.m.
10	September 21	No School
11	September 22	No School
12	September 23	Schools reopen
13		
14	November 3	No school for students; Professional Development Day
15	November 16	½ day a.m. Elementary; Full Day Secondary;
16		Elementary Teacher Duty p.m.
17	November 25	No school; Conference Release Day
18	November 26	No school; Thanksgiving Recess.
19	November 30	Schools reopen
20		
21	December 18	Schools close at end of day for Winter Recess
22		
23	January 4	Schools reopen
24	January 18	No School; Martin Luther King Jr. Day
25	January 29	½ day a.m. all students; Teacher Duty p.m.
26		
27	February 1	½ day a.m. Secondary; Full Day Elementary
28		Secondary Teacher Duty p.m.
29	February 15	No School; Conference Release Day
30	February 16-17	No School; Mid-Winter Break
31	February 18	Schools reopen
32		
33	April 1	Schools close at end of day for Spring Recess
34	April 12	Schools reopen
35		
36	May 31	No School; Memorial Day
37		
38	June 1	Schools reopen
39		
40	June 10	½ day a.m. Elementary; Full Day Secondary;
41		Elementary Teacher Duty p.m.
42	June 11	½ day a.m. Secondary; No Elementary Students;
43		Secondary Teacher Duty p.m.;
44		Elementary Teacher Duty Full Day.
45		
46		
47		
48		
49		
50		

2010-11 Calendar

1		
2		
3	August 30	No school for students; Teacher Duty Day
4	August 31	No school for students; Professional Development Day
5		
6	September 1	No school for students; Professional Development Day
7	September 2	No school for student; Professional Development a.m.; Teacher Duty p.m.
8	September 7	First day of school for students a.m.; Teacher Duty Day p.m.
9	September 9	No School
10	September 10	No School
11	September 13	Schools reopen
12		
13	November 2	No School; Professional Development Day
14	November 15	½ day a.m. Elementary; Full Day Secondary;
15		Elementary Teacher Duty p.m.
16	November 16	No School
17	November 17	No School
18	November 18	No School; Conference Release Day
19	November 19	Schools reopen
20	November 24	Schools close at end of day for Thanksgiving Recess.
21	November 29	Schools reopen
22		
23	December 17	Schools close at end of day for Winter Recess
24		
25	January 3	Schools reopen
26	January 17	No School; Martin Luther King Jr. Day
27	January 18	Schools reopen
28	January 28	½ day a.m. all students; Teacher Duty p.m.
29	January 31	½ day a.m. Secondary; Full Day Elementary
30		Secondary Teacher Duty p.m.
31		
32	February 21	No School; Conference Release Day
33	February 24	Schools reopen
34		
35	April 15	Schools close at end of day for Spring Recess
36	April 26	Schools reopen
37		
38	May 27	½ day a.m. all students; No school p.m.
39	May 30	No School; Memorial Day
40	May 31	Schools reopen
41		
42	June 9	½ day a.m. Elementary; Full Day Secondary;
43		Elementary Teacher Duty p.m.
44	June 10	½ day a.m. Secondary; No Elementary Students;
45		Secondary Teacher Duty p.m.;
46		Elementary Teacher Duty Full Day.
47		
48		
49		
50		

2011-12 Calendar

1		
2		
3	August 29	No school for students; Teacher Duty Day
4	August 30	No school for students; Teacher Duty Day
5	August 31	No school for students; Teacher Duty Day
6		
7	September 1	No school for students; Professional Development Day
8	September 2	No school for students; Professional Development a.m.; Teacher Duty p.m.
9	September 6	No school for students; Professional Development Day
10	September 7	First day of school for students a.m.; Teacher Duty p.m.
11		
12	November 7	No School
13	November 8	No School; Professional Development Day
14	November 14	½ day a.m. Elementary; Full Day Secondary;
15		Elementary Teacher Duty p.m.
16	November 23	No School; Conference Release Day
17	November 24 - 25	No School; Thanksgiving Recess
18	November 28	Schools reopen
19		
20	December 22	Schools close at end of day for Winter Recess
21		
22	January 9	Schools reopen
23	January 16	No School; Martin Luther King Jr. Day
24	January 17	Schools reopen
25	January 27	½ day a.m. all students; Teacher Duty p.m.
26	January 30	½ day a.m. Secondary; Full Day Elementary
27		Secondary Teacher Duty p.m.
28		
29	February 17	School closes at end of day for Mid-Winter Break
30	February 27	Schools reopen
31		
32	April 5	Schools close at end of day for Spring Recess
33	April 16	Schools reopen
34		
35	May 25	No School; Conference Release Day
36	May 28	No School; Memorial Day
37	May 29	Schools reopen
38		
39	June 13	½ day a.m. Elementary; Full Day Secondary;
40		Elementary Teacher Duty p.m.
41	June 14	½ day a.m. Secondary; No Elementary Students;
42		Secondary Teacher Duty p.m.;
43		Elementary Teacher Duty Full Day.
44		
45		
46		
47		

Floating Days



2012-13 Calendar

1		
2		
3	August 29	No school for students; Teacher Duty Day
4	August 30	No school for students; Professional Development Day
5	August 31	No school for students; Professional Development a.m., Teacher Duty p.m.
6		
7	September 4	No School for students; Professional Development Day
8	September 5	First day of school for students a.m.; Teacher Duty p.m.
9		
10	October 25 - 26	No School
11	October 29	Schools reopen
12		
13	November 6	No School; Professional Development Day
14	November 12	½ day a.m. Elementary; Full Day Secondary;
15		Elementary Teacher Duty p.m.
16		
17	November 21	No School; Conference Release Day
18	November 22 - 23	No School; Thanksgiving Recess
19	November 26	Schools reopen
20		
21	December 21	Schools close at end of day for Winter Recess
22		
23	January 7	Schools reopen
24	January 21	No School; Martin Luther King Jr. Day.
25	January 22	Schools reopen
26	January 25	½ day a.m. all students; Teacher Duty p.m.
27	January 28	½ day a.m. Secondary; Full Day Elementary
28		Secondary Teacher Duty p.m.
29		
30	February 15	Schools close at end of day for Mid-Winter Break
31	February 25	Schools reopen
32		
33	March 28	Schools close at end of day for Spring Recess
34		
35	April 8	Schools reopen
36		
37	May 24	No School; Conference Release Day
38	May 27	No School; Memorial Day
39	May 28	Schools reopen
40		
41	June 12	½ day a.m. Elementary; Full Day Secondary;
42		Elementary Teacher Duty p.m.
43	June 13	½ day a.m. Secondary; No Elementary Students;
44		Secondary Teacher Duty p.m.;
45		Elementary Teacher Duty Full Day.
46		
47		
48		
49		

1 ARTICLE XIX - TEACHING LOAD

2  
3 The class size for all levels will be as defined below. In the event a court decision and/or legislative  
4 action significantly change(s) the level of funding per pupil an equivalent change in the class size may  
5 occur, provided that negotiations have taken place with the Union regarding the necessary  
6 adjustments in addition to and/or alternate to the change in class size which must take place, within  
7 the jurisdiction of the Union, in order to function within the strictures that may be imposed.  
8

9 All classes of the same course and/or grade level scheduled for the same time/hour shall whenever  
10 possible, be balanced as to student load except in situations where the best interests of students  
11 (students with IEPs, ELL, co-teaching, or class size reduction) would prevent equalizing class sizes.  
12 This shall be done prior to the first class meeting or as soon thereafter as possible.  
13

14 A. Secondary Class Sizes will be based upon the following numbers:

15  
16 No teacher of an academic (core) class shall be responsible for teaching more than 29 students per  
17 class except as provided below.  
18

19 Extended core class size will be as follows:

20  
21 Vocational classes: 30 students  
22 or the number of stations which ever is less.

23  
24 Physical Education classes: 33 students  
25 with support in the pool with substitute or  
26 itinerant teacher at 33 students.

27  
28 Co-op/Work Experience: 30 students  
29 per class period/or 25 contacts per class period,  
30 whichever allows for the most student participation.

31  
32 Choral/Instrumental Music Classes: 75 Students  
33

34 B. Determination of Roster

35  
36 The date for determining the official class roster shall be the end of the official count period, in each  
37 semester, as defined by the State, but no longer than 30 calendar days after the official count day. Any  
38 additional students added to a class after that date will not be counted in this calculation.  
39

40 Both the Union and the Administration agree that class size plays an important role in meeting the  
41 needs of our students. It is the intention of both parties to keep all class sizes within the agreed upon  
42 guidelines. In the event that it becomes necessary to go above the negotiated limits, either by financial  
43 constraints, available or required classroom space, staff availability or other such major influencing  
44 factors change so as to preclude the Board from complying with this Article, the Union and the Board  
45 agree to meet to discuss ways to resolve these circumstances. Potential solutions may include, but are  
46 not limited to;

- 47  
48 A. Adjusting teacher assignment(s),  
49 B. Balance classrooms/sections,  
50 C. Hire additional teachers,

- D. Pay affected teacher \$100 per student, per semester,
- E. Other solutions that may be acceptable to the Union, the teacher and administration.

Once a mutually agreeable solution is reached, it will be implemented within 14 calendar days.

C. Elementary Class Size will be based upon the following numbers:

- 1. Elementary class sizes, including special area classes in Music, Art and Physical Education, will be based upon the following numbers:

K                    24 students per class.

1 – 3                26 students per class

4 – 5                28 students per class.

If the size of the elementary or special area class reaches thirty (30) then another class section will be created. Special education students who are mainstreamed for more than fifty percent (50%) of the student's instructional day will be counted in calculating class size for purposes of this provision.

- 2. Whenever possible, multi-age groupings will be rotated each year among the qualified teachers available in the building, and, any other article of this contract notwithstanding, seniority shall apply. However, an individual teacher teaching a multi-age grouping may waive being rotated.

D. Determination of Roster

The date for determining the official class roster shall be the end of the official count period, in each semester, as defined by the State, but no longer than 30 calendar days after the official count day. Any additional students added to a class after that date will not be counted in this calculation.

Both the Union and the Administration agree that class size plays an important role in meeting the needs of our students. It is the intention of both parties to keep all class size within the agreed upon guidelines. In the event that it becomes necessary to go above the negotiated limits, either by financial constraints, available or required classroom space, staff availability or other such major influencing factors change so as to preclude the Board from complying with this Article, the Union and the Board agree to meet to discuss ways to resolve these circumstances. Potential solutions may include, but are not limited to;

- A. Adjust teacher assignment(s),
- B. Balance classrooms/sections,
- C. Create multiage (split) classrooms,
- D. Hire additional teachers,
- E. Pay affected teacher \$300 per student, per semester,
- F. Payments to special area teachers in Music, Art and Physical Education will be prorated according to student contact time. The union member will submit a Stipend Payment Form to Human Resources based on the determination of the official class roster.
- G. Other solutions that may be acceptable to the Union, the teacher and administration.

1 Once a mutually agreeable solution is reached, it will be implemented within 14 calendar days.

2  
3 E. Special Education

- 4
- 5 1. If the size of any special education class exceeds state recommendations, the  
6 coordinator in Special Education will explain the reason to the teacher concerned. If  
7 the teacher is not satisfied, the teacher may request that the Administration explore  
8 with the Union the possibilities of reducing the size of the class. In such event a  
9 meeting between appropriate representatives of the Administration and the Union will  
10 be held within ten (10) days of the request.  
11
  - 12 2. Students who are mainstreamed will be dispersed as evenly as possible consistent with  
13 the needs of the individual students.  
14  
15 Whenever possible, teachers who are assigned mainstreamed students shall be notified  
16 at least one (1) day in advance of such assignment and may receive administrative  
17 consultation and assistance as requested.  
18  
19 The school administration shall try to place mainstreamed students in smaller classes  
20 in an attempt to lessen the workload for a teacher who is receiving mainstreamed  
21 students.  
22
  - 23 3. When a teacher has difficulty fulfilling his/her professional responsibilities due to the  
24 number of special education and/or Limited English Proficient students in the  
25 classroom, the teacher may explore avenues of assistance with the building  
26 administrator. After meeting with the teacher, if the concerns remain unresolved, the  
27 building administrator will further explore ways to address the issues with the  
28 appropriate director and report back to the teacher.  
29

30 ARTICLE XX - OPEN HOUSE/PARENT TEACHER CONFERENCE DAYS

- 31
- 32 A. There will be an Open House in September of each school year. There will be parent-teacher  
33 conferences, which will be scheduled as follows:  
34  
35 First semester -- all teachers: two evening conferences to be held during the second week  
36 following the end of the first card marking period.  
37  
38 Elementary teachers will hold a third parent-conference session the following week and a  
39 fourth parent-conference session in March on a date mutually agreed upon by the Director of  
40 Elementary Education and the Union.  
41  
42 Second semester -- all secondary teachers: one evening conference will be held during the  
43 first or second week following the fourth card marking period and to the extent possible such  
44 that middle school and high school will be held on separate dates.  
45  
46 Prior to the first semester conferences, elementary teachers will receive one-half day release  
47 time for planning purposes.  
48  
49 Parent-conference sessions at the secondary level will be scheduled for three hours.  
50

- 1 B. At the elementary level, parent-teacher conferences may be scheduled during the day or  
2 evening on a ratio not to exceed eight (8) students or majority fraction thereof per half day per  
3 conference round.  
4
- 5 C. Conference schedules mutually agreed upon by the individual teacher and the building  
6 administrator shall be made out in advance.  
7
- 8 D. When additional evening conferences are held, one-half day released time for those  
9 teachers involved shall be granted the day of the evening conferences or the following day,  
10 but in no case shall this released time be granted on a Friday afternoon or immediately before  
11 or after a holiday or vacation period.  
12

### 13 ARTICLE XXI - PERSONNEL FILES 14

- 15 A. Any union member will have the right to inspect his or her personnel file. The union member  
16 must make an appointment with the Department of Human Resources in order that an  
17 employee of that Department will be available to be present when the union member inspects  
18 the file. Confidential credentials and personal references normally sought at the time of  
19 employment are specifically exempted from review. The administrator will remove these  
20 documents from the file prior to a review of the file by the union member.  
21
- 22 B. A copy of any material concerning a union member's conduct, service, character or personality  
23 will be sent to the union member prior to said material being placed in the union member's  
24 file.  
25

### 26 ARTICLE XXII - SCHOOL MAIL SERVICE AND FACILITIES 27

- 28 A. The Union shall have the right to use school mailboxes and the inter-school mail service and  
29 district e-mail for the purpose of communicating with union members and distributing  
30 organizational material, provided that all such material is clearly identified and the  
31 organization accepts all responsibility for such material.  
32
- 33 B. Individual union members will not be prohibited from use of the school mail service  
34 including, but not limited to, school mailboxes, inter-school mail service, and district e-mail  
35 services per district policy and guidelines.  
36

### 37 ARTICLE XXIII - SUBSTITUTE TEACHERS 38

39 The Board agrees to maintain a list of substitute teachers for elementary and secondary schools, and  
40 every effort will be made to secure necessary substitutes for teachers who are absent. A teacher may  
41 request a particular substitute. When a teacher feels that a substitute has done an unsatisfactory job,  
42 the teacher should file a complaint with the principal. In addition, the teacher shall have the right to  
43 request a change of substitute through the building administrator. A laid-off teacher may, upon  
44 application, be granted priority status on the substitute teacher list.  
45

46 In order to achieve preparation time for elementary teachers, first priority for the use of substitute  
47 teachers beyond regular grade or special education placement shall be for the absence of special area  
48 teachers (e.g., art, vocal music, instrumental music, physical education).

49 It is mutually agreed that the common interest in the education of children requires consideration not  
50 only of the availability but the competencies and/or willingness of substitutes to render services in the

1 particularized special area(s).

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

ARTICLE XXIV - MISCELLANEOUS ARTICLES

- A. When a union member communicates as a citizen, the union member shall be free from administrative and institutional censorship and discipline. The union member bears a responsibility to clarify that the union member speaks as an individual and not on behalf of the school system.
- B. The Board will provide legal assistance for any union member who is sued for assault or negligence, provided that the alleged incident occurred in the course of performance of duties and that in the Board's opinion the union member was acting properly.
- C. The final responsibility for the selection of textbooks and other instructional materials rests with the Board and the Administration. However, union members will participate in such selections when a change in, or addition to, textbooks or other instructional materials is contemplated.
- D. Building principals will take into consideration the reasonable requests of union members for clerical assistance and attempt to provide such assistance with the existing secretarial staff.
- E. The Administration will continue to make a reasonable effort to provide off-street parking facilities for union members and to maintain such facilities during school in-session days.
- F. Interruption of classroom instruction shall be permitted only in cases of emergency or when no other reasonable alternative is possible.
- G. Those days or portions thereof designated as union member work days without students should be reserved, for the purpose of record keeping and for preparation for the ensuing semester. Building administrators will avoid scheduling meetings which might conflict with such purposes. Should the need for a teacher meeting arise, subject to mutual agreement of the parties, one shall be scheduled, lasting no more than one (1) hour in length.
- H. Each union member is entitled to freedom of discussion within the classroom on all matters which are relevant to the course of study and within the union member's area of professional competence.

In addition, recognizing that differing points of view do exist and that such differences should be identified and respected, the union member shall have the responsibility of providing the opportunity for the reasonable expression of relevant ideas on the part of students.

- I. Before eliminating programs, departmentalizing staff, issuing job specifications, or designating courses as "AVIP" offerings or offering inter-active video courses, the Administration will review its plans with the Union prior to making a final determination.
- J.
  - 1. No non-probationary union member shall be discharged without just cause and no union member shall be disciplined without just cause.
  - 2. A union member who is faced with disciplinary action or reprimand has the right to request immediate Union representation. If such representation is unavailable, the meeting shall be rescheduled within one working day.

- 1 K. 1. Should the temperature in any classroom fall below sixty degrees (60°) Fahrenheit for  
2 more than twenty-four (24) hours, the building administration shall make every effort  
3 to relocate said class until the situation is resolved.  
4  
5 2. The Board will provide each school with typing and reproduction equipment and  
6 supplies to aid union members in the preparation of instructional materials.  
7

8 ARTICLE XXV - WORKERS' COMPENSATION  
9

10 The policy pertaining to pay for union members injured while on duty for the school district follows:  
11

- 12 A. That the School District continue furnishing Workers' Compensation:  
13  
14 1. Benefits to be paid upon injury according to State regulations with a reserve  
15 established for each claim on file.  
16  
17 2. The responsibility for administering this program be given the Director of Business  
18 Services.  
19  
20 3. That any payment made under this coverage be charged under Fixed Charges-Workers'  
21 Compensation Insurance and a General Fund check be issued.  
22  
23 4. Union members who receive workers' compensation payments may use their accrued  
24 sick time, in a 1:3 ratio, to supplement their workers compensation to afford them a  
25 full salary until their sick time is exhausted.  
26

27 ARTICLE XXVI - HEALTH BENEFITS  
28

- 29 A. Introduction  
30  
31 1. The Dearborn Schools Employee Healthcare Program ("the Program") is created. It is a  
32 voluntary, unincorporated, association. The Program is an entity established by the  
33 Dearborn Federation of Teachers.  
34  
35 2. The Board will make contributions toward the cost of healthcare benefits which may  
36 include any or all of the following: hospital, medical, surgical, prescription drug, vision  
37 and dental insurance or other benefits through its payments to the entity designated by the  
38 Program.  
39  
40 3. The Program shall provide healthcare benefits to employees and eligible family members  
41 of employees of the Dearborn Public Schools who are in the bargaining unit represented  
42 by the Dearborn Federation of Teachers and who are entitled to and meet the Program's  
43 requirements for such benefits.  
44  
45 4. The Program has the sole responsibility and authority to determine benefit plans, carriers  
46 or service providers and to contract for the provision of such benefits as may be secured  
47 within the resources available. The Program may, to the extent authorized by its charter,  
48 change, terminate, amend or modify benefit plans, carriers or service providers without  
49 prior approval of the Board or persons eligible for coverage.

- 1 5. The responsibility of the Board with regard to employee healthcare is limited to this  
2 Article.
- 3
- 4 6. The Board shall cooperate with and assist the Program in communicating information  
5 which may bear upon administration of the benefits including but not limited to:  
6
  - 7 a. reporting of employee status information such as hire, termination, layoff, change from  
8 full to part time or the reverse;
  - 9
  - 10 b. distribution to employees of plan materials such as summaries, descriptions,  
11 enrollment and election forms;
  - 12
  - 13 c. referral of inquiries to the Program's administrator.
  - 14
- 15 7. Indemnification:  
16
  - 17 a. The Union acknowledges that the Employer shall not be liable for a bargaining unit  
18 member's medical bills or costs in the event the entity designated in the program to  
19 provide coverage fails to cover those costs for any reason including without limitation  
20 insolvency or inadequate reserves provided the Board has made all agreed upon  
21 contributions to the entity designated in the Program as specified herein.  
22
  - 23 b. The Union shall defend, indemnify and hold harmless the Board of Education from  
24 any claim or action initiated against the Board which alleges that Employee  
25 contributions have not been used in accordance with law. This provision does not  
26 apply to acts of negligence by the Board of Education or its employees.  
27
  - 28 c. The Board and its employees are responsible for its own acts of negligence.  
29

30 B. Board Contributions

- 31
- 32 1. The Board will make a monthly contribution by the 21<sup>st</sup> day of each month to any entity  
33 designated by the Program. Board contributions will be based upon the total of the number  
34 of Full Time Equivalent employees or fraction thereof as measured on the first day of the  
35 month prior to the month for which coverage is due and who are in the bargaining unit and  
36 are on active payroll or otherwise entitled to coverage under this or any other provision of  
37 the collective bargaining agreement.  
38
- 39 2. Payments will be:  
40
  - 41 a. From July 1, 2011 through June 30, 2012, the monthly contribution amount will be  
42 \$997.92 per Full Time Equivalent employee.
  - 43
  - 44 b. From July 1, 2012 through June 30, 2013, the monthly contribution will be \$1066.77  
45 per Full Time Equivalent employee.
  - 46
  - 47 c. From July 1, 2013 through June 30, 2014, the monthly contribution will be \$1087.77  
48 per Full Time Equivalent employee unless increased as provided by this provision.  
49 Any restoration by the State of Michigan of the reduction of per pupil funding from  
50 the 2008-2009 levels in excess of 7.1% will be used to increase the monthly



1 contribution from \$1087.77 to a maximum of \$1142.52.

- 2
- 3 3. The Board agrees to remit future Board and Employee Contributions obtained by payroll
- 4 deduction to the Fund's designated depository account or agent not later than the 21<sup>st</sup> day
- 5 of the month, or the next business day thereafter, prior to the month for which coverage is
- 6 provided.
- 7
- 8 4. Monthly Contributions by the Board to the Program shall be accompanied by a Remittance
- 9 Report. The Remittance Report may be transmitted electronically or by First Class Mail to
- 10 the address provided by the Program. The Remittance Report shall contain the name and
- 11 the Contribution amount for each bargaining unit member for whom Contributions are
- 12 made. The Board shall be responsible for the accuracy and completeness of the
- 13 Remittance Report.
- 14
- 15 5. The parties recognize and acknowledge that the Board's regular and prompt payment of
- 16 Contributions to the entity designated in the Program is essential to the maintenance and
- 17 operation of the Program, and that it would be extremely difficult if not impracticable to
- 18 repair or remedy the actual expenses and damage to the Program and to union members
- 19 and others receiving benefits under the Program as a result of the Board's failure to make
- 20 such payments in full and within the time provided.
- 21
- 22 6. If the Board fails to make Contributions (Board Contributions or Employee Contributions)
- 23 in the required amounts within the time provided in this agreement, it shall pay, in
- 24 addition to the Contributions due, the following amount as liquidated damages to
- 25 compensate the Program for the reasonable cost of delinquency collection
- 26
- 27 a. If paid after the due date but before a delinquency of six (6) business days, one percent
- 28 (1%) of the amount of unpaid Contributions owed;
- 29
- 30 b. If paid six (6) or more business days after the due date, two percent (2%) of the
- 31 amount of unpaid Contributions owed. In addition, Contributions not received on or
- 32 before the due date shall bear interest at the rate of five percent (5%) per annum on the
- 33 amount due, from the due date until paid.
- 34

35 C. Employee Contributions

- 36
- 37 1. The Program may require employee contributions. Employee contributions may be
- 38 required in such amount and for such purpose as the Program determines.
- 39
- 40 2. Each eligible employee who agrees to make an employee contribution shall execute a
- 41 consent to payroll withholding on a form to be mutually developed by the Board and the
- 42 Program.
- 43
- 44 a. The consent shall authorize the deduction by the Board from employee pay of such
- 45 amount and for such purpose as the authorization shall state.
- 46
- 47 b. The Board shall cause such deductions to be made and no administration charge or fee
- 48 shall be imposed on the process.
- 49

- 1 3. Employee contributions will be made on a pre tax basis on a “premium only” section 125  
2 cafeteria plan..
- 3
- 4 4. The amount of the employee contribution may be modified by the Program with notice to  
5 the Board and the affected employees.
- 6

7 D. Implementation

- 8
- 9 1. It is the goal of the parties to this agreement to begin providing coverage per this  
10 agreement by July 1, 2011 but no later than August 1, 2011.
- 11
- 12 2. Initial Provider
- 13
- 14 a. Commencing the first day this agreement is in effect, the designated provider of  
15 benefits will be the Midwest Employees Medical Benefits Association, through its  
16 Michigan State AFL-CIO Public Employees Health and Welfare Trust sub-fund  
17 ("MEMBA" or the Fund').
- 18
- 19 b. The Fund shall continue to be the provider unless notice to the contrary is provided to  
20 the Board by the Program.
- 21
- 22 c. The Board agrees to be covered by and to comply with the Agreement and Declaration  
23 of Trust Establishing MEMBA, effective May 1, 2005, and any amendments thereto; a  
24 copy of which shall be furnished to the Board. The Board shall execute a Participation  
25 Agreement with the Fund.
- 26
- 27 d. Binder Payment: Not later than May 1, 2011, the Board will deposit a binder payment  
28 in an amount equal to the monthly contribution of \$997.92 times the total number of  
29 Full Time Equivalent employees or fraction thereof who are on active payroll or  
30 otherwise entitled to coverage as of April 1, 2011. This shall be used to bind coverage.  
31 The binder payment will be applied to the last month’s coverage or refunded to the  
32 Board should the Program terminate its contract with the MEMBA
- 33

34 E. Board Rights and Responsibilities

- 35
- 36 1. The Board shall be provided both periodically and on reasonable request copies of data  
37 pertinent to the operation of the Program to include (but not limited to) program  
38 documents, claims made and covered and other experience data . The Board will be  
39 provided copies of the Program Charter, the Participation Agreement and any plan  
40 descriptions.
- 41
- 42 2. The Board shall from time to time execute such other documents and agreements as are  
43 consistent with this Article as may be necessary for the Program to operate.
- 44
- 45 3. The Board may designate an employee of the Board of Education to act as liaison to the  
46 Program. The liaison may attend meetings of the Program which are open to the public  
47 and such closed meetings to which the liaison is invited. The liaison may be recognized to  
48 speak at, but may not vote at, meetings of the Program. The attendance of the liaison at  
49 Program meetings does not change the responsibility of the Board of Education from that

1 defined in this Article.

2  
3 F. Duration

4  
5 Notwithstanding any contrary provision in the collective bargaining agreement, the  
6 obligations and rights set out in this Article shall remain in effect without interruption until  
7 June 30, 2014 (unless changed by mutual agreement) without regard to the expiration of other  
8 terms of this agreement.  
9

10 ARTICLE XXVII - GROUP TERM LIFE INSURANCE

- 11  
12 A. The Board will provide group term life insurance in the amount of the annual contract salary  
13 of each union member but in no case less than \$17,500; said insurance shall include accidental  
14 death and dismemberment benefits. All union members are eligible for such insurance. The  
15 union member will enroll and designate a beneficiary or beneficiaries on the proper  
16 application form.  
17  
18 B. Coverage for new union members will become effective the first of the month following the  
19 beginning date of employment, provided the necessary enrollment forms have been filed with  
20 the Payroll Department.  
21  
22 C. Union members being terminated or no longer receiving payroll checks have the option of  
23 applying for coverage under the policy on a direct payment basis under the rules established  
24 by the carrier.  
25

26 ARTICLE XXVIII - LONG TERM DISABILITY INSURANCE

27  
28 The Board will provide, at no cost to the Union, a long-term disability plan. Specifics of this plan  
29 will be as follows:

30  
31 60% of normal monthly earnings (to be defined as position on salary schedule plus  
32 longevity).

33  
34 Waiting period: 180 consecutive calendar days.

35  
36 Maximum annual covered salary: \$90,000 (based on 12 months).

37  
38 Coverage for nervous and mental disabilities -- two years or institutionalized.  
39 Full maternity coverage.

40  
41 Board will pay premiums for medical coverage for a period not to exceed three (3)  
42 months for teachers receiving long-term disability benefits.

43 The amount received from the insurance company will be reduced by any primary  
44 remuneration received, or for which the employee is eligible during the benefit  
45 period from the Board, the Michigan Public Schools Employees Retirement  
46 System, the Federal Social Security Act (both primary and dependent), the  
47 Workers' Compensation Act, the Railroad Retirement Act, Veterans' benefits or  
48 other such pensions, or payment for sick days.  
49

50 Monthly benefits will not be reduced by any statutory or cost-of-living increases in

1 Social Security or MPSERS benefits.

2  
3 The Union will be consulted regarding any change of carrier, details and  
4 implementation of this plan.

5  
6 Union members on Long-Term Disability will be placed on an extended health  
7 leave pursuant to Article XIV G.2.

8  
9 ARTICLE XXIX - HFCC TUITION WAIVER

10  
11 The dependent children (as defined by the annual insurance verification form) of union members shall  
12 be eligible for free tuition for credit courses offered by Henry Ford Community College. This is for  
13 tuition only and will not cover lab fees or any other fees.

14  
15 ARTICLE XXX - TRANSPORTATION ALLOWANCE

16  
17 Union members involved in school activities requiring the use of personal transportation shall be  
18 recompensed, at the basic IRS allowable rate as of June 1, preceding the fiscal year.

19  
20 ARTICLE XXXI - LONGEVITY

21  
22 Union members will be paid longevity beginning with the 14th, 19th and 24th year of service based  
23 on the following schedule:

24  
25 14th year - \$1,875 \*  
26 19th year - \$2,375  
27 24th year - \$2,875

28  
29 \* Union members receiving 14<sup>th</sup> year longevity for the 2010-11 school year will continue to receive  
30 longevity. All other union members will not be eligible for 14<sup>th</sup> year longevity.

31  
32 ARTICLE XXXII - EXTRA-INSTRUCTIONAL SERVICE PAY

33  
34 A. Summer School

35  
36 The summer school hourly rates will be as follows:

37  
38 2009-13 \$28.00

39  
40 B. Adult Education (credit courses)

41  
42 The Adult Education hourly rate for credit courses, Citizenship, GED Test Examiner and  
43 English for the Foreign Born will be as follows:

44  
45 2009-13 \$28.00

1 C. Adult Education (non-credit courses)

2  
3 The Adult Education hourly rates for non-credit courses will be as follows:

4  
5 2009-13 \$15.00 per hour  
6

7 D. Workshops

8  
9 Teachers selected as participants and presenters in workshop sessions, designated by the  
10 Division of Instructional Services as paid workshops, will be compensated for, at the  
11 following hourly rates:

12  
13 

	<u>Presenter</u>	<u>Participant</u>
2009-13	\$19.50 per hour	\$18.00 per hour

  
14  
15

16 E. Bilingual/Compensatory Education Enrichment programs

17  
18 The Bilingual/Compensatory Education Enrichment programs hourly rates will be as follows:

19  
20 2009-13 \$19.50 per hour  
21

22 The Bilingual/Compensatory Education Enrichment summer programs hourly rates will be as  
23 follows:

24  
25 2009-13 \$28.00 per hour  
26

27 ARTICLE XXXIII - RELEASED TIME SERVICES

28  
29 A. Conduct of Negotiation

30  
31 Pursuant to the provisions of Article XLII of this contract, negotiations shall be conducted  
32 between the dates of March 1 and the expiration date of this contract on such days and at such  
33 times as may be mutually agreeable to the parties involved, provided no cost accrues to the  
34 district.  
35

36 B. Released Time for Union President

37  
38 The president of the Union, or designated agent if the president is no longer in a position to  
39 fulfill the obligations as president, will be provided released time during the presidency, with  
40 no cost thereto accruing to the Board and with no penalty to the union member.  
41

- 42 1. Such released time as is granted will be on a semester-long or year-long basis, except  
43 for unforeseen situations that may arise during the term of office of the president.  
44 2. Such union member shall have the right to be restored to the specific position left  
45 unless other arrangements are mutually agreed upon by the union member and the  
46 Administration.  
47  
48 3. Should the president resign from, or be removed from office during the term of  
49 presidency, that person shall revert to the previous status as a union member with full  
50 rights and privileges as stated in this agreement, as soon as practicable but no

1 later than the beginning of the following semester; and the replacement as designated  
2 by the Union, shall immediately assume the position on a released time basis. (In such  
3 instance the Union will reimburse the Board for the cost of a substitute.)  
4

- 5 4. Should the president be incapacitated, that person would continue on the current basis  
6 for the remainder of the semester; and the replacement will be provided for by means  
7 of a substitute. (In such instance the Union will reimburse the Board for the cost of a  
8 substitute.)  
9
- 10 2. Each year, the president will be credited with nine (9) sick days. Such days,  
11 and days already accumulated which will be maintained to the president's credit, will  
12 not be used by the president during the term of the released time for Union service.  
13
- 14 6. The Union will reimburse the district for the actual salary paid to the president along  
15 with the actual cost of insurance benefits.  
16
- 17 7. The president's health benefits, as described in the contract, and life insurance  
18 coverage, will continue to be applicable throughout the period of released time.  
19
- 20 8. The terms of the Workers' Compensation coverage as provided by the Board will  
21 continue to apply to the president during this period.  
22

23 ARTICLE XXXIV - EXTRA-PAY SCHEDULE ACTIVITIES  
24

25 Extra-pay positions must be posted and applied for annually. Extra-pay positions will be posted in  
26 the base building first, for a period of 5 working days. Any union member currently holding an extra-  
27 pay position will be considered a member of the base building for posting purposes. If the position  
28 cannot be properly filled from the base building, it will be posted in all buildings. Ten school days  
29 shall be allowed for applications from union members. Candidates other than union members are to  
30 be considered only when the assignment cannot be properly filled by a union member.  
31

32 Whenever possible, such assignments shall be made by May 15 of the current school year. Union  
33 members may be assigned multiple extra-pay assignments as long as the activities do not overlap and  
34 that all qualifications/criteria listed in the extra-pay postings are followed. Copies of all extra-pay  
35 duties, criteria, and required number of participants associated with each extra-pay assignment will be  
36 on file at all schools.  
37

38 Extra compensation shall be paid for at the rates indicated below for such of the following  
39 assignments as are made that are below the regular teaching load and/or day. The percentage rate  
40 shown shall be applied to the average contract salary to be paid P-12 union members for the previous  
41 school year in which the activity was conducted. However, the parties agree that there will be no  
42 diminution in the dollar amounts paid during the previous school year.  
43 As needs arise, new classifications for Extra-Pay Schedule Activities may be added during the term of  
44 the Agreement by the Board. The rates of compensation for these new classifications will be  
45 established by the Board after negotiating with the Union and added to the Extra-Pay Schedule.  
46

1				
2		Senior High	Middle school	Elementary
3	Classification	<u>% Rate</u>	<u>% Rate</u>	<u>% Rate</u>
4				
5	Football - Head Coach	9.50%	4.75%	
6	Football - Asst. Coach	6.00%	4.75%	
7	Football - 9th Grade Coach	6.00%		
8	Cross Country	4.75%		
9	Basketball - Head Coach	9.50%	4.75%	
10	Basketball - Asst. Coach	6.00%		
11	Basketball - 9th Grade Coach	6.00%		
12	Swimming - Head Coach	9.50%	4.75%	
13	Swimming - Asst. Coach	6.00%		
14	Wrestling - Head Coach	9.50%		
15	Wrestling - Asst. Coach	6.00%		
16	Baseball - Head Coach	6.00%		
17	Baseball - Asst. Coach			
18	(If Reserve & Schedule)	4.75%		
19	Softball - Head Coach	6.00%		
20	Softball - Asst. Coach			
21	(If Reserve & Schedule)	4.75%		
22	Track - Head Coach	6.00%	4.75%	
23	Track - Asst. Coach	4.75%	4.75%	
24	Soccer - Head Coach	4.75%		
25	Soccer - JV Coach	3.75%		
26	Tennis - Head Coach	4.75%		
27	Tennis - Asst. Coach	3.75%		
28	Golf	3.75%		
29	Ice Hockey – Head Coach	9.50%		
30	Ice Hockey – Asst. Coach	6.00%		
31	Field Hockey - Head Coach	5.25%		
32	Field Hockey - Asst. Coach	3.75%		
33	Gymnastics - Head Coach	9.50%		
34	Gymnastics - Asst. Coach	6.00%		
35	Volleyball - Head Coach	9.50%	4.75%	
36	Volleyball - Asst. Coach	6.00%		
37	Volleyball - 9th Grade Coach	6.00%		
38	National Honor Society	7.25%		
39	BPA - Business Professionals of			
40	America	3.00%		
41	DECA – Association of Marketing			
42	Students	3.00%		
43	HOSA – Health Occupations Student			
44	Organization	3.00%		
45	Ignite/Gifted & Talented/Advanced			
46	Placement	9.50%	3.75%	
47	Detention Room Supervisor	7.25%	7.25%	
48	Photography	7.25%		
49	Annual	7.25%		
50	Newspaper	7.25%	2.05%*	

1		Senior High	Middle school	Elementary
2	Classification	<u>% Rate</u>	<u>% Rate</u>	<u>% Rate</u>
3				
4	Debate/Forensics	7.25%		
5	Dramatics	7.25%		
6	Student Council	7.25%	3.75%	
7	Intramurals	8.00%	8.00%	
8	Athletic Director	9.50%	4.75%	
9	Faculty Manager	7.25%		
10	Cheerleading	7.25%	3.75%	
11	Choral Music	7.25%	3.75%	
12	Instrumental Music	7.25%	3.75%	
13	Model UN	5.25%		
14	Thornly Court	3.75%		
15	Safety Patrol			3.40%
16	Service Squad			3.40%
17	Honors Choir, Director		3.75%	3.75%
18	Honors Choir, Accompanist		3.40%	3.40%
19	Ignite Catalyst Teacher			3.40%
20	Academic Games		4.75%	
21	League Coordinator**			
22	Chess Competition	3.75%	3.75%	3.75%
23	Challenge Bowl	4.75%		
24	MOOT Court	5.25%		
25	Literary Magazine	3.75%		
26	Odyssey of the Mind			2.05%
27	French Back to Back			3.75%
28	Future Problem Solving			2.05%
29	Robotics	3.75%		
30	Math Counts Coach		2.05%	
31	BACSTOP	3.75%	3.75%	3.75%
32	Academic Enrichment Fund		3.75%	3.75%

34 \*Regular scheduled and outside class

35 \*\*If the individual serving as League Coordinator also serves as an Academic Games Team Coach or  
36 a Chess Team Coach, the combined rate will be 6.00%.

37

### 38 ACADEMIC ENRICHMENT FUNDS

39

40 Academic Enrichment Funds will be used to provide stipends to union members for the promotion of  
41 innovative activities for elementary and middle school students outside of the regular school  
42 day.

43

44 The Academic Enrichment Fund is to be administered by a building committee. Proposals will be  
45 submitted to the building committee no later than the third week in September. The committee will  
46 act on proposals within five working days.

47

48 At the elementary level, the committee will include the principal, one primary teacher, one later  
49 elementary teacher and one special area teacher, one of which must be the Union building  
50 representative. At the middle school level the committee will include the building principal, the



1 Union building representative and two other members of the staff.  
2 Proposals must be submitted each year. The committee will reallocate funds each year.

3  
4 Category 4:

5  
6 Activities that run from October to May and meet twice a week -- funding not to exceed 100% of  
7 fund.

8 Category 3:  
9

10 Activities that are between twenty (20) and thirty (30) weeks in length and meet once or twice a week  
11 -- funding not to exceed 75% of fund.

12  
13 Category 2:

14  
15 Activities that are between ten (10) and twenty (20) weeks in length and meet once or twice a week --  
16 funding not to exceed 50% of fund.

17  
18 Category 1:

19  
20 Activities that are ten (10) weeks and meet once or twice a week -- funding not to exceed 25% of  
21 fund.

22  
23 Activities will be evaluated each year and a file will be maintained in each building and in the  
24 Division of Instruction.

25  
26 ARTICLE XXXV - COMPENSATION

27  
28 A. The salaries of union members covered by this agreement are set forth in Article XXXVI of  
29 this Agreement. Such salary schedule shall remain in effect during the term of this agreement  
30 with the following stipulation:

- 31
- 32 1. All union members will experience a step and wage freeze for 2009-10.
  - 33
  - 34 2. The salary schedule will be changed from the 2008-09 12-15 step schedule to a new 17-18  
35 step schedule as of the date of ratification of the 2009-13 contract.
  - 36
  - 37 3. Union members with a seniority date prior to September 1, 2010 shall move from their  
38 current salary to the salary step in the 2010-2011 Initial Placement Schedule that  
39 represents a minimum 3% increase. Union members with a seniority date of September 1,  
40 2010 or later, will remain on the same step of the 2010-2011 Initial Placement Schedule.  
41 Union members currently on the top step, move to the top step of the 2010-2011 Initial  
42 Placement Schedule. After placement on the 2010-11 Initial Placement Schedule, Union  
43 members will move to the same step on the 2010-2011 Salary Schedule.
  - 44
  - 45 4. The 2010-2011 Salary Schedule represents a maximum 3% reduction on the top step and a  
46 maximum 3.5% reduction on all other steps and will be implemented as of ratification of  
47 the 2009-13 contract for the remainder of the 2010-11 contract year. These reductions will  
48 not be retroactive.
  - 49
  - 50 5. The 2011-13 Salary Schedule represents a maximum 3.10% reduction on the top step, and

1 a maximum 3.63% reduction on all other steps from the 2010-2011 Salary Schedule.

2  
3 6. Step movement will take place in the 2011-12 and 2012-13 contract years.

4  
5 7. During the term of this contract, restoration by the State of Michigan of the reduction of per  
6 pupil funding from the 2008-2009 levels of 1.1% or less, will be used to restore an  
7 equivalent percentage of teaching positions.

8  
9 8. Restoration by the State of Michigan of the reduction of per pupil funding from the 2008-  
10 2009 levels in excess of 1.1% up to and including 7.1% will be used to restore an  
11 equivalent percentage to the applicable Salary Schedule.

12  
13 9. Restoration by the State of Michigan of the reduction of per pupil funding from the 2008-  
14 2009 levels in excess of 7.1% will be used to increase the Board's monthly healthcare  
15 contribution per Article XXVI B2 c.

16  
17 B. The contract salaries of all union members shall be paid on a ten (10) month schedule.  
18 Paychecks shall be issued bi-weekly.

19  
20 Union members will have the option to be paid on a twelve (12) month schedule, paychecks  
21 issued bi-weekly.

22  
23 The request to be paid on a twelve (12) month schedule must be submitted in writing by June  
24 15 for the following school year. A union member who makes a timely request to be paid on  
25 a twelve month schedule will continue to be paid on a twelve (12) month schedule in  
26 subsequent school years unless the teacher requests payment on a ten (10) month schedule by  
27 June 15 of any year for the following school year. The method of pay may not be changed for  
28 one year after the request is made. For those receiving twelve (12) installments, pay will  
29 commence in September and end in August.

30  
31 C. The Board shall pay on a current basis those monies earned for extra-pay for extra-duty  
32 responsibilities which are year-long in nature. Those responsibilities which are not year-long  
33 shall be paid as currently practiced.

34  
35 D. The salaries of all union members employed for the summer school session shall be paid in  
36 two installments: the first approximately halfway through the summer session and the second  
37 on the last day of summer school.

38  
39 E. The Board shall make all payroll deductions as required by law and such other deductions as  
40 currently practiced.

41  
42 F. 1. When a scheduled pay date falls on a non-contract working day, all Union Members  
43 who do not have direct deposit shall have negotiable paychecks mailed to the address  
44 on file with the Department of Human Resources prior to the scheduled pay date.

45  
46 2. All Union members who do not have direct deposit shall have their July and August  
47 paychecks mailed to the address on file with the Department of Human Resources  
48 prior to the scheduled pay date.

49  
50 G. A union member qualifying for a higher salary schedule shall move to the appropriate

1 schedule at a step commensurate with step placement on the current salary schedule (plus  
2 years at maximum if at the top step on that schedule). Such movement shall take place at the  
3 beginning of a semester, either in January or September, whichever comes first after such  
4 qualification, provided written application is made within one month after the beginning of  
5 the semester. Academic courses completed must be from an accredited college or university.  
6

7 H. Teachers with a permanent occupational certificate in Trade and Industry, Business Education,  
8 or Occupational Homemaking will be placed on the Master's lane or, if applicable, Master's +  
9 30 or Master's +60 lane provided written application is made to the Department of Human  
10 Resources within thirty (30) days of the beginning of the semester following the completion of  
11 such requirements. It is expected that proper documentation will be furnished. Likewise, all  
12 other professional staff members who have a two-year Master's degree will be placed on the  
13 Master's + 30 or, if applicable, Master's + 60 lane. The academic courses completed must be  
14 toward an M.A., Ed.S., Ed.D., or Ph.D. degree or be within or related to the field in which the  
15 teacher is or may be assigned.  
16

17 I. A union member who is laid off under provisions of this agreement, and:  
18

- 19 1. has not been given a letter of reasonable assurance of recall by June 30<sup>th</sup> of the year in  
20 which they were laid off and;  
21
- 22 2. who is subsequently recalled to a teaching position during or before the first week of  
23 the semester following the summer layoff,  
24

25 will be paid according to an annual salary rate, such that his/her unemployment compensation  
26 plus that annual salary rate will be equal to the rate of salary he/she would have earned for the  
27 school year had he/she not been laid off. Upon recall to a teaching position, or notice of  
28 reasonable assurance of recall, benefits will be reinstated.  
29

30 The COBRA cost of benefits, if applicable, shall be deducted from any unemployment  
31 compensation collected by the district.  
32

### 33 ARTICLE XXXVI - P-12 SALARY SCHEDULE 34

35 A. The Board will pay the noncontributory portion of retirement for all union members.  
36

- 37 1. See attached 2009-10 Salary Schedule.  
38
- 39 2. See attached 2010-11 Initial Placement Schedule.  
40
- 41 3. See attached 2010-11 Salary Schedule.  
42
- 43 4. See attached 2011-13 Salary Schedule.  
44
- 45 5. A new Salary Schedule will be made at such time as state per pupil funding levels are  
46 restored per Article XXXV, 8.  
47

1 Union members who have earned a Juris Doctorate degree from an accredited university will  
 2 receive the appropriate Master's step. All hours taken for a Juris Doctorate will only be  
 3 equivalent to the Master's pay level. Employees who earned the degree prior to their hire date  
 4 will be placed on the appropriate Master's step for the current school year and no retroactive  
 5 pay will be dispersed.

6  
 7 2009-10 Salary Schedule

8		Bachelors	Masters	Masters	Masters	EdD or PhD
9		Degree	Degree	Degree + 30	Degree + 60	Degree
10	Step					
11	1	36,206				
12	2	37,436	39,181	39,528	40,561	41,038
13	3	40,089	40,970	42,896	44,035	44,544
14	4	43,262	43,996	46,244	47,373	47,896
15	5	46,988	47,729	49,931	51,075	51,623
16	6	51,068	51,804	54,013	55,149	55,696
17	7	55,515	56,279	58,504	59,632	60,157
18	8	60,799	61,552	63,795	64,917	65,458
19	9	64,819	65,731	67,865	68,996	69,441
20	10	68,768	69,863	71,947	73,099	73,628
21	11	72,394	74,005	76,026	77,183	77,666
22	12	75,206	78,004	80,119	81,190	81,146
23	13		82,254	84,401	85,520	85,630
24	14		85,154	87,240	88,358	88,821
25	15					91,804

26  
 27 2010-11 Initial Placement Schedule

28		Bachelors	Masters	Masters	Masters	EdD or PhD
29		Degree	Degree	Degree + 30	Degree + 60	Degree
30	Step					
31	1	36,206	39,181	39,528	40,561	41,038
32	2	38,378	41,532	41,900	42,995	43,500
33	3	40,681	44,024	44,414	45,574	46,110
34	4	43,122	46,665	47,078	48,309	48,877
35	5	45,709	49,232	49,668	50,966	51,810
36	6	48,452	51,693	52,151	53,514	54,918
37	7	50,874	54,278	54,759	56,190	57,664
38	8	53,418	56,992	57,497	58,718	60,547
39	9	56,089	59,699	60,372	61,361	63,575
40	10	58,333	62,386	63,088	64,122	66,435
41	11	60,666	65,193	65,927	67,077	69,425
42	12	63,093	68,127	68,894	70,023	72,549
43	13	65,616	70,852	71,650	72,824	75,451
44	14	67,913	73,509	74,516	75,737	78,469
45	15	70,290	76,265	77,496	78,766	81,608
46	16	72,926	79,125	80,596	81,917	84,872
47	17	75,206	82,092	83,820	85,193	88,267
48	18		85,154	87,240	88,358	91,804

2010-11 Initial Salary Schedule

Step	Bachelors Degree	Masters Degree	Masters Degree + 30	Masters Degree + 60	EdD or PhD Degree
1	34,939	37,810	38,145	39,141	39,602
2	37,035	40,078	40,433	41,490	41,978
3	39,257	42,483	42,859	43,979	44,496
4	41,613	45,032	45,431	46,618	47,166
5	44,109	47,509	47,929	49,182	49,996
6	46,756	49,884	50,326	51,641	52,996
7	49,094	52,378	52,842	54,223	55,646
8	51,548	54,997	55,484	56,663	58,428
9	54,126	57,610	58,259	59,213	61,349
10	56,291	60,202	60,880	61,878	64,110
11	58,543	62,911	63,620	64,662	66,995
12	60,884	65,742	66,483	67,572	70,010
13	63,320	68,372	69,142	70,275	72,810
14	65,536	70,936	71,908	73,086	75,723
15	67,830	73,596	74,784	76,009	78,752
16	70,373	76,356	77,775	79,050	81,902
17	72,950	79,219	80,886	82,212	85,178
18		82,599	84,623	85,707	89,050

2011-13 Salary Schedule

Step	Bachelors Degree	Masters Degree	Masters Degree + 30	Masters Degree + 60	EdD or PhD Degree
1	33,672	36,438	36,761	37,722	38,165
2	35,692	38,625	38,967	39,985	40,455
3	37,833	40,942	41,305	42,384	42,883
4	40,103	43,399	43,783	44,927	45,456
5	42,510	45,786	46,191	47,398	48,183
6	45,060	48,075	48,501	49,768	51,074
7	47,313	50,479	50,926	52,256	53,628
8	49,679	53,003	53,472	54,608	56,309
9	52,163	55,520	56,146	57,065	59,124
10	54,249	58,019	58,672	59,633	61,785
11	56,419	60,629	61,312	62,317	64,565
12	58,676	63,358	64,071	65,121	67,471
13	61,023	65,892	66,634	67,726	70,170
14	63,159	68,363	69,300	70,435	72,976
15	65,369	70,927	72,072	73,252	75,895
16	67,821	73,586	74,954	76,182	78,931
17	70,694	76,346	77,953	79,230	82,088
18		80,045	82,006	83,057	86,296

The Master's + 30 lane shall be paid to union members who have thirty (30) graduate semester hours in excess of those used in obtaining their Master's degree.

1 The Master's + 60 lane shall be paid to union members who have sixty (60) graduate semester  
2 hours in excess of those used in obtaining their Master's degree.

3  
4 B. Credit for Previous Experience

- 5  
6 1. Newly hired union members employed by the Board or recalled from laid off status  
7 will be given credit for full-time public education experience up to five (5) years or up  
8 to two (2) years for private education experience provided that:  
9
- 10 a. During each of these years, the teacher had at least a Bachelor's degree and a  
11 Michigan provisional or permanent certificate or the equivalent from another  
12 state; and,
  - 13 b. The experience was within a ten (10) year period prior to the hire date, and  
14 provided that the provisional or permanent certificate did not expire during this  
15 period. Additional credit for full-time public education teaching experience  
16 may be granted.
- 17  
18 2. Union members who have served in the regular armed forces of the United States will  
19 be given experience credit of one-half year for each year of military service up to four  
20 (4) years of such service.  
21  
22 3. New union members employed by the Board or recalled from laid off status will be  
23 given credit for each full year of work experience (meaning at least eleven (11)  
24 consecutive months of full-time employment with a given employer) directly  
25 pertaining to their teaching assignment, the pertinence of the work experience to be  
26 decided by the Director of Human Resources. Experience necessary for the  
27 achievement of vocational certification will not be considered as creditable in any  
28 instance where vocational certification is accepted in lieu of a Master's degree for  
29 salary determination purposes.  
30  
31

32 ARTICLE XXXVII - WAIVER CLAUSE

33  
34 The parties acknowledge that during the negotiations which resulted in this agreement, each had the  
35 unlimited right and opportunity to make demands and proposals with respect to any subject or matter  
36 not removed by law from the area of collective bargaining, and that the understandings and  
37 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this  
38 Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and  
39 unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain  
40 collectively with respect to any subject or matter referred to or covered in this Agreement, or with  
41 respect to any subject or matter not specifically referred to or covered in this Agreement, even though  
42 such subjects or matters may not have been within the knowledge or contemplation of either or both  
43 of the parties at the time that they negotiated or signed this Agreement, except as provided in Article  
44 XLIII of this Agreement.  
45

46 ARTICLE XXXVIII - CONFORMITY TO LAW CLAUSE

47  
48 This Agreement is subject in all respects to the laws of the State of Michigan and all federal laws with  
49 respect to the powers, rights, duties and obligations of the Board, the Union and employees in the  
50 bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be

1 contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal  
2 has been taken within the time provided for doing so, such provisions shall be void and inoperative.  
3 However, at the option of either party to the contract, the specific provision, thus voided, and that  
4 provision only, shall be immediately subject to negotiations. All other provisions of this Agreement  
5 shall continue in effect.

6  
7 This clause is inserted into this document pursuant to 2011 PA 9.  
8

9 “(7) Each collective bargaining agreement entered into between a public employer and public  
10 employees under this act after the effective date of the amendatory act that added this subsection shall  
11 include a provision that allows an emergency manager appointed under the local government and  
12 school district fiscal accountability act to reject, modify, or terminate the collective bargaining  
13 agreement as provided in the local government and school district fiscal accountability act. Provisions  
14 required by this subsection are prohibited subjects of bargaining under this act.”

15 By signing this agreement the Union does not agree or acknowledge that this provision is binding on  
16 the union.

17 The Union reserves the right to assert, where appropriate, that this clause is not enforceable.

18  
19 ARTICLE XXXIX - MATTERS CONTRARY TO AGREEMENT  
20

21 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be  
22 contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent  
23 terms contained in any individual teacher contracts heretofore in effect.  
24

25 All individual union member contracts shall be subject to the terms of this Agreement, and this  
26 Agreement shall be part of the established personnel policies of the Board affecting union members.  
27

28 ARTICLE XL - SHARED TEACHING ASSIGNMENTS  
29

30 A. Purpose  
31

- 32 1. This shared teaching program was developed to allow pairs of tenured teachers  
33 employed by the Dearborn Public Schools to voluntarily share full-time assignments in  
34 order to recall laid-off teachers, increase work options, improve staff morale and  
35 productivity, and enable employees to better meet the dual responsibilities of family  
36 and work.  
37

38 B. Procedure  
39

- 40 1. It is the responsibility of each shared teaching team to submit a plan to the  
41 Department of Human Resources which addresses the following  
42 considerations:  
43  
44 a. The names of the teachers who form the partnership.  
45 b. When each partner will teach.  
46 c. How the curriculum will be divided.  
47 d. When joint planning will take place.  
48 e. How various duties associated with the shared time positions will be

1 handled, including but not limited to meetings, marking of report cards,  
2 extra curricular and committee assignments, IEP's, MET, and student  
3 study teams.  
4 f. How parent conference, open house and other responsibilities be  
5 accomplished.  
6

7 One representative of the Department of Human Resources and one representative of the  
8 Union will facilitate the implementation of this program. Individual teachers who wish to  
9 participate will be provided with the names, teaching assignments, and other contact  
10 information regarding other individuals who are interested in the program.  
11

12 A representative of the Department of Human Resources, the building principal or appropriate  
13 systemwide administrator and two representatives of the Union may meet with a shared  
14 teaching team to review the plan submitted. The building principal will have the opportunity  
15 to interview teachers who wish to share an assignment in his/her building.  
16

### 17 C. Employee Conditions Under Shared Teaching

- 18 1. Decisions regarding the selection of participants or the discontinuation of shared time  
19 assignments will not be subject to the grievance procedure.  
20
- 21 2. The following positions will not be available for shared-time assignments: Resource  
22 teacher, consulting teacher, counselor, department chairperson, athletic director, and  
23 special education pre-school or special education early elementary programs (K-2).  
24
- 25 3. When the termination of the shared teaching assignment is within two (2) years, both  
26 teachers will be assigned to their former building or department, provided such  
27 arrangements are not in conflict with other provisions of the contract. In the case of  
28 special education assignments, return will be to the former assignment or comparable  
29 assignment subject to caseload adjustments. If the termination occurs after three (3)  
30 years of the shared teaching assignment, the partner with the highest district seniority  
31 retains the current assignment and the partner with the lower district seniority will be  
32 surplus. The less senior partner may retain the current assignment if through the  
33 mutual agreement of the senior partner the senior partner is voluntarily surplus.  
34 Consistent with the provisions of Article IX B1.d. avoidance of the declaration of  
35 surplus of either partner shall be made before a primary vacancy open to transfer is  
36 declared.  
37
- 38 4. All shared teaching assignments in this program will be for one school year. All  
39 applicants must reapply on a yearly basis.  
40
- 41 5. Shared-time teachers at the secondary level shall be compensated at the rate of one-  
42 half regular pay. A shared-time assignment would preclude a teacher from teaching  
43 more than half the load of a full-time teacher; e.g. five classes at the secondary level.  
44 For example: During the first semester, teacher A's schedule would include two  
45 classes plus one preparation period; teacher B's schedule would include three classes.  
46 During the second semester, teacher A would have three classes, and teacher B would  
47 have two classes plus one preparation period. Shared-time teachers at the elementary  
48 level will receive .5 for A.M. or P.M. assignment. Departmental art, music and  
49 physical education teachers will be compensated at .4, .5 or .6 depending upon their  
50



1 assignments.

- 2 6. Individuals in shared teaching assignments shall receive fringe benefits on a pro rata  
3 basis. For example, for a .5 teacher, the Board will pay 50% of premiums. Sick and  
4 personal business days will be granted on a pro rata basis. It is understood that the  
5 teachers will pay his/her portion of L.T.D., which is based on their annual salary.  
6
- 7 7. Each teacher on a shared teaching assignment will be granted a full year of seniority  
8 and a full year of experience on the salary schedule. Retirement credit is prorated by  
9 the State Retirement Office in relation to the hours worked per day. To receive a  
10 retirement year requires an individual to work 6 hours per day for 170 days. Teachers  
11 working 3 hours per day would receive a half year of retirement credit.  
12
- 13 8. Full preparation time will be provided and will be divided as equitably as possible  
14 given the nature of the assignment.  
15
- 16 9. Extra curricular assignments and/or duties for shared teachers shall equal that of a full-  
17 time teaching assignment.  
18
- 19 10. Those sharing teacher assignments will be required to attend required inservice, staff  
20 meetings, parent conferences, special education, student study team, multi-disciplinary  
21 evaluation team, and individualized educational planning committee meetings, open  
22 houses and carry out committee assignments normally participated in by a full-time  
23 teacher as mutually agreed upon in the shared-time teaching application and approved  
24 by the school administrator. All shared time applicants agree to meet the state  
25 guidelines for professional development.  
26
- 27 11. A teacher who becomes part of a shared assignment will not be granted a transfer  
28 during the school year. The primary vacancy in question will be filled by a laid off  
29 teacher or a new hire if the vacancy occurs prior to April 15. The transfer of the  
30 shared-time teacher shall then be effectuated at the beginning of the Fall Semester.  
31
- 32 12. During the second semester of the school year, a committee shall be formed with equal  
33 numbers of representatives from the Administration and the Union. The union  
34 representatives shall be appointed by the Union. The charge of this committee shall be  
35 to evaluate the shared teaching program and make further recommendations.  
36
- 37 13. The shared teaching program shall be limited to no more than twenty-five (25) teams.  
38 The teams shall be selected from among the applicants. Copies of approved  
39 applications will be forwarded to the Union office. Applications will be reviewed by a  
40 joint committee made up of equal numbers of representatives from the Administration  
41 and from the Union. The Union representatives to the committee shall be appointed  
42 by the Union. The final decision to approve or deny an application shall rest with the  
43 Director(s) of Elementary/Secondary Education.  
44
- 45 14. Under this program, no procedure shall be established that creates any binding  
46 obligation in the future.  
47

48 ARTICLE XLI - DFT SICK BANK

- 49 A. The Central Sick Leave Bank (CSLB) is created. The purpose of the Bank is to provide  
50

1 income continuation to any union member who has suffered a catastrophic illness and who has  
2 reduced his/her personal sick leave bank to the “Deductible Amount”. Persons receiving  
3 CSLB benefits will be treated as if consuming days from their personal sick leave bank with  
4 wages and benefits continued accordingly.  
5

- 6 B. All union members may apply for CSLB benefits when they have exhausted their personal  
7 sick leave bank.  
8
- 9 C. CSLB benefits are available to persons who meet the criteria expressed here. A person is  
10 eligible for benefits only if he/she suffered a catastrophic illness or injury. This term means  
11 an injury that is life-threatening or disabling in which the person requires extensive treatment  
12 and follow-up therapy or convalescence. A catastrophic illness or injury does not include the  
13 ordinary diseases of life.  
14
- 15 D. The CSLB shall be funded by contributions from the personal sick leave banks of each union  
16 member. The balance of each member’s bank will be reduced by one day on the pay date  
17 nearest to October 15 of each year. The CSLB will not fall below one hundred days. An  
18 additional deduction of one day will be made whenever the CSLB reaches a balance of one  
19 hundred days. The CSLB shall not exceed one thousand days. No additional deductions will  
20 be made when the CSLB reaches one thousand days.  
21
- 22 E. CSLB benefits will commence when the CSLB Committee determines that the union member  
23 is eligible.  
24
- 25 F. CSLB benefits will stop when the CSLB Committee determines that the union member is  
26 eligible for long-term disability insurance as provided by the then current collective  
27 bargaining agreement.  
28
- 29 G. CSLB benefits are not subject to repayment by the eligible person.  
30

31 The Central Sick Leave Bank Committee  
32

- 33 I.  
34
  - 35 A. The Central Sick Leave Bank Committee is created. The committee is responsible for  
36 considering requests for benefits under the Central Sick Leave Bank. This committee  
37 shall consist of six persons, three of whom shall be appointed by the Union, three of  
38 whom shall be appointed by the Dearborn Superintendent of Schools.  
39
  - 40 B. The committee may meet and conduct business when at least five members are  
41 present. A decision will be made by majority vote of the persons then present.  
42
  - 43 C. The committee shall designate a chair. The chair shall be responsible for calling  
44 regular and special meetings, and maintaining decorum.  
45
  - 46 D. The decision of the committee to grant or deny benefits is final and binding on the  
47 applicant, the Union and the Board. The decision of CSLB shall be final and cannot  
48 be appealed to the Union membership or the Board.  
49
  - 50 E. Vacancies in committee positions may be filled at any time by the party responsible for

1 appointing the incumbent.

2 II.

- 3
- 4 A. CSLB benefits are available to persons who meet the criteria expressed here.
- 5
- 6 B. On initial application, an applicant shall submit adequate verification of any  
7 application for CSLB benefits. Verification shall include, at a minimum, a statement  
8 by two licensed health care professionals, at least one of whom shall be licensed to  
9 practice medicine, which shall describe the illness or injury suffered, verify that  
10 treatment has been provided, and describe the length of confinement to be required.  
11 The statement shall include a diagnosis, prognosis, treatment plan and explanation as  
12 to why the illness or injury is catastrophic or life-threatening. The committee may  
13 require additional verification.
- 14
- 15 C. The committee may require the applicant to be examined by an expert of the  
16 committee's choice; may require the applicant to approve disclosure of medical or  
17 hospital records.
- 18
- 19 D. No application will be considered if filed more than 30 work days after the applicant  
20 has exhausted the deductible amount. The committee may waive this requirement for  
21 good cause.
- 22 E. The committee may terminate benefits previously granted or refuse to grant additional  
23 benefits if:
- 24
- 25 1. The applicant fails to, refuses to, provide verification of his/her illness or  
26 injury.
- 27
- 28 2. The committee determines that the applicant has obtained benefits through  
29 misrepresentation or fraud.
- 30
- 31 2. The committee determines that the applicant's continued use of benefits is  
32 contrary to the purposes for which the CSLB was created. The decision of the  
33 committee is final and binding on the applicant.
- 34
- 35 F. Each person receiving CSLB benefits must apply for benefits under the long-term  
36 disability insurance plan then in effect. The CSLB committee has discretion to waive  
37 this requirement.
- 38
- 39 G. CSLB benefits may not be used in lieu of disability retirement, general retirement or  
40 contract benefits to which the person is eligible. The CSLB committee has authority  
41 to refuse or terminate benefits paid to a person who the committee determines is  
42 eligible for other contract benefits.
- 43
- 44 H. The decision of the committee is final and not subject to the grievance procedure.
- 45

46 ARTICLE XLII - DURATION OF CONTRACT

47

48 This Agreement shall be effective on July 1, 2009, and shall continue in full force and effect until  
49 June 30, 2013, except that the provisions of this contract shall apply to all summer school union  
50 members until the end of the summer session. On or about March 1, 2013, either party may give

1 written notice to the other of its desire to negotiate a new agreement for the following year; and  
2 meetings for that purpose will begin at a time mutually agreeable to the parties. Provided, however,  
3 that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board  
4 to commit an unfair labor practice(s) or otherwise violate the law by any improper recognition of or  
5 support or assistance to the Union.

6  
7 ARTICLE XLIII - IMPLEMENTATION MEETINGS  
8

- 9 A. Upon request, the Superintendent will meet informally with the President of the Union on  
10 matters relating to the implementation of this Agreement or other matters of mutual concern.  
11 Such meetings will not exceed one per month except by mutual agreement.  
12
- 13 B. Upon request, the building administrator will meet informally with the Union building  
14 representative on matters relating to the implementation of this Agreement or other matters of  
15 mutual concern. Such meetings will not exceed one per month except by mutual agreement.  
16
- 17 C. Meetings involving matters related to implementation or enforcement of contract which are  
18 scheduled at times mutually agreeable to the Administration and the Union, shall be attended  
19 by a reasonable number of appropriate Union representatives without penalty to the union  
20 members involved or to the Union.  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

1 IN WITNESS WHEREOF, the parties have executed this document by their duly authorized  
2 representatives this 26<sup>th</sup> day of April, 2011.

3  
4 FOR THE BOARD

FOR THE UNION

5  
6  
7 \_\_\_\_\_  
8 James Schoolmaster, President

\_\_\_\_\_   
Christine Sipperley, President, DFT

9  
10  
11 \_\_\_\_\_  
12 Brian Whiston, Superintendent

\_\_\_\_\_   
David Atkins, Executive Vice-President

13  
14  
15  
16  
17 \_\_\_\_\_  
18 Kathleen McCormick  
19 Elementary Representative

20  
21  
22  
23 \_\_\_\_\_  
24 John Lenders, Executive Treasurer

25  
26  
27 \_\_\_\_\_  
28 Tina Cosenza  
29 Secondary Representative

1 LETTER OF UNDERSTANDING #1  
2 BETWEEN DEARBORN BOARD OF EDUCATION  
3 AND  
4 DEARBORN FEDERATION OF TEACHERS  
5

6 Beginning and Ending Times  
7  
8

9 The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation  
10 of Teachers (hereinafter referred to as the D.F.T.), whereas the above mentioned parties agree as  
11 follows:  
12

13 That the beginning and ending times will be as follows:  
14

	<u>Start</u>	<u>End</u>	<u>1/2 Day Ending</u>
15 High School	7:20 a.m.	2:15 p.m.	10:25 a.m.
16 Middle School	8:00 a.m.	2:55 p.m.	11:05 a.m.
17 Elementary School	8:40 a.m.	3:35 p.m.	11:45 a.m.

18  
19  
20  
21  
22  
23 For the Board of Education  
24 of the School District of the  
25 City of Dearborn  
26

For the Dearborn Federation  
of Teachers

27  
28  
29 \_\_\_\_\_  
Brian Whiston, Superintendent

\_\_\_\_\_   
Christine Sipperley, DFT President

30  
31  
32  
33  
34 \_\_\_\_\_  
35 Date  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

1 LETTER OF UNDERSTANDING #2  
2 BETWEEN  
3 DEARBORN BOARD OF EDUCATION  
4 AND  
5 DEARBORN FEDERATION OF TEACHERS

6  
7 Flexible Schedules  
8  
9

10  
11 The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation  
12 of Teachers (hereinafter referred to as the D.F.T.), whereas the above mentioned parties agree as  
13 follows:  
14

15 Social workers and psychologists may be allowed flexible schedules so that they can meet the needs  
16 of parents and students who cannot schedule conferences/meetings/programs during the school day.  
17 Such flexible schedules must be mutually agreed upon by the applicable Principal, special education  
18 supervisor, and the social worker(s) or psychologist(s) involved. Those psychologists or social  
19 workers who are involved would have at least one week's notice of a change in schedule. This  
20 provision will continue unless either the Union or the Board gives written notice to the other of a  
21 desire to terminate the provision. Such notice must be given sixty (60) days before the end of the  
22 school year (June 30th).  
23  
24  
25

26 For the Board of Education  
27 of the School District of the  
28 City of Dearborn  
29  
30  
31

For the Dearborn Federation  
of Teachers

32  
33 \_\_\_\_\_  
Brian Whiston, Superintendent  
34  
35  
36  
37  
38  
39

\_\_\_\_\_  
Christine Sipperley, DFT President

40 \_\_\_\_\_  
Date  
41  
42  
43  
44  
45  
46

1 LETTER OF UNDERSTANDING #3  
2 BETWEEN DEARBORN BOARD OF EDUCATION  
3 AND  
4 DEARBORN FEDERATION OF TEACHERS

5  
6 No Child Left Behind  
7

8 The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation  
9 of Teachers (hereinafter referred to as the D.F.T.), whereas the above mentioned parties agree as  
10 follows:

11  
12 This agreement is written in anticipation of sanctions that may be imposed on schools as a result of  
13 the “*No Child Left Behind*” act. This agreement recites the stages which schools may reach, and  
14 explains what actions might be taken in response to those situations. While NCLB identifies  
15 sanctions after 3 years of no Adequate Yearly Progress (AYP), 4 years of no AYP, and 5 years of no  
16 AYP, this agreement has as its starting point any year in which a school does not meet AYP.  
17

18 I. Contract Dominant  
19

20 This agreement does not supersede the parties’ collective bargaining agreement. And no  
21 sanction will be imposed unless the District has exhausted options imposed on it under the  
22 collective bargaining agreement.  
23

- 24 1. The Employer will collaborate with the Union in good faith with respect to the  
25 Employer’s decision to impose a restructuring order.
- 26 2. The restructuring order may not be the direct cause of the discharge or layoff of teachers  
27 assigned to the restructured school.
- 28 3. The Union will play a role in the appointment of school staff who will sit on the school  
29 plan committee.
- 30 4. No school improvement plan will be implemented until reviewed and consultation  
31 provided by the Union.
- 32 5. When information is released to the District, the Union will be given copies and have an  
33 opportunity to review with Administration.
- 34 6. Each year, the District will notify the Union as to the status of each school with regard to  
35 AYP.
- 36 7. Sanctions will not be imposed unless the Employer has considered and applied all other  
37 alternatives available under the law.
- 38 8. Any transfers or reassignments of teachers imposed pursuant to this agreement will  
39 comply with all relevant provisions of the collective bargaining agreement.
- 40 9. No teacher will be disciplined or discharged without complete compliance with the  
41 collective bargaining agreement and the Teacher Tenure Act.  
42

43 II. Stage Definitions and Actions  
44

45 A. A school is at Stage 1 if it has not met AYP for the first year. In that event:  
46

- 47 1. The school will identify areas of need critical to its ability to meet AYP.
- 48 2. The school focus will be adjusted to reflect these changes in all unit and weekly lesson  
49 plans.



- 1 3. Using the new teacher evaluation model, teacher dispositions/behaviors will be
- 2 identified and corrective measures will be established to ensure all teachers are at
- 3 proficient levels.
- 4 4. School professional development and faculty meetings will be focused on the areas
- 5 identified in paragraph three.
- 6 5. District professional development will support the broad goals of the school.
- 7
- 8 B. A school is at Stage 2 if it has not met AYP for two consecutive years. In that event:
- 9
- 10 1. All components of Stage 1 continue if not superseded by components of this stage.
- 11 2. All assessments (see Stage 1, #3) will be given to the school administration for
- 12 identification of areas for intensive professional development.
- 13 3. Teachers familiar with the practices of the consulting teacher program will work with
- 14 individuals identified as needing assistance from #2.
- 15 4. Adherence to district curriculum and building focus will be jointly examined by the
- 16 school administration and the teacher(s).
- 17 5. Any teacher not in II A3 will enter the process per II A 3.
- 18 6. Professional development will be accelerated. This will include required compensated
- 19 after-school attendance at professional development.
- 20
- 21 C. A school is at Stage 3 if it has not met AYP for three consecutive years. In that event:
- 22
- 23 (a) The District will develop a Corrective Action Plan. Subject to the District's duty to
- 24 bargain, the Plan may include:
- 25
- 26 1. Transfer of certain staff from the school to other assignments and replacement by
- 27 other staff.
- 28 2. Institution of a new curriculum with appropriate professional development.
- 29 3. Significant decrease of management authority at the school
- 30 4. Appointment of an outside expert to advise the school
- 31 5. Extension of the school year or school day.
- 32 6. Restructure of the internal organization of the school.
- 33
- 34 (b)
- 35 1. All components of Stages 1 and 2 continue if not superseded by components of
- 36 this stage.
- 37 2. At the beginning of the school year, an IDP will be developed for any teacher who,
- 38 according to the evaluation undertaken in Stage 2, was not able to meet the
- 39 Proficient Level of the Charlotte Danielson Model.
- 40 3. Should any department be eliminated or modified, the collective bargaining
- 41 agreement will be honored with respect to the seniority rights of affected
- 42 employees.
- 43
- 44 D. A school is at Stage 4 if it has not met AYP for four consecutive years. In that event:
- 45
- 46 1. All components of Stage 3 will remain in effect.
- 47 2. The school will be identified for restructuring. NCLB guidelines will be followed.
- 48
- 49
- 50
- 51

1 For the Board of Education  
2 of the School District of the  
3 City of Dearborn

For the Dearborn Federation  
of Teachers

4  
5  
6

7 \_\_\_\_\_  
8 Brian Whiston, Superintendent

\_\_\_\_\_   
Christine Sipperley, President

9  
10

11 \_\_\_\_\_  
12 Date

\_\_\_\_\_   
Date

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

1  
2  
3 LETTER OF UNDERSTANDING #4  
4 BETWEEN DEARBORN BOARD OF EDUCATION  
5 AND  
6 DEARBORN FEDERATION OF TEACHERS

7  
8 Half-Time Teachers  
9

10  
11 The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation  
12 of Teachers (hereinafter referred to as the D.F.T.), whereas the above mentioned parties agree as  
13 follows:  
14

15 Half-Time teachers who are involuntarily surplusd due to a reduction in teaching positions, may  
16 exercise their right to be realigned to a full-time position within their building based upon seniority  
17 and qualifications.  
18  
19  
20  
21  
22  
23  
24  
25

26 For the Board of Education  
27 of the School District of the  
28 City of Dearborn  
29

For the Dearborn Federation  
of Teachers

30  
31 \_\_\_\_\_  
32 Brian Whiston, Superintendent  
33

\_\_\_\_\_   
Christine Sipperley, DFT President

34  
35  
36  
37  
38 \_\_\_\_\_  
39 Date  
40

\_\_\_\_\_   
Date  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

1  
2  
3 LETTER OF UNDERSTANDING #5  
4 BETWEEN DEARBORN BOARD OF EDUCATION  
5 AND  
6 DEARBORN FEDERATION OF TEACHERS

7  
8 Absence Verification Procedure  
9

10  
11 The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation  
12 of Teachers (hereinafter referred to as the D.F.T.), whereas the above mentioned parties agree as  
13 follows:  
14

15  
16 In the course of executing supervisory responsibilities it may be necessary to examine the use of time off  
17 by employees. When a supervisor has cause to suspect repeated abuse of absences (i.e. time off is used  
18 for purposes other than outlined in the employee's contract), the supervisor shall employ the following  
19 procedures:  
20

- 21 1. In the interest of maintaining a harmonious relationship, the supervisor will notify the  
22 employee, in writing, that an oral, unrecorded conference is necessary to discuss suspected  
23 repeated abuse of absences. The supervisor will provide the employee with a copy of both the  
24 Board of Education Attendance Policy and the Absence Verification Procedures.  
25
- 26 2. Employee has the right to request union representation before, or at any point during the  
27 meeting. If the request is made during the meeting, said meeting will immediately adjourn  
28 until union representation can be arranged.  
29
- 30 3. During the meeting, the supervisor will express his/her concern regarding their reasons for  
31 suspected repeated abuse of absences. Any questions the employee may have will be clarified  
32 at this time.  
33
- 34 4. Employee has the right to request that reasons for suspected repeated abuse be put in writing.  
35
- 36 5. Employee has the right to respond, but is not required, to provide any information of a private  
37 nature.  
38
- 39 6. If the suspected repeated abuse of absences continues, the employee will be informed that the  
40 matter will be referred to Human Resources, which could lead to disciplinary action. The  
41 Director of Human Resources will take charge from this point forward.  
42
- 43 7. The Director of Human Resources will arrange, in writing, to meet with the employee to  
44 discuss the alleged continuation of repeated abuse of absences. Again, the request for union  
45 representation is the responsibility of the employee.  
46
- 47 8. During the second meeting, Human Resources will provide documentation of a suspected  
48 history of abuse. It may be determined that the employee will be required to provide  
49 documentation from this point forward to substantiate that absence from work is being taken  
50 for reasons designated in the employee's contract.  
51

1 9. Further suspected repeated abuse of absences, as determined by Human Resources, may lead  
2 to a disciplinary hearing and possible disciplinary action.  
3  
4  
5  
6  
7

8 For the Board of Education  
9 of the School District of the  
10 City of Dearborn  
11

For the Dearborn Federation  
of Teachers

12  
13  
14  
15  
16 \_\_\_\_\_  
17 Brian Whiston, Superintendent  
18

\_\_\_\_\_

Christine Sipperley, DFT President

19  
20  
21  
22  
23  
24 \_\_\_\_\_  
25 Date

\_\_\_\_\_

Date