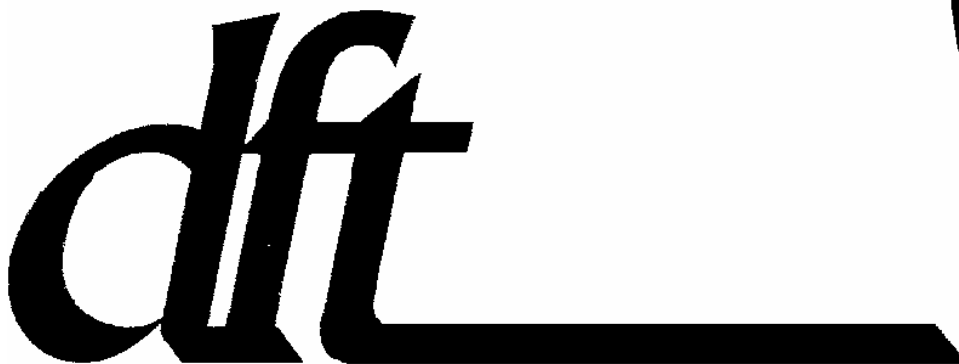


**AGREEMENT BETWEEN  
THE DEARBORN BOARD  
OF EDUCATION**



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



**dearborn federation of teachers**



**2006 - 2007**

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

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1                                   AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION  
2                                   AND THE DEARBORN FEDERATION OF TEACHERS  
3                                   (Local No. 681, A.F.T.)  
4                                   2006-2007  
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. All full-time and part-time probationary and tenure contract teachers, nurses, and all  
17 educational workers on the teachers' salary schedule, all of whom are hereinafter  
18 referred to as "union member" or "union members," excluding the following:  
19 Superintendent, Directors, Coordinators and any other persons bearing the title of  
20 Assistants of any of the above, all Principals and Assistant Principals.  
21
- 22 2. A union member who is appointed by the Superintendent to a temporary administrative  
23 position (including administrative internships, not to exceed four (4) in number at any  
24 one time and a training period not to exceed one school year per intern) will also be  
25 excluded during the time such temporary appointment is in effect. The Union will be  
26 notified promptly of any such temporary administrative appointment.  
27
- 28 3. Any other employee in a full-time administrative position and on a salary schedule  
29 other than that for teachers and nurses is also excluded from the bargaining unit.  
30
- 31 4. This agreement applies only to employees in the bargaining unit.  
32

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

37 C. The Union and the Board recognize the existence of the principles of affirmative action;  
38 however, the Union and/or the Board reserve the right to challenge any proposed state or  
39 federal Affirmative Action program which in their opinion violates the applicable legislation,  
40 the collective bargaining agreement, and/or valid practices and policies of the Union or the  
41 Board.  
42  
43  
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50

1 D. The Board shall make available to the Union upon its request such statistics and  
2 financial information, related to the Dearborn Schools and in the possession of the  
3 Board but not readily available to the Union from other sources, as are necessary for  
4 negotiation of collective bargaining agreements. It is understood that this shall not be  
5 construed to require the Board to compile information and statistics not already  
6 available, but the Union shall have the right to examine such records and files as may  
7 be necessary to provide the necessary information. However, whenever examination of  
8 records and files is required to compile information and statistics as requested by the Union,  
9 such examination shall be accomplished by a work force consisting of an equal number of  
10 Board and Union representatives. Such examination shall be accomplished at a reasonable  
11 time upon reasonable notice.  
12

13 E. Present procedures and practices which affect union members but which are not covered in  
14 this agreement will not be changed unless the Union or the affected union members are  
15 consulted. Consultation requires that, before a decision is reached, a discussion take place, at  
16 which time the problem is explained and input of a substantive nature is invited. However,  
17 the employer is not barred from previous consideration of alternative solutions or from  
18 placing relative values upon them. In addition, the Union or the affected union member(s)  
19 will be entitled to raise other possible solutions and/or ask critical questions that might not  
20 have been previously considered. Only after such a mutual review of the problem should a  
21 definitive decision be made. For purposes of clarification and/or future reference, and upon  
22 request of the Union, the appropriate administrator will provide the Union and the Director of  
23 Human Resources' Office with a statement of the practice or procedure involved, the change  
24 that is instituted, and a statement of the reasons for the change.  
25

## 26 ARTICLE II - BOARD OF EDUCATION RIGHTS 27

28 A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and  
29 reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities  
30 conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and  
31 of the United States.  
32

33 B. The exercise of these powers, rights, authority, duties and responsibilities by the Board and  
34 the adoption of such rules, regulations and policies as it may deem necessary shall be limited  
35 only by the specific and express terms of this Agreement.  
36

37 C. Such rights shall include by way of illustration and not by way of limitation the Board's right  
38 to: the Executive and Administrative management of the school system, its employees, its  
39 properties and its facilities; the hiring of all union members and to determine the  
40 qualifications and conditions of their continued employment, including the right to evaluate,  
41 demote, dismiss, transfer, or layoff union members, limited only by the laws of the State of  
42 Michigan and the specific provisions of this Agreement; establish grade levels, marking  
43 systems, hours, courses in instruction, and special programs of a curricular and extracurricular  
44 nature, all as deemed necessary or advisable by the Board; implement means and methods of  
45 instruction; determine class schedules, teacher duties, assignments and professional  
46 responsibilities; adopt, revise and enforce personnel policies and operational procedures so  
47 long as such policies and procedures do not conflict with the specific provisions of this  
48 Agreement. All matters contained in this Agreement and/or exercise of any such rights of the  
49 Board are not subject to further negotiations between the parties during the term of this  
50 Agreement.

1 ARTICLE III - AGENCY SHOP  
2

3 A. As a condition of employment, each member of the Bargaining Unit, beginning with the first  
4 complete month following a date thirty calendar days after employment in the Bargaining  
5 Unit, and monthly thereafter during September through June of each year during the life of  
6 this Agreement, shall tender to the Union either periodic and uniformly required Union dues,  
7 or in the alternative, a service charge in an amount equivalent to the periodic and uniformly  
8 required Union dues.  
9

10 B. The effective date for termination of employment of any employee who fails to comply with  
11 this Article III shall be the end of the school year in which the employee's failure to comply  
12 with this Article III occurs.  
13

14 C. No employee shall be terminated under this Article III unless:  
15

16 1. The Union first has notified the employee by letter, explaining that he or she is  
17 delinquent in not tendering either periodic and uniformly required Union dues or the  
18 service charge in an amount equivalent to the periodic and uniformly required Union  
19 dues, and specifying the current amount of such delinquency, and warning him or her  
20 that unless such dues or service charge or a properly executed authorization are  
21 tendered within thirty calendar days of such notice, he or she will be reported to the  
22 Board for termination as provided in this Article III, and  
23

24 2. The Union has furnished the Board with a copy of the letter sent to the employee and  
25 notice that he or she has not complied with the Union's request. When requesting the  
26 Board to terminate the employee, the Union shall further specify the following by  
27 written notice:  
28

29 The Union certifies that  
30

31 \_\_\_\_\_  
32 (Name)  
33

34 has failed to tender either the periodic and uniformly required Union dues or service  
35 charge required as a condition of continued employment under the collective  
36 bargaining agreement and demands that, under the terms of the agreement, the Board  
37 shall terminate this employee."  
38

39 D. The Board agrees that, within five days of the receipt of the notice provided in the last  
40 preceding paragraph, it shall notify the employee that his or her services shall be terminated at  
41 the end of the current school year, and the Board further agrees that, at the next meeting of the  
42 Board after receipt of the said notice, the Board shall, at its option, either adopt a resolution  
43 terminating the employment of the employee effective at the end of the current school year, or  
44 adopt a resolution initiating Tenure Act proceedings directed toward termination of the  
45 employment of the employee effective at the end of the current school year. The Board  
46 further agrees that after it has received the said notice it will not accept a check-off  
47 authorization from such employee without the consent of the Union.  
48  
49  
50

1 E. If any suit or proceeding of any kind shall be brought against the Board at any time before any  
2 tribunal in which a teacher or teachers, or any person or organization on his or her behalf,  
3 contests a discharge or discharges under the provision of this Article III, the Union agrees to  
4 reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of  
5 suit incurred by the Board in defending itself in such suit or proceeding, and also for any and  
6 all back pay or other damages for which the Board may be adjudged liable in such suit or  
7 proceeding. The Union further agrees that if it shall fail to reimburse the Board promptly  
8 upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in  
9 addition to any other legal remedies, to apply against such indebtedness of the Union to the  
10 Board, until paid in full, all membership dues and service charges collected by the Board on  
11 behalf of the Union pursuant to the provisions of Article IV of this Agreement. The foregoing  
12 shall also apply to any reasonable legal fees and expenses incurred by the Board, and any back  
13 pay liability or other damages imposed upon the Board, in any Teachers' Tenure Act  
14 proceeding which may be initiated by the Board in order to implement the provisions of this  
15 Article III.

16  
17 ARTICLE IV - DUES OR SERVICE CHARGE CHECKOFF

18  
19 A. During the life of this Agreement, the Board will deduct one month's current uniform and  
20 periodic Union dues or service charge from the pay of each Bargaining Unit employee who  
21 voluntarily executes and delivers to the Board appropriate authorization forms as provided by  
22 the Union.

23  
24 B. The Union will certify the membership dues or service charge and submit same to the Payroll  
25 Department for the months of September through June.

26  
27 C. Payroll deductions shall be made only from the pay due union member on the last payday of  
28 each calendar month; provided, however, the initial deduction for any employee shall not  
29 begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union  
30 Dues" or "Voluntary Authorization for Deduction of Service Charge" and (2) the certification  
31 of the Union's financial officer as to the amount of the monthly Union dues or service charge  
32 has been delivered to the Board at least fifteen (15) calendar days prior to the last payday of  
33 the calendar month.

34  
35 Changes in the amount of the monthly Union dues or service charge also must be delivered to  
36 the Board at least fifteen (15) calendar days prior to the last payday of the calendar month on  
37 which the change is to become effective.

38  
39 D. A union member may revoke the "Voluntary Authorization" for deduction of Union dues or  
40 service charge at any time by written notification to the Board on a form provided by the  
41 Board, provided notice of such revocation is given to the Union. Payroll deductions shall  
42 terminate when a revocation has been delivered to the Board at least thirty (30) calendar days  
43 prior to the last payday of the calendar month.

44  
45 E. All sums deducted by the Board shall be remitted to the financial officer of the Union once  
46 each month by the twentieth calendar day of the month in which the deductions were made,  
47 together with a list of names and the amount deducted for each employee for whom a  
48 deduction was made.



- 1 F. The Board shall not be liable to the Union by reason of this Article IV for the remittance or  
2 payment of any sum other than that constituting actual deductions made from the pay earned  
3 by the employee. In addition, the Union shall indemnify and save the Board harmless from  
4 any liability resulting from any and all claims, demands, suits or any other action arising from  
5 compliance with this Article IV, or in reliance on any list, notice, certification or authorization  
6 furnished under this Article IV.  
7
- 8 G. The Board agrees that it will not, during the life of this Agreement, deduct dues or service  
9 charges from union member for any organization other than the Union.

10  
11 **ARTICLE V - APPOINTMENT OF NEW TEACHERS**  
12

- 13 A. All teachers shall be properly certificated, licensed or approved as required by law and shall  
14 be subject to the state Teacher Tenure Act. The parties agree that it is educationally desirable  
15 for all newly hired teachers to have the minimum of a BA Degree.  
16
- 17 B. Information regarding certification, majors and minors, endorsements, and licensing of newly  
18 appointed teachers shall be sent to the Union office within a reasonable period of time.  
19

20 **ARTICLE VI - COMMITTEES**  
21

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

1 will be encouraged to participate on committees to ensure that the needs of the schools are  
2 met. Each union member is expected to serve on at least two committees in any given year.  
3 Assignments will be mutually determined by the union member and the administrator in  
4 charge. Beyond two assigned committees, union member service on any other committee is  
5 voluntary.  
6

7 G. The Director of Division of District Operations shall schedule meetings of an advisory safety  
8 committee at least four times per year to discuss employee safety hazards and safety practices  
9 in the District. The Union shall have a representative on this committee. The Administration  
10 and the Union shall continue to cooperate in implementing and maintaining all health and  
11 safety rules and practices.  
12

13 H. The Vocational Classroom Conditions Committee shall be comprised of no fewer than two (2)  
14 vocational teachers and two (2) representatives from the Administration. The committee shall  
15 convene at the call of the administrative chairperson and shall meet no fewer than two (2)  
16 times a year. The committee recommendations shall be made to the appropriate Director for  
17 Instructional Services.  
18

## 19 ARTICLE VII - PROFESSIONAL RESPONSIBILITIES OF UNION MEMBERS 20

21 The "Union Member's Day" shall include acceptance of responsibility for supervision of the arrival  
22 and departure of students, attendance at scheduled faculty committee meetings, preparation for the  
23 performance of professional classroom responsibilities, including teaching the state and district  
24 curricula, availability for student and parent conferences at times mutually agreeable to the parties  
25 concerned, and attendance at an annual school Open House, based upon past practice, or Kindergarten  
26 Roundups where applicable. Union members shall continue the tradition of voluntary participation in  
27 parent-teacher activities. It is also understood that other school-related activities require union  
28 member attendance, including for illustration but not limited to, attendance at any school athletic  
29 contests, school dances and plays, provided that such activities are reasonably related to the legitimate  
30 function of the educational institution and provided that a reasonable number of such assignments are  
31 equitably distributed among the union members in a given building and that the preference of union  
32 members involved will be observed whenever possible. There will be no change in the  
33 implementation of Article VII as a result of the addition of any newly created girls' interscholastic  
34 athletic activities.  
35

36 Such union member attendance recognizes the educational value of the activity and/or program and is  
37 solely professional in nature. Professional in this context means that the union member shall  
38 evidence the same concern for students as is evidenced in the regular classroom experience with the  
39 same degree of administrative support for the union member's conduct as would reasonably apply in  
40 the union member's regular classroom experience.  
41

42 The Board and the Union recognize that a teaching assignment involves classroom instruction time,  
43 planning and conference time, general supervision of students time, lunch time and travel time for  
44 those with an assignment in more than one building in one day.  
45

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

1 To further clarify and establish minimum guidelines to describe the school day, the Board and the  
2 Union agree that union members will normally and routinely be available ten (10) minutes before  
3 classes begin and ten (10) minutes after classes end. If there is to be any departure from the foregoing  
4 norm, such changes will be arranged and scheduled with the building principal in various  
5 combinations (fifteen (15) minutes before/five (5) minutes after), but in no event for less than five (5)  
6 minutes before and five (5) minutes after the school day defined above. When extenuating  
7 circumstances exist, i.e. coaching assignments, graduate class, the union member may have the option  
8 of leaving immediately after students have been dismissed. However, their day would begin ten (10)  
9 minutes before the arrival of students.

10  
11 The Board and the Union recognize that ongoing professional development is a requisite to providing  
12 optimal student learning. A Professional Development Committee will consult and assist with  
13 planning, and union members will attend professional development to attain the skills and  
14 information necessary to aid students in meeting benchmarks and expectations set forth by the state  
15 and district.

16  
17 During a scheduled District Wide Professional Development activity no classes will meet.

18  
19 Professional Development days will be scheduled within the school day. The district will provide  
20 additional professional development that may not be bound by the school day.

21  
22 Faculty and/or departmental meetings will typically begin ten minutes after the conclusion of the  
23 school day and will last no longer than one hour. Union members assigned to district wide  
24 departments will attend monthly staff meetings as called by the appropriate administrator. District  
25 wide departmental meetings may be scheduled on the first Monday of the month or on another day as  
26 mutually agreed upon by the staff involved. The months in which the first Monday is not a scheduled  
27 school day, another day, with prior union consultation, may be chosen by the systemwide  
28 administrator for a departmental meeting. These meetings will last no longer than one hour.

29  
30 Upon prior consultation with the appropriate union representative, it is understood that meetings may  
31 be scheduled for urgent reasons on days other than Monday, provided that the adjusted meeting  
32 schedule will not exceed the number of staff meetings above.

33  
34 A. Elementary Teachers

35  
36 1. Elementary teachers shall be scheduled for a minimum of 240 minutes planning time  
37 per week.

38  
39 2. It is the intent of the Board of Education to continue with the current practice of  
40 providing special area classes for elementary students.

41  
42 At the later elementary level (grades 4-5), special area classes are currently provided as  
43 follows: two art periods of forty-five (45) minutes each per week, two music periods  
44 of thirty (30) minutes each per week and two physical education periods of forty-five  
45 (45) minutes each per week.

46  
47 At the early elementary level (grades 1-2-3), special area classes are currently provided  
48 as follows: one art period of forty-five (45) minutes per week, two music periods of  
49 thirty (30) minutes each per week, one physical education period of thirty (30) minutes  
50 per week and one media period of twenty-five (25) minutes per week. An additional

1 eighty (80) minutes per week will be provided in a manner to be determined.

2  
3 Kindergarten students are currently provided one art period, one music period and one  
4 physical education period of thirty (30) minutes each per week, whenever possible,  
5 utilizing special area teachers assigned to a given building according to previously  
6 established staffing ratios. An additional sixty (60) minutes per week will be provided  
7 in a manner to be determined. In no case shall such time assigned to a kindergarten  
8 class exceed that provided for an early elementary class. The Administration will  
9 review the situation with the Union before a decision is made to alter current practice.

10  
11 In elementary grades where music, art, and physical education are assigned, the teacher  
12 shall be relieved of duty while such classes are in session for the purpose of using this  
13 time as preparation and/or consultation time. However, the past practice shall be  
14 continued wherein the classroom teacher and the special area teacher plan together the  
15 activities and learning experiences of their students. However, it shall be the  
16 responsibility of the classroom teacher to supervise the students on their way to and  
17 from special classes.

- 18  
19 3. The administrators responsible for the scheduling of special area time shall make every  
20 reasonable effort to attempt consistency of preparation time for the teachers involved  
21 and shall attempt the equitable distribution of special area teacher time throughout the  
22 week.  
23  
24 4. Time from morning dismissal until reconvening of afternoon sessions, less thirty (30)  
25 minutes duty-free lunch, will be considered planning time. Time needed beyond that  
26 provided at the noon hour to complete the 240 minutes planning time must be  
27 scheduled at the beginning or end of the day. The principal may, with the expressed  
28 concurrence of a substantial majority of the early elementary teachers involved, alter  
29 the scheduling of such preparation and/or consultation time, provided that such  
30 preparation and/or consultation time is, in the alteration process, neither fragmented  
31 nor reduced. Should the alteration process include the provision of additional special  
32 area teacher time, the total preparation and/or consultation time granted early  
33 elementary teachers shall not exceed that granted later elementary teachers.  
34  
35 5. All elementary teachers will have a minimum of thirty (30) minutes per day for a duty-  
36 free lunch period, except in emergency situations as defined in Article VII. C. 2.  
37 Teachers having kindergarten assignments in two buildings may be required to travel  
38 during lunch or preparation time because of class schedules.  
39  
40 6. Teachers assigned to more than one building during any school day shall be granted  
41 the same duty-free lunch period, exclusive of travel time, as that granted to other  
42 teachers.  
43  
44 7. For each day that school is in session for a full day, each full-time elementary teacher  
45 of art, music, and physical education will be allowed no less than forty  
46 (40) minutes each day for consultation and/or preparation during the regular school  
47 day with a lunch period equal in length of time to that of the upper elementary  
48 teachers. An effort will be made to provide the forty (40) minutes consecutively.  
49  
50 8. Certified and qualified teachers who are presently teaching at the elementary level and

1 who were employed by the Board as of June 1, 1983, will be excluded from the  
2 requirements of the ZA endorsement resulting from School Board or Administration  
3 policies. This provision does not apply if the state or federal government require the  
4 change.  
5

6 9. Faculty meeting days will be reserved as follows:

- 7
- 8 - the first, second and fourth Mondays of each month will be reserved for building  
9 staff and/or departmental or grade level meetings;
- 10 - the third Monday of each month will be reserved for union building meetings;
- 11 - the fifth Monday of the month will be reserved for staff meetings subject to the  
12 mutual agreement of the parties.  
13

14 B. Secondary Teachers

- 15
- 16 1. All teachers shall be assigned by the building administrator the equivalent of five class  
17 periods, a planning period, duty-free lunch period, and (unless excluded under other  
18 provisions of this contract) homeroom or other related duties necessary for proper  
19 supervision of the building. Exceptions to class scheduling may be made in buildings  
20 where experimental programs are implemented with the agreement that such  
21 scheduling shall not exceed the equivalent of twenty-five (25) 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, duty-free lunch period, and (unless excluded under other provisions  
26 of this contract) homeroom or other related duties necessary for proper supervision of  
27 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 building staff and/or  
2 departmental meetings with a subject matter or curriculum focus. The fifth Monday of  
3 the month will be reserved for staff meetings subject to the mutual agreement of the  
4 parties.  
5

6 C. All Union Members  
7

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

49 The only exception would be for the closing of building. Teachers who cannot be  
50 scheduled into their majors or minors would be assigned in areas they are presently

1 teaching and will have three (3) years to meet the requirements of the position. Failure  
2 to meet these requirements will result in the teacher being surplus at the end of the  
3 three (3) year period.

4  
5 D. Coaching and Physical Education Requirements

- 6
- 7 1. All persons assigned physical education teaching and/or coaching responsibilities must
- 8 have either a college credit course or an inservice course in the care and prevention of
- 9 athletic injuries.
- 10
- 11 2. All swimming instructors must have and maintain Water Safety Instructor's and
- 12 Advanced Lifesaving Certificates. One scheduled opportunity for professional
- 13 development will be provided to all swimming instructors to renew their Water Safety
- 14 Instructors and Advanced Lifesaving certificates each year. It will be the
- 15 responsibility of the teacher to attend the district provided professional development or
- 16 obtain the required professional development at their own expense.
- 17
- 18 3. All physical education teachers and/or coaches must have a valid CPR (Cardio-
- 19 Pulmonary Resuscitation) certificate. One scheduled opportunity for professional
- 20 development time will be provided to all physical education teachers to renew their
- 21 CPR certificate each year. It will be the responsibility of the teacher to attend the
- 22 district provided professional development or obtain the required professional
- 23 development at their own expense.
- 24

25 ARTICLE VIII - SENIORITY

26  
27 A. A seniority date is a February 1 or September 1 date which, subtracted from the current date,  
28 will give the number of years of contractual service as a union member in the P-12 Program of  
29 the Dearborn School System.

30  
31 The service period of union members in other districts, who may, as a result of annexation,  
32 become a part of the Dearborn Public School System, shall be recognized as creditable  
33 seniority in all aspects of the contract involving seniority.

34  
35 B. In the event of a conflict, within the first 30 calendar days of the beginning of the school year  
36 or the start of a new semester, in a given school regarding the assignment of any faculty or any  
37 teaching position, P-12 seniority shall be the determining factor unless, in the Administration's  
38 opinion, specific educational needs supersede such considerations. There shall be three  
39 exclusions to the above:

- 40
- 41 1. Teaching positions dealing with declaration of surplus on or after May 10.
- 42
- 43 2. Special education and departmental assignments.
- 44
- 45 3. Specific class assignments at the secondary level.
- 46

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

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

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

11  
12 A union member whose service is involuntarily terminated (laid off) will, upon  
13 reappointment, be credited with years of service accumulated prior to the date of termination.  
14 For the purposes of layoff and recall only, all union members who are on layoff shall accrue  
15 seniority beginning July 1, 1983, up to the total number of years of active service in the  
16 district or for a period of four (4) years whichever should occur first.

17  
18 Union members who resign and are subsequently reappointed will not receive seniority credit  
19 for previous years of service.

20  
21 D. Time involved in all professional leave will be counted as creditable service for the purpose of  
22 seniority.

23  
24 E. Periods of creditable service of less than one year shall be calculated to the nearest whole  
25 semester and the seniority date will be adjusted accordingly. Union members hired before  
26 April 15th of the spring semester or before November 15th of the fall semester receive the full  
27 semester's credit for seniority purposes. A union member who serves in a temporary  
28 administrative capacity for more than ten (10) weeks in any twenty (20) week period during  
29 the school year will lose seniority for the semester in which the greater portion of time was  
30 spent in a temporary administrative capacity. Consistent with past practice, the position left  
31 open due to reassignment to temporary administrative capacity may be filled with a substitute  
32 teacher.

33  
34 F. When ranking union members in seniority order, if two (2) or more union members have the  
35 same seniority date, they shall be ranked by the last four (4) digits of their respective social  
36 security numbers, the one with the higher number being given higher seniority rank.

37  
38 For example:

	<u>Seniority Date</u>	<u>Social Security Number</u>	
39			
40			
41	Union Member No. 1	9-1-98	XXX-XX-6500
42	Union Member No. 2	9-1-98	XXX-XX-5999
43	Union Member No. 3	2-1-99	XXX-XX-9999
44	Union Member No. 4	2-1-99	XXX-XX-9234
45	Union Member No. 5	2-1-99	XXX-XX-7233
46			
47			

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

49  
50 1. General Principals



- 1 a. Assignment procedures would recognize seniority and qualifications.  
2  
3 b. Positions created at a receiving school(s) as a result of the influx of students  
4 from a school being closed will be open only to teachers from the closed school  
5 that is sending the students.  
6  
7 c. Receiving school(s) will declare surplus based upon projected enrollment prior  
8 to combining of staffs.  
9  
10 d. Departmental staff such as, but not limited to, music, special education  
11 teachers and media specialists would be assigned through the Division of  
12 Instructional Services recognizing seniority and qualifications.  
13
- 14 2. Procedures
- 15
- 16 a. The Administration will determine the distribution of students to receiving  
17 school or schools.  
18
- 19 b. The Administration will determine the number of teaching positions at the  
20 receiving school(s) by applying the appropriate staffing formula to the non-  
21 consolidated and consolidated enrollment of the receiving school(s). The  
22 number of positions available to staff from the sending school(s) will be  
23 determined by subtracting the number of authorized non-consolidated staff  
24 from the number of authorized consolidated staff.  
25
- 26 c. Principals will survey students' elective choices at both sending and receiving  
27 school(s) as soon as possible following Board approval of the closing(s).  
28 Principal(s) of receiving school(s) will then determine the numbers of class  
29 sections in specific subject areas, which will be based upon the student  
30 surveys.  
31
- 32 d. Meetings will be held at the receiving school(s) which will include the staffs of  
33 the sending and receiving schools and representatives of the Department of  
34 Human Resources and the Union. Discussion of principles and procedures of  
35 consolidation will take place. Forms will be provided to all teachers from  
36 sending schools on which they shall express preferences. Data including the  
37 projected number of sections to be taught in each department will be provided.  
38
- 39 e. Receiving school principal(s) will then determine staff, declare surplus (if  
40 necessary), and list vacancies if all positions are not filled. Decisions as to  
41 placement will take into consideration a teacher's current teaching assignment,  
42 stated preference, qualifications and system-wide seniority.  
43
- 44 f. The consolidated staff(s) will meet by departments for the purpose of  
45 determining teaching preferences based upon the number of sections available.  
46 Each department will present written recommendation to the principal which  
47 includes the preference of the individuals in the department and coverage of all  
48 sections to be taught. The principal will give great weight to these  
49 recommendations prior to and during the preparation of the schedule.  
50

1 H. Although it is acknowledged that the Board bears the responsibility to determine when, where,  
2 and which schools are subject to consolidation or grade level realignment, procedures for  
3 assignment of teachers as a consequence of any such action are a matter of mutual concern to  
4 both the Union and the Board.  
5

6 Should any change in grade level assignment be initiated during the period of this contract, a  
7 joint committee composed of an equal number of representatives of the Union and the  
8 Administration shall be created and activated for the purpose of drafting such procedures on a  
9 basis which is equitable to teachers and in the best interests of the students affected.  
10

## 11 ARTICLE IX - TRANSFER, SURPLUS AND LAYOFF (P-12)

### 12 A. New Position

- 13 1. Newly created positions will be announced and posted in each school prior to the  
14 selection of staff. Five (5) school days shall be allowed for applications from present  
15 staff members.  
16  
17
- 18 2. When new teaching positions are established because of special grants from the  
19 Federal or State government, or from a foundation, teachers in the bargaining unit will  
20 have the first opportunity to fill these teaching positions consistent with job  
21 descriptions established for these teaching positions by the Administration. A notice  
22 of such position shall be visibly posted near the sign-in sheet for a period of three (3)  
23 school days in each school building and department.  
24  
25

### 26 B. Voluntary Transfer

#### 27 1. Primary Vacancies

- 28 a. A primary vacancy is one caused by resignation, retirement, death, movement  
29 outside the Union, leave where there is no return to the specific teaching  
30 position, reassignment to a different job title within the Union or the addition  
31 of teaching positions brought about by increased enrollment.  
32  
33

34  
35 The transfer procedure described in this section shall apply only to primary  
36 vacancies which become officially known between the opening of school and  
37 June 30. In the event of resignation or retirement, official notification is the  
38 date of receipt in the Human Resources Office of written notice from the  
39 teacher creating the vacancy. In the event of death, the date of official notice  
40 will be the date of occurrence.  
41

42 No transfer shall effectuate if it shall prevent the return of a teacher serving as  
43 a temporary administrator for a period of time not to extend beyond the current  
44 school year in which the temporary assignment is made.  
45

- 46 b. When a teacher is appointed to a temporary teaching position which extends  
47 beyond the beginning of the following school year in which the appointment is  
48 made, the vacated teaching position will be classified as a primary one, and the  
49 teacher appointed will not have the right to return to the specific position.  
50

- 1 c. Before a primary vacancy is open to transfer, such vacancy shall be made  
2 known to teachers within the building or systemwide department. A written  
3 bulletin shall be visibly posted near the sign-in sheet in the school office for a  
4 period of not less than three (3) work days prior to making a resultant decision  
5 related to that vacancy. These posting provisions may be shortened or  
6 eliminated if there are fewer than three (3) teacher workdays remaining in the  
7 school year.  
8  
9 d. If a resultant realignment of teaching staff within the building or systemwide  
10 department can be effected to the mutual satisfaction of those being realigned  
11 and the Administration, the vacancy which remains shall be declared a primary  
12 vacancy open to transfer as defined in this policy, unless this resulting vacancy  
13 is necessary for the avoidance of declaration of surplus.  
14  
15 e. If no such agreement can be reached, the vacancy shall become a primary  
16 vacancy open to transfer as defined in this policy.  
17

18 2. Primary Vacancies (Procedures)  
19

- 20 a. Except as outlined below, no union member shall be denied the right to apply  
21 for a transfer between the opening of school and April 1 provided the union  
22 member is qualified according to State Certification requirements.  
23 Probationary union members cannot request or apply for transfers until the  
24 Board officially approves their tenure. However, such probationary union  
25 members may be transferred involuntarily under Article IX. C. and E.  
26  
27 b. Union members desiring transfers will file a single application form with the  
28 Department of Human Resources. A maximum of seven (7) schools or  
29 departmental assignments may be designated as choices on the transfer  
30 application unless, in the opinion of the Director of Human Resources, special  
31 circumstances warrant consideration beyond the maximum of seven (7).  
32

33 The Department of Human Resources will forward copies of the application to  
34 the principals of all schools, and/or the administrators responsible for all  
35 departments, to which transfer is requested.  
36

37 All copies of such applications will be destroyed and/or become invalid on the  
38 opening day of school of the year following submission.  
39

40 A union member having a continuing interest in transfer must submit a new  
41 application to keep the transfer request active for that school year.  
42

- 43 c. If there is only one union member applicant who meets requirements listed  
44 below, the union member applicant shall be granted an interview before the  
45 vacancy is filled.  
46

47 If there are two or more applicants, one of the two highest ranking in seniority  
48 who meets the requirements listed below will be transferred:  
49

- 50 (1) Appropriate certification and qualifications.

1 (2) North Central Requirements, if applicable.

2  
3 (3) Major (state defined) preparation in the field, if applicable.

4  
5 The ability and willingness to accept extra pay assignments shall be  
6 preferential consideration.

7  
8 d. The union member must accept the transfer within forty-eight (48) hours after  
9 the offer has been made by the administration unless he or she has notified the  
10 Administration in writing of a desire to withdraw the request before the date on  
11 which the transfer is issued. The application of a union member who  
12 withdraws will not apply towards satisfying the requirements in Article IX B.  
13 2c (above).

14  
15 e. Transfer will be effective at a date determined by the Administration, but not  
16 later than September 1 following the occurrence of the vacancy.

17  
18 C. Involuntary Transfer

19  
20 1. Selection of Surplus Teachers

21  
22 When teaching staff reduction in a particular building and/or systemwide department  
23 is necessary, reasonable efforts for achieving voluntary transfers will be made. In the  
24 event there remains an excess of teachers in any school or systemwide department, the  
25 following sequence will be followed:

26  
27  
28 a. The principal and/or the systemwide departmental administrator will first  
29 determine the essential course offerings needed to provide an adequate  
30 program. Such a determination process presupposes an opportunity for input  
31 from the building teaching staff including a general faculty meeting.

32  
33 A similar opportunity for input will be provided for all systemwide  
34 departmental teachers.

35  
36 b. The principal and/or the systemwide departmental administrator will then  
37 review the qualifications and certification of the teachers in the building or  
38 systemwide department.

39  
40 c. A possible realignment of teaching staff utilization will then be thoroughly  
41 explored. If possible, teachers with greatest seniority who possess the required  
42 qualifications and certification will remain in the building or systemwide  
43 department.

44  
45 d. The principal or systemwide departmental administrator will then make a list  
46 of the teachers who are then to be declared surplus and will submit such list to  
47 the Department of Human Resources.

48  
49 e. Upon request, the principal and/or systemwide departmental administrator will  
50 meet with a representative of the Union and the teacher(s) being declared

1 surplus for the purpose of reviewing the available data upon which the decision  
2 was determined.

3  
4 2. Assignment of Surplus Teachers

- 5  
6 a. On or about May 10, or January 10, surplus teachers will be provided with a  
7 list of existing vacancies. Such teachers shall then have five (5) working days  
8 to notify the Department of Human Resources of their preferences for these  
9 vacancies.  
10  
11 b. The requirements for filling vacancies must be met when the assignment of  
12 surplus teachers is considered. These are:  
13  
14 (1) Appropriate certification and qualifications.  
15  
16 (2) North Central requirements, if applicable.  
17  
18 (3) Major or Minor (defined by Michigan State Teaching Certificate).  
19  
20 c. Those expressing interest may be granted interviews before the vacancy is  
21 filled. If seniority is not followed in making the selection, any unsuccessful  
22 teacher applicant with more seniority than the teacher selected may, upon  
23 request, be given the reason(s) for the Administration's decision in writing.  
24  
25 d. By the last school day of each semester, the Department of Human Resources  
26 will make every effort to notify all surplus teachers of their placements.  
27

28 D. Qualifications

29  
30 Qualifications, in respect to the implementation of IX B 2c(1) and IX C 2b(1) shall be  
31 restricted to specific, objective, and measurable items that are demonstrably job-related in  
32 regard to any position.  
33

34 It is the responsibility of the Administration:

- 35  
36 (1) to establish the direct relationship between a qualification and a particular position;  
37  
38 (2) to make known the established qualification to any union member seeking, or being  
39 considered for such a position;  
40  
41 (3) to assure uniform application of any qualification to all union member under such  
42 consideration.  
43

44 The Union or any individual union member involved may challenge the validity and/or the  
45 application of any qualification.  
46

47 It is recognized:

- 48  
49 (1) that qualifications do exist respecting 7th and 8th grade teaching of particular classes;  
50

- 1 (2) that resource teachers are expected to demonstrate some years of relevant experience  
2 as a qualification;  
3  
4 (3) that qualifications may be imposed by the conditions of a state/federal grant or  
5 program.  
6

7 E. Other Involuntary Transfers  
8

- 9 1. It is understood that the Superintendent has the right to reassign a union member for  
10 valid and demonstrable reasons. Upon request, such reasons may be provided in  
11 writing. In lieu of a written response, the Superintendent or the Superintendent's  
12 designee shall meet with the union member to discuss the transfer.  
13  
14 2. A departmental systemwide administrator shall have the right to reassign  
15 departmentalized staff at the beginning of a semester for valid and demonstrable  
16 reasons. Upon request, such reasons will be provided in writing. In lieu of a written  
17 response, the Superintendent or the Superintendent's designee shall meet with the  
18 union member to discuss the transfer.  
19

20 F. Layoff  
21

- 22 1. Should substantial and/or unforeseen changes or other conditions make necessary a  
23 general reduction in the number of union members employed by the Board, the Board  
24 will retain those union members qualified and certified for existing positions having  
25 the longest creditable service in the P-12 program. For purposes of this article, union  
26 members on leaves of absence are to be considered as current union members.  
27  
28 Ties will be broken as per the provisions of VIII F.  
29  
30 2. Recall of tenure teachers is subject to the provisions of the Michigan Teacher Tenure  
31 Act. Order of recall shall be based on P-12 seniority as defined in Article VIII B, C, D,  
32 E and F of this Agreement.  
33  
34 3. When there are no tenure teachers available for recall when vacancies develop,  
35 probationary teachers who are qualified and certified for the vacancy(ies) shall be  
36 recalled, based on P-12 seniority as defined in Article VIII B, C, D, E and F of this  
37 Agreement.  
38

39 ARTICLE X - GRIEVANCE PROCEDURE  
40

41 A. Definition of Grievance  
42

43 A grievance is an alleged violation, misapplication or misinterpretation of this contract. Said  
44 grievance shall be in writing specifying the provision(s) of the contract upon which the  
45 grievant(s) is relying.  
46

47 B. Statement of Basic Principles  
48

- 49 1. Every union member or group of union members or the Union shall have the right to  
50 present grievances in accordance with these procedures.

- 1 2. All discussions shall be kept confidential during procedural stages of the resolution of  
2 a grievance.
- 3
- 4 3. A union member who participates in these grievance procedures shall not be subject to  
5 discipline or reprisal because of such participation.
- 6
- 7 4. The failure of an administrator at any level to communicate a decision to the union  
8 member within the proper time limits shall permit the union member to proceed to the  
9 next stage within the time allowed had the decision been rendered on time.
- 10
- 11 5. The failure of a union member to appeal a decision to the next higher stage within the  
12 proper time limits shall constitute acceptance of the last written decision and shall bar  
13 future action on that particular grievance, unless a written waiver of time has been  
14 granted.
- 15
- 16 6. The Union has the right to have representative(s) present at all stages of any grievance.
- 17
- 18 7. The denial of tenure, or action brought against a teacher under the Tenure Act shall not  
19 be considered as falling within the province of the grievance procedure.
- 20
- 21 8. A union member, or group of union members, shall have the right to be present and/or  
22 to be represented, at the union member's(s') option. If the union member(s) elects to  
23 be represented, the union member's(s') representative shall be the Union.
- 24
- 25 9. Any individual union member may present grievances to the employer and have the  
26 grievances adjusted without intervention of the Union only if the Union has been given  
27 the opportunity to be present at such an adjustment and if the adjustment is not  
28 inconsistent with the terms of the collective bargaining contract or agreement.
- 29
- 30 In no event shall the decision on an individual grievance in which the Union was not  
31 an active participant be a binding precedent on the Union, nor shall such decision  
32 preclude the Union on its own behalf or on behalf of one of its members from  
33 processing a grievance on the same or similar issue, said grievance to be considered de  
34 novo.
- 35
- 36 10. Should the matter remain unresolved, the grievance shall proceed pursuant to the  
37 procedure prescribed in the "Formal Stages" of this article.
- 38
- 39 11. All formal grievances at all stages shall be submitted directly in writing to the Director  
40 of Human Resources. The Director of Human Resources will affix a time stamp  
41 promptly which will serve to activate the grievance officially. The Director of Human  
42 Resources will disseminate copies to all parties involved and will serve as a clearing  
43 house for all steps in the grievance process. The Director of Human Resources will  
44 discuss with the President of the Union or designee any inadequacies or deficiencies in  
45 the filing of the grievance.
- 46

47 C. Individual Grievance Procedures

48  
49 1. PRELIMINARY STAGE

50

1 In the interest of maintaining harmonious relations, the aggrieved union member will  
2 have an oral and unrecorded conference with the building principal upon discovery of  
3 the grievance and prior to initiating formal written grievance procedures. When an  
4 alleged grievance originates with an administrator other than the building principal, the  
5 "preliminary stage" shall be with said administrator.  
6

7 2. FORMAL STAGES  
8

9 Director of Human Resources  
10

- 11 a. All grievance(s) shall be recorded on the special grievance form hereinafter set  
12 forth. A copy of each grievance must be submitted to the office of the Union.  
13 Said grievance shall specify the contract provisions which are alleged to have  
14 been violated and the remedy sought, signed by the individual union member  
15 grievant(s), addressed to the administrator(s) being grieved against, and the  
16 white copy forwarded to the Director of Human Resources within fifteen (15)  
17 teacher working days of when a reasonably diligent person should have  
18 discovered the grievance.  
19
- 20 b. The administrator being grieved against shall return a copy of the grievance  
21 form to the Director of Human Resources with the decision in writing within  
22 ten (10) working days of the receipt of the grievance form.  
23

24 Superintendent (or Superintendent's Designee)  
25

- 26 a. If the union member is dissatisfied with the decision, the union member may  
27 then appeal through the Director of Human Resources to the Superintendent, or  
28 the Superintendent's designee, within five (5) working days of the receipt of the  
29 decision of the building principal or other administrator.  
30
- 31 b. The aggrieved shall have the right to a conference with the Superintendent of  
32 Schools or designee before a decision is rendered.  
33
- 34 c. The Superintendent of Schools or designee shall, through the Director of  
35 Human Resources, inform the grievant(s), in writing of the decision within  
36 twenty (20) working days of the conference at the Superintendent's level.  
37

38 Board of Education Stage  
39

- 40 a. If the union member is dissatisfied with the decision of the Superintendent or  
41 designee, the matter may be referred to the Board through the Director of Human  
42 Resources within five (5) working days after the receipt of the decision of the  
43 Superintendent or designee, unless a written waiver of time has been granted.  
44
- 45 b. The Director of Human Resources shall submit a copy of the grievance and all  
46 previous decisions to the President of the Board.  
47
- 48 c. The aggrieved shall have the right to a conference with the Board.  
49
- 50 d. Within thirty (30) working days of the receipt of the grievance, the Board shall meet to



1 arrive at a decision which shall be final unless changed as set forth in subsection e  
2 below. Such decision shall be communicated to the union member in writing through  
3 the Director of Human Resources within five (5) working days. In the event that the  
4 decision of the Board is favorable to the grievant, the remedy awarded will be  
5 implemented within twenty (20) working days, unless in the mutual opinion of the  
6 Administration and the Union an extension of this time limit is warranted by the  
7 particular circumstances.  
8

9 Arbitration

- 10
- 11 e. If the Union is dissatisfied with the decision of the Board of Education Stage, the  
12 Union may refer the matter to arbitration by delivering written notice of its desire to  
13 arbitrate to the Superintendent and the American Arbitration Association within  
14 twenty (20) working days after the Union's receipt of the decision of the Board. The  
15 arbitrator shall be selected, and the arbitration shall be conducted, pursuant to the rules  
16 of the American Arbitration Association. The fees and expenses of the arbitrator shall  
17 be shared equally by the Board and the Union. The arbitrator shall decide whether the  
18 provisions stated in the grievance have been violated. Nothing in this contract shall be  
19 construed to empower the arbitrator to make any decision amending, changing,  
20 subtracting from, or adding to the provisions of this Agreement. The arbitrator shall  
21 give no opinion with respect to any other matter left by this Agreement or by law to  
22 the discretion of the Board or Administration.  
23

24 The arbitrator's award shall be final and binding on the Board and the Union and any  
25 union members involved.  
26

27 D. Group Grievance Procedures

28  
29 PROCEDURE A:

30  
31 Union members in one building or systemwide department, who have the same grievance,  
32 shall proceed as indicated in 1 or 2 below.  
33

- 34 1. They must submit a written statement of their grievance to the Union whose  
35 responsibility it shall be to advise the aggrieved. All deliberations shall be kept  
36 confidential. The Union shall represent the aggrieved union members only at the  
37 request of the aggrieved group. The procedures used for group grievances shall begin  
38 at the first written stage. Regulations established for individual grievances shall then  
39 be followed by the group.  
40

41 OR

- 42  
43 2. If a group of union members in one building or systemwide department have the same  
44 grievance and elect not to be represented by the Union each member of the group shall  
45 sign a statement of the grievance and submit such statement to the Director of Human  
46 Resources. At the conference, the grievance shall be presented by not more than three  
47 persons chosen by the aggrieved. Regulations established for individual grievances  
48 shall then be followed by the group.  
49  
50



1 ARTICLE XI - PROBATIONARY TEACHERS

- 2
- 3 A. At least three and preferably four classroom observations per year shall be made by the  
4 building administrator, or in the event of incapacity, by a designee of the Administration. In  
5 the case of teachers in special subject areas, an appropriate administrator may make the  
6 probationary appraisal.  
7
- 8 B. When a Teacher Evaluation Form is submitted, the teacher may write any comments deemed  
9 appropriate. The teacher's written comments will be attached to the Teacher Evaluation Form.  
10
- 11 C. The Administration, if it decides to recommend to the Board the dismissal of a probationary  
12 teacher, shall furnish such teacher with a written statement containing the reason(s) for such  
13 recommendation.  
14
- 15 Such reason(s) shall be based upon observation and/or other relevant considerations. In  
16 addition, the Administration shall provide, at the request of the affected teacher, for a  
17 conference with the Director of Human Resources.  
18
- 19 D. If unusual circumstances prevail, the Administration may, at its option, and upon notification  
20 to the Union of the existence of such circumstances, waive the requirements stated in Item A  
21 above.  
22
- 23 E. Prior to the writing of a report, it is desirable that a conference be held with the teacher  
24 involved. If any weaknesses are to be cited, a conference will take place.  
25
- 26 F. The principal will offer constructive comments in writing regarding any weaknesses observed.  
27
- 28 G. Any teacher on probation may request an observation.  
29
- 30 H. When circumstances arise, such as extended ill health that would require a tenure teacher to  
31 take a personal leave, the Administration may require the probationary teacher to submit a  
32 letter of resignation.  
33
- 34 I. No probationary teacher shall be extended rights and/or privileges not granted a tenure  
35 teacher.  
36

37 ARTICLE XII - SELECTION OF P-12 SUMMER SCHOOL TEACHERS

- 38
- 39 A. Application shall be made to the Department of Human Resources on forms provided.  
40 Application will be accepted and confirmed according to instructional level: senior high,  
41 middle school, upper elementary, primary.  
42
- 43 B. If there are more teacher applicants who meet the qualification standards of the North Central  
44 Association than there are teacher positions to be filled, preference shall be given in the  
45 following order.  
46
- 47 1. Teachers presently employed by the Dearborn School System, including those on  
48 leave, who are on tenure on February first of the calendar year in which application is  
49 made.  
50

- 1           2.       Teachers who have taught in the regular day school program in the designated subject  
2           area in the past three (3) years or who have been assigned to the designated subject  
3           area for the coming year.
- 4
- 5           3.       Teachers who have not taught in a summer school program in or funded through the  
6           Dearborn School System within the past three (3) summers.
- 7
- 8           4.       Teachers who have not taught in a summer school program in or funded through the  
9           Dearborn School System within the past two (2) summers.
- 10
- 11          5.       Teachers who have not taught in a summer school program in or funded through the  
12          Dearborn School System the previous summer.
- 13
- 14          6.       Teachers who have taught in a summer school program in or funded through the  
15          Dearborn School System the previous summer.
- 16
- 17          7.       Above factors being equal, preference will be given to the teacher(s) with senior  
18          service in the Dearborn School System.
- 19
- 20          8.       All classes offered as remedial non-credit courses shall be open for application to all  
21          appropriately certified teachers regardless of grade level.
- 22
- 23          9.       If a list of qualified teachers is polled and there is a refusal of one class by all, then the  
24          priority list will be re-polled with the understanding that acceptance will not affect  
25          future eligibility. Failure to achieve coverage of the class in this manner will expose  
26          the position to administrative action.
- 27
- 28          10.       If a teacher of a summer school class is absent, the Administration shall offer the  
29          opportunity to substitute to the applicant(s) next in numerical order on the teacher  
30          priority list for that school year who has indicated a willingness to substitute.
- 31
- 32          11.       If summer school for any given year is canceled, the teacher priority list shall be  
33          carried over to the next summer school session.
- 34
- 35    C.       Posting of priority lists shall be made in all buildings thirty (30) days prior to the first day of  
36       the summer school session.
- 37

### 38   ARTICLE XIII - ADULT EDUCATION TEACHING

39  
40   Certified teachers regularly employed in the Dearborn School System, who are qualified for the  
41   position, shall be given preference over all other applicants in the Adult Education Night School  
42   Program.

#### 43   A.       Basic Requirements:

- 44          1.       For teachers of evening school classes which follow the regular daily high school  
45          curriculum, for which high school credit is given and which may lead to the attainment  
46          of an adult education school diploma, the requirements shall be exactly the same as the  
47          regular full-time high school teacher.  
48  
49  
50

- 1 2. Specialized non-credit classes, excluding those classes offered for credit in the regular  
2 day school program, may require teachers with specific training and/or work  
3 experience.

4  
5 B. Selection Procedure for Teachers in High School Credit and Non-Credit Classes:  
6

- 7 1. Applications shall be made to and confirmed by the Department of Human Resources  
8 at the time such applications are solicited. Notice of same shall be advertised in each  
9 school.
- 10  
11 2. Notice of night school teaching positions for September through May shall be  
12 advertised by April 30 of the preceding session.
- 13  
14 3. The Adult Education Department shall be responsible for all appointments. The  
15 Department of Human Resources shall prepare and publish a priority list.
- 16  
17 4. No regular full-time Dearborn teachers shall teach more than two nights per week  
18 without prior approval by the Superintendent of Schools.
- 19  
20 5. If there are more teacher applicants who meet the qualification standards of the North  
21 Central Association than there are positions to be filled, preference shall be given in  
22 the following order:  
23
  - 24 a. Teachers who are on tenure.
  - 25  
26 b. Teachers who have taught in the regular day school program in the designated  
27 subject area in the past three years or who have been assigned to the designated  
28 subject area for the coming year.
  - 29  
30 c. Teachers who have not taught adult night school during the last two sessions.
  - 31  
32 d. Teachers who have taught one of the last two sessions of adult night school.
  - 33  
34 e. Teachers who have taught the last two sessions of Adult Night School.  
35 (Complete, alphabetically arranged teacher lists for the two previous years shall  
36 be made available by the respective administrators to the Adult Education  
37 Department.)
  - 38  
39 f. Above factors being equal, preference will be given to the teachers with senior  
40 service in the Dearborn School System.
  - 41  
42 g. If a teacher of an adult education class is absent, the Administration shall offer  
43 the opportunity to substitute to the applicant(s) next in numerical order on the  
44 teacher priority list for that school year who has indicated a willingness to  
45 substitute.
  - 46

47 ARTICLE XIV - SELECTION OF DRIVER EDUCATION TEACHERS  
48

- 49 A. Application shall be made to and confirmed by the Department of Human Resources on forms  
50 provided.

- 1 B. Teachers who have not taught driver education in Dearborn before shall complete a driver  
2 education orientation course not to exceed eight hours.  
3
- 4 C. If there are more qualified (State certified) teacher applicants than there are positions to be  
5 filled, preference shall be given in the following order:  
6
- 7 1. Teachers presently employed by the Dearborn School System, including those on  
8 leave, who are on tenure on February 1st of the calendar year in which application is  
9 made.  
10
  - 11 2. Teachers who have eight (8) semester hours credit in driver education teacher  
12 preparation, specifically dealing with the preparation of new drivers and/or traffic  
13 safety, approved by the Michigan Department of Education and on file in the  
14 Department of Human Resources of the Dearborn School System.  
15
  - 16 3. Teachers who have six (6) semester hours credit in driver education teacher  
17 preparation, specifically dealing with the preparation of new drivers and/or traffic  
18 safety, on file in the Department of Human Resources of the Dearborn School System.  
19
  - 20 4. Teachers who have four (4) semester hours credit in driver education teacher  
21 preparation, specifically dealing with the preparation of new drivers and/or traffic  
22 safety, on file in the Department of Human Resources of the Dearborn School System.  
23
  - 24 5. Teachers who have previously taught the course and who have two (2) hours credit in  
25 driver education teacher preparation, specifically dealing with the preparation of new  
26 drivers and/or traffic safety, on file in the Department of Human Resources of the  
27 Dearborn School System.  
28
  - 29 6. Teachers who have taught the least number of hours in the last two (2) summer driver  
30 education sessions.  
31
  - 32 7. Above factors being equal, preference will be given to the teachers with senior service  
33 in the system.  
34
  - 35 8. No one shall be scheduled for more than six (6) hours in any one work day unless in  
36 the judgment of the Administration an extension of this time is necessary.  
37  
38 If an extension of this time is necessary, seniority shall prevail in the assignment of  
39 teachers to these additional hours.  
40
  - 41 9. If a teacher of a driver education class is absent, the Administration shall offer the  
42 opportunity to substitute to the applicant(s) next in numerical order on the teacher  
43 priority list for that school year, who has indicated a willingness to substitute.  
44

#### 45 ARTICLE XV - LEAVES 46

- 47 A. A leave is a Board approved absence without pay (except for Sabbatical) granted to union  
48 members with provisions for certain rights and responsibilities before, during, and following  
49 such absences.  
50

- 1 B. In order for a leave request to be given consideration, it must be submitted to the Department  
2 of Human Resources in writing, and within prescribed time limits if applicable for the type of  
3 leave requested.  
4
- 5 C. A leave may be rescinded or terminated before the normal expiration date by mutual  
6 agreement between the union members and the Board.  
7
- 8 D. Except as specifically provided, no payment of any kind will be made to or for any union  
9 member while on a leave covered by this contract except that upon request to the Department  
10 of Human Resources, a union member on Advanced Study Leave, Childcare Leave or  
11 Personal Leave - Other (page 28, 2c, line 34 and 2e, line 36) can work as a substitute teacher  
12 in the District and receive pay as a substitute teacher.  
13
- 14 E. Leaves will be classified as Professional, Personal, or Civic as follows:  
15
- 16 1. Professional  
17
- 18 a. Advanced Study  
19 b. Sabbatical  
20 c. Exchange Teaching/Assignment  
21 d. Foreign Teaching/Assignment  
22 e. Military School Teaching/Assignment  
23
- 24 2. Personal  
25
- 26 a. Extended Health  
27 b. Care of Immediate Family  
28 c. Child Care  
29 d. Involuntary Health  
30 e. Other  
31
- 32 3. Civic  
33
- 34 a. Military  
35 b. Peace Corps/Vista  
36 c. Educational Organization  
37 d. Government Service  
38
- 39 F. Professional Leaves  
40
- 41 1. General Provisions  
42
- 43 a. A union member returning from a Professional Leave of one year or less shall  
44 return to the specific school left, and to the specific department if applicable, or  
45 to the appropriate elementary level unless other arrangements are agreed upon  
46 by the union member and the Administration, provided such arrangements are  
47 not in conflict with other provisions of the contract.  
48
- 49 b. Upon return from Professional Leave during which the conditions of such  
50 leave have been fulfilled, a union member shall receive any regularly scheduled

1 salary increases granted employees in service, including increments, and shall  
2 also be subject to any general salary adjustments which may be effected.

- 3
- 4 c. Request for extension of leave of absence must be made in writing at least  
5 ninety (90) days prior to the end of the final semester of the leave. All  
6 extensions shall be limited to a one-year renewal. If a union member is granted  
7 an extension beyond one (1) year, upon return the union member shall be  
8 assigned a position for which the union member is qualified. Failure to request  
9 extension within the time limit prescribed will constitute termination of leave.  
10 Failure to request extension or submit intention to return will constitute  
11 termination of employment, subject to the provisions of the State Tenure Act.  
12
- 13 d. Accrued benefits are carried forward from the effective date of leave of  
14 absence and are credited upon return to employment at the termination of the  
15 leave. Payment for accumulated leave days may not be granted during the term  
16 of such leave.  
17
- 18 e. A union member who has been on a Professional Leave shall not be eligible for  
19 another Professional Leave for a three-year period after return.  
20
- 21 f. Application for Professional Leave shall be filed in the Department of Human  
22 Resources no later than April 15th or December 1st preceding the semester that  
23 the leave shall become effective. The process of the formulation of the  
24 recommendation by the Superintendent and deliberation and determination by  
25 the Board will be accomplished within thirty (30) days after the expiration of  
26 these respective deadlines.  
27
- 28 g. Notices received relative to opportunities for professional leaves shall be made  
29 available to union members by the administration.  
30

31 2. Advanced Study Leave  
32

- 33 a. Any non-probationary union member with a minimum of three (3) years of  
34 active service in the Dearborn School System may be granted a leave of  
35 absence without pay for advanced study for a period not to exceed one year,  
36 upon the recommendation of the Superintendent. Any extension of time shall  
37 be made only by special action of the Board upon the recommendation of the  
38 Superintendent.  
39
- 40 b. Upon return from Advanced Study Leave, the union member shall submit an  
41 appropriate report to the Superintendent. If an abuse of the leave's purpose is  
42 apparent, it will be treated as a personal leave with no increment accruing.  
43

44 3. Sabbatical Leave  
45

- 46 a. Sabbatical Leave shall be interpreted as leave from active duty granted to any  
47 union member after seven years of active service in Dearborn for the purpose  
48 of improving instruction in the Dearborn Schools. (Military Leaves or Peace  
49 Corps/Vista Leaves shall be counted as active service.) Sabbatical Leave may  
50 be granted for one year or for one semester as may be recommended by the



1 Superintendent and approved by the Board.

2  
3 b. Leave granted for professional study, for work on publications, for travel, or  
4 for travel combined with study, or for any other reasons which, in the opinion  
5 of the Superintendent, will improve instruction in the Dearborn Public Schools  
6 or will improve the efficiency of the union member, shall be considered  
7 consistent with the purposes of sabbatical leave.

8  
9 c. Remuneration to union members granted such leave shall be at the rate of one-  
10 half the salary to be received at the time leave begins and not to exceed one  
11 year.

12  
13 d. Not more than two per cent of all union members may be granted sabbatical  
14 leave in any one year.

15  
16 e. In determining recommendations on requests for sabbatical leaves the  
17 Superintendent will consider the following items:

18  
19 The extent of the applicant's professional study, growth, contribution, and  
20 successful service during the preceding seven years.

21  
22 The extent to which plans submitted for use of time while on leave are definite  
23 and educationally constructive.

24  
25 Length of period of active service in the Dearborn Schools.

26  
27 Reasonable and equitable distribution of applicants among the different levels  
28 and departments in the system.

29  
30 Order in which applications are received. Denial of request for sabbatical  
31 leave may include a written explanation from the Superintendent or designee, if  
32 requested in writing by the applicant.

33  
34 f. Upon return from sabbatical leave, the union members shall submit an  
35 appropriate report to the Superintendent. If an abuse of the leave is apparent,  
36 the Board may institute proceedings to recover an appropriate amount of the  
37 monies paid while on sabbatical.

38  
39 g. A union member, upon completion of a sabbatical leave, shall return to the  
40 Dearborn Public Schools for a period of one school year.

41  
42 h. A union member not returning to the Dearborn Public Schools for the period of  
43 one school year upon completion of sabbatical leave shall, except in the event  
44 of death, reimburse the Board for all monies received from it and the cost of all  
45 insurance benefits provided by it.

46  
47 4. Exchange Teaching Leave

48  
49 a. Any such request shall be judged by the Superintendent upon its merits,  
50 namely, what benefits may be derived through such an assignment.

- 1                   b.     After having served five years in the Dearborn School System, leave for  
2                   exchange teaching and/or assignment may be granted for a period of one year,  
3                   subject to a request of renewal of one year only, provided that renewal is  
4                   requested by the individual and the U.S. Office of Education and that  
5                   appropriate arrangements are made through the U.S. Office of Education. Such  
6                   a leave may not be repeated until the expiration of another three-year period.  
7  
8                   c.     Not more than one per cent of all teachers may be granted leave in any one  
9                   year.  
10  
11                  d.     The plans as formulated by the Office of the United States Commissioner of  
12                  Education, in which each exchange teacher remains under control of the home  
13                  district in the matter of pay, tenure, and other related considerations, shall be in  
14                  full effect in the Dearborn Public Schools.  
15  
16                  e.     Opportunities for exchange teaching and/or assignment positions shall be  
17                  advertised in the staff newsletter.  
18  
19     5.     Foreign Country or Military School Teaching Leave  
20  
21                  a.     Any request shall be judged by the Superintendent upon its merits, namely,  
22                  what benefits may be derived through such an assignment.  
23  
24                  b.     After having served three years in the Dearborn School System, leave for  
25                  foreign, or military teaching and/or assignment may be granted for one year  
26                  and subject to renewal by the Board for an additional year, maximum of two  
27                  years only, and not repeated until the expiration of another three-year period  
28                  after returning to the Dearborn School System.  
29  
30                  c.     Not more than one percent of all teachers may be granted leave in any one year.

31  
32     G.     Personal Leaves  
33

34     1.     General Provisions  
35

- 36                  a.     Personal Leaves may be granted to non-probationary union members upon  
37                  request subject to the approval of the Superintendent and the Board.  
38  
39                  b.     Requests for Personal Leave should be submitted in writing to the Human  
40                  Resources Department accompanied by appropriate documentation as indicated  
41                  by the specific type of Personal Leave.  
42  
43                  c.     A union member absent on Personal Leave shall receive any regularly  
44                  scheduled salary adjustments effected during the absence, excluding  
45                  increments.  
46  
47                  d.     Request for extension of Personal Leave or notice of intention to return must  
48                  be made in writing to the Human Resources Office at least ninety (90) days  
49                  prior to the end of the final semester of the leave unless circumstances clearly  
50                  preclude opportunity for such notice. All leave extensions shall be limited to a

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

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

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

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

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

28  
29 2. Extended Health Leave

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

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

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

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

1 semester of the leave shall constitute an irrevocable voluntary resignation  
2 subject to the provisions of the State Tenure Act. To be considered eligible for  
3 an additional leave, a union member must work one school year.  
4

5 3. Care of Family Leave  
6

7 a. Leave may be granted to non-probationary union members to care for ill  
8 members of the immediate family. The immediate family shall be construed to  
9 include: husband, wife, children, father, mother, brother, sister, grandparents,  
10 aunt, uncle, close relative-in-law, or close associate.  
11

12 b. Request for Care of Family Leave shall be accompanied by sufficient proof of  
13 necessity for leave, including a statement from the attending physician. All  
14 leave extensions shall be limited to a total of three, one-year renewals. After  
15 three renewals, the union member must return to work or resign. Failure to  
16 notify the Human Resources office in writing of intent to return or resign 90  
17 days prior to the end of the final semester of the leave shall constitute an  
18 irrevocable voluntary resignation subject to the provisions of the State Tenure  
19 Act. To be considered eligible for an additional leave, a union member must  
20 work one school year.  
21

22 4. Child Care Leave  
23

24 a. A non-probationary union member who gives birth to a child, adopts a child,  
25 assumes the legal responsibility of a child, or acquires a child by marriage is  
26 eligible for Child Care Leave.  
27

28 b. Request for Child Care Leave shall be submitted in writing to the Human  
29 Resources Office ninety (90) days prior to the date leave is to begin, unless  
30 circumstances clearly preclude opportunity for such notice.  
31

32 c. Child Care Leave, when granted, initially shall be for whatever portion remains  
33 of the school year in which leave begins, or for the entirety of the school year  
34 in which leave begins. All leave extensions shall be limited to a total of three,  
35 one-year renewals. After three renewals, the union member must return to  
36 work or resign. Failure to notify the Human Resources office in writing of  
37 intent to return or resign 90 days prior to the end of the final semester of the  
38 leave shall constitute an irrevocable voluntary resignation subject to the  
39 provisions of the State Tenure Act. To be considered eligible for an additional  
40 leave, a union member must work one school year.  
41

42 d. Return from Child Care Leave, other provisions of this contract  
43 notwithstanding, will be to a comparable position in the Dearborn Public  
44 Schools not later than three (3) years from the end of the school year in which  
45 leave began.  
46

47 e. A return from Child Care Leave prior to the expiration of the leave shall occur  
48 only with the consent of the union member and with the approval of the  
49 Superintendent of Schools.  
50

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  
49  
50

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 and, further provided that such leave may be extended beyond four  
43 years. The union member shall notify the Board, upon being selected for such  
44 office and in no case will the union member take leave of the position unless at  
45 least fifteen (15) working days will have been provided to locate a replacement.  
46  
47 b. Notification of the union member's return from such leave shall be made in  
48 writing to the Department of Human Resources no later than ninety (90) days  
49 prior to the end of the final semester of leave.  
50

- c. A union member on such leave shall return to a comparable position in the Dearborn School System at the beginning of the semester following notification.
- d. A union member on such leave shall receive no pay from the Board.
- e. A union member returning from such leave after a period of less than one year shall be placed on the salary step which would have been attained if leave had not been taken.
- f. A union member returning from such leave after a period of one year or more shall be placed one salary step above the one for which the union member was eligible when leave was taken.
- g. Not more than one percent of all union members shall be on such leave at any one time.
- h. Accrued benefits are carried forward from the effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accrued leave days may not be granted during the term of leave.

## ARTICLE XVI - ABSENCES OTHER THAN LEAVES

### A. Personal Illness

1. All union members shall earn one and one-half days per month for illness, emergencies, and funerals.
2. All earned but unused sick leave days shall be allowed to accrue; however, after one year of absence utilizing accrued sick time, the union member must apply for long-term disability.
3. A part-time union member on a written contract shall be allowed sick leave benefits on a proportionate basis. Part-time union members shall not include substitute teachers.
4. A union member who has run out of sick leave and who is temporarily separated from work shall be considered to be on a temporary medical absence for a period not to exceed two (2) months during which time the district shall continue payment of hospital/surgical/medical benefits and life insurance benefits. A union member who returns to work cannot exercise this option again during the same school year.
5. Upon severance of employment, a union member credited with sick leave allowance in advance of service shall reimburse the Board for all sick leave days used but not yet earned.
6. A union member who is absent for fifteen (15) or more consecutive work days will, upon request of the building administrator after the latter's consultation with the Department of Human Resources, furnish the building administrator with a physician's statement certifying the union member's physical capability to return to work. Should such a statement not be available as a result of the union member's treatment during

1 the period of absence and/or prove not to be available without additional cost to the  
2 union member, the Board will bear the expense of the procurement of such a required  
3 certification.

- 4  
5 7. If classes are canceled in accordance with Article XVI.F., and a union member had  
6 already requested to use a sick day, that day will not be counted against the union  
7 member's sick bank.  
8

9 B. Personal Business

10  
11 Each regularly employed union member will be granted up to two (2) days per year for  
12 Personal Business. These days are provided for the union member to take care of important  
13 personal matters that cannot be taken care of outside of the regular school day. Request must  
14 be made in advance to a building administrator.

15  
16 The Personal Business Day is not to be the first or last day of a school semester or the day  
17 preceding or following a vacation or holiday which falls on Monday through Friday while  
18 school is in session unless approved by the Superintendent. Any unused personal business  
19 days shall be added to the union member's accumulated sick days.  
20

21 C. Emergencies

22  
23 Union members shall be allowed leave for emergencies. Emergencies under the above policy  
24 shall be construed to be:

- 25  
26 1. Quarantine of union member or union member's living quarters.  
27  
28 2. Death in the immediate family. (The immediate family shall be construed to include:  
29 husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and  
30 close relatives-in-law or close associates.)  
31  
32 3. Required court appearance, or required appearance before any other public agency  
33 having subpoena powers, not to exceed ten days in any one school year. These days  
34 shall not be deducted from the accumulated sick leave days if the union member is  
35 requested by an agency of the court or subpoenaed to appear on behalf of a student  
36 with whom the union member is or was associated.  
37  
38 4. To provide care for a member of the family when no other arrangements are possible,  
39 not to exceed ten (10) days in any one school year. (The immediate family shall be  
40 construed to include: husband, wife, children, father, mother, brother, sister,  
41 grandparents, aunt, uncle, and close relatives-in-law.)  
42  
43 5. Such days, designated as emergencies, shall be deducted from the accumulated sick  
44 leave of the union member.  
45  
46 6. Any request for an extension of time with regard to Items 3 and 4 above shall be made  
47 in writing to the Superintendent and shall be subject solely to his/her approval.  
48  
49  
50



1 D. Religious Observance

- 2
- 3 1. All union members shall be granted such days as may be required by their religion for
- 4 holy observance and abstention from work. Such days shall be deducted from sick
- 5 leave accumulation.
- 6
- 7 2. Holidays recognized by the contract between the Union and the Board shall not be
- 8 deducted from the union member's sick leave accumulation.
- 9

10 E. Jury Duty

11

12 Union members serving on juries during the regular school year shall suffer no financial

13 penalty, except that it be the understanding that whatever amount is earned in such capacity be

14 returned to the Board and that such union members be paid their regular salary by the Board.

15 A union member may be requested but not required to seek being excused from such duty.

16 Such days shall not be deducted from the accumulated sick leave days.

17

18 F. Catastrophes

19

20 No union member will suffer loss of pay or deduction from leave days in the event a general

21 catastrophe (such as extremely severe snowstorm) makes it impossible to report. Existence of

22 catastrophe will be determined by the Superintendent.

23

24 G. Summer School, Adult Education, and Driver Education Programs

25

26 A maximum of two (2) days, non-cumulative, per summer session shall be granted for

27 personal illness, emergencies, or religious observance, including union members in the

28 summer driver education program.

29

30 A maximum of one (1) evening, non-cumulative, per Adult Education semester shall be

31 granted for personal illness, emergencies, or religious observance.

32

33 A maximum of one (1) day, non-cumulative, per Driver Education semester during the regular

34 school year shall be granted for personal illness, emergencies, or religious observance.

35

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

37 Act.

38

39 I. Other Absences

40

41 Absences during the school year for reasons other than those listed in Section XVI will not be

42 permitted unless requested in writing in advance by the union member and approved by the

43 Superintendent or designated representative.

44

45 ARTICLE XVII - CONFERENCES, WORKSHOPS, CONVENTIONS, IN-SERVICE AND

46 VISITATION DAYS

47

48 Conferences, workshops, conventions, in-service, and visitations days offer valuable inservice

49 opportunities to union members; therefore, a reasonable number of union members, within the

50 limitations of budget appropriations, should be encouraged to attend same provided that qualified

1 substitutes are available. Attendance at such conferences shall be rotated among those applying  
2 within a building or within those systemwide departments with specifically allocated funds on as  
3 equitable a basis as possible.

4  
5 A. Educational and Professional Meetings

- 6  
7 1. Union member requests to attend meetings are to be submitted on the proper forms at  
8 least seven (7) days prior to the meeting. Late requests will be considered on their  
9 merits.  
10  
11 2. Requests must be submitted to the designated administrator for approval to attend.  
12  
13 3. Upon approval, full expenses may be allowed as follows:  
14  
15 a. Transportation  
16  
17 (1) The current mileage rate will be paid for trips up to 200 miles round  
18 trip.  
19  
20 (2) If more than one employee is making the same trip by automobile, rides  
21 shall be pooled if requested by the Administration. However,  
22 consideration will be given to requests for exceptions to this rule.  
23  
24 (3) The full cost of the nearest route by air coach will be paid for trips of  
25 more than 200 miles.  
26  
27 b. Lodging, Meals, Registration Fees, etc.  
28  
29 (1) Full reimbursement shall be allowed for rooms with reasonable  
30 judgment exercised in type and cost.  
31  
32 (2) Full reimbursement shall be allowed for meals with reasonable  
33 judgment exercised in cost.  
34  
35 (3) Union members will be reimbursed for program registration fees, local  
36 transportation, and reasonable incidental expenses.  
37  
38 c. A copy of the amounts expended in these areas by union member(s) in each  
39 building shall be sent to the Union Office at the end of each school year.  
40  
41 4. The principal or appropriate administrator is encouraged to administer conference and  
42 convention accounts in the following manner.  
43  
44 a. Appoint a union representative committee to work with the principal or  
45 appropriate administrator in deciding who attends conferences or conventions.  
46  
47 b. Post a list of the names of union members who are scheduled to attend  
48 conferences or conventions, where they are being held and their dates.  
49  
50 c. Inform union members, whenever possible, of various conferences and

1 conventions.

2  
3 Special problems and needs are to be referred to the appropriate central staff  
4 administrator.

5  
6 B. Conferences Related to Civic Participation

7  
8 Union members serving as active members of civic or charitable committees and  
9 organizations shall be granted reasonable opportunity to attend a related convention. No  
10 expense incurred shall be reimbursed in such instances by the Board; however, there will be  
11 no loss of pay to the union member.

12  
13 C. Professional Organization Meetings

14  
15 Union members serving as delegates to professional organizational meetings and conventions  
16 concerned primarily with internal affairs of the professional organization shall be permitted to  
17 attend such conventions without loss of pay to the union member, but no expense incurred  
18 shall be reimbursed in such instances by the Board.

19  
20 Extensions of interpretation of "professional organizational meetings and conventions  
21 concerned primarily with internal affairs of the professional organization" shall be subject to  
22 the approval of the Superintendent or designee based on justification of need by the Union.

23  
24 D. Visitation Days

25  
26 1. Upon approval of the building administrator and the Division of Educational Services,  
27 days for visitation for union members to educational or related institutions may be  
28 granted during the year.

29  
30 2. Current transportation allowance will be paid.

31  
32 E. Full tuition will be paid by the Board for required in-service classes.

33  
34 ARTICLE XVIII - DEPARTMENT CHAIRPERSONS

35  
36 A. Selection

37  
38 1. Any department that wishes to do so may hold an election in order to determine the  
39 preferences of the union members involved. The department may indicate to the  
40 building administrator the results of the election as their preferences. Such preferences  
41 shall have great weight with the building administrator who selects the department  
42 chairperson. If the principal does not concur with the preference of the department  
43 before selecting a department chairperson, the principal will meet with the department  
44 concerned to discuss the basis for their differences. No union member will be  
45 appointed department chairperson without the consent of the union member involved.

46  
47 2. Department chairpersons shall be selected from within the building personnel of the  
48 department concerned, and whenever possible will be selected by May 1 of each  
49 school year for the following year. Departmental chairpersons shall be members of  
50 their department's systemwide curriculum committee.

1 B. Compensation for Department Chairpersons (Senior High)

2			
3	1-5	class sections	No Department Chairperson.
4	6-10	class sections	Release from homeroom or extra duties plus
5			\$250 stipend
6	11-25	class sections	Release from both homeroom and extra duties
7			plus \$500 stipend.
8	26-49	class sections	One hour assigned to departmental
9			responsibilities per semester.
10	50-74	class sections	One hour each semester assigned to departmental
11			responsibilities plus \$1500 stipend per year.
12	75 or more class sections		One hour each semester assigned to departmental
13			responsibilities plus \$2000 stipend per year.

14 C. Compensation for Department Chairpersons (Middle School)

15			
16	1-5	class sections	No Department Chairperson.
17	6-10	class sections	Release from homeroom or extra duties.
18	11-25	class sections	Release from both homeroom and extra duties.
19	26-49	class sections	\$100 per year stipend.
20	50-74	class sections	\$200 per year stipend.
21	75 or more class sections		\$300 per year stipend.
22			
23			

24 ARTICLE XIX - SCHOOL CALENDAR

25  
26 The calendar for the 2006-07 is included in the master agreement and follow later in this article.  
27 Days when pupil instruction is not provided wherein union member attendance is not required  
28 (because of conditions not within the control of school authorities, such as heavy snowfall, severe  
29 storms, fires, epidemics, or health conditions as defined by city, county, township, or state health  
30 authorities) shall be treated in the following manner:

31  
32 1st day - Will not be rescheduled.

33  
34 2nd day - June duty day may be rescheduled as a day of student instruction.

35  
36 3rd and subsequent days - May be rescheduled at the end of the school year at the  
37 discretion of the Superintendent. Such rescheduling shall  
38 not affect, or otherwise require, an adjustment of salary,  
39 compensation, or other benefits provided within this collective  
40 bargaining agreement.

41  
42  
43  
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50

2006-07 Calendar

1		
2		
3	August 28	No school for children; Professional Development day
4	August 29	No school for children; Teacher Duty day
5	August 30	No school for children; Professional Development Day a.m.
6		
7	September 4	Labor Day Recess
8	September 5	Half day for students a.m.; half day Professional Development p.m.
9		
10		
11	October 23	No School
12	October 24	No School
13	October 25	No School, Conference Release Day
14		
15	November 7	No school for children; Professional Development day
16	November 15	Elementary half day a.m. for students; half day Teacher Duty p.m.
17		Secondary full day for students.
18	November 23	Schools close at the end of the day for Thanksgiving recess
19	November 24	Schools reopen
20		
21	December 20	Schools close at the end of the day for Winter Recess
22		
23	January 2, 2007	Schools reopen; No school for children; Professional Development day
24	January 15	No School; Martin Luther King, Jr. Day
25	January 19	Half day for students a.m.; half day Professional Development p.m.
26	January 22	Secondary half day a.m. for students; half day Teacher Duty p.m.
27		Elementary full day for students.
28		
29	February 19	No school, Conference Release Day
30	February 20	Schools close at the end of the day for Mid-winter recess
31	February 26	Schools reopen
32		
33	April 5	Schools close at the end of the day for Spring Recess
34	April 16	Schools reopen
35		
36	May 25	Schools close at the end of the day for Memorial Day
37	May 29	Schools reopen
38		
39	June 13	Schools open one-half day a.m.; no school p.m., summer recess. All levels
40		Teacher Duty day for teachers in the p.m.
41		
42		
43		
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1 ARTICLE XX - TEACHING LOAD

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The student-teacher ratio in each building shall be adhered to as defined below. In the event a court decision and/or legislative action significantly change(s) the level of funding per pupil from the property tax, an equivalent change in the level of the ratio may occur, provided that negotiations have taken place with the Union regarding the necessary adjustments in addition to and/or alternate to the change in ratio which must take place, within the jurisdiction of the Union, in order to function within the strictures that may be imposed.

A. Student Teacher Ratio

P-5	- 1 to 28 (Equated, in Kindergarten)
6-8	- 1 to 20
9-12	- 1 to 19.5

The following people are to be excluded in determining student-teacher ratio:

Elementary - Principal, assistant principal, and teachers of art, physical education, vocal and instrumental music, special education, media specialists, school social worker, school psychologist, speech correctionist, learning disability, bilingual/compensatory education teachers, and nurse.

Middle school - Principal, assistant principal, special education teachers, speech correctionist, school social worker, school psychologist, departmentally assigned bilingual/compensatory education and learning disability, nurse, and resource teacher time assigned to central office (if applicable).

Senior High - Principal, assistant principal, special education teacher, speech correctionist, nurse, school social worker, school psychologist, departmentally assigned bilingual/compensatory education and learning disability, "third" media specialist (if assigned) work coordinating time and resource teacher time assigned to the central office (if applicable).

Note: Special education students are to be included in the student count on a prorated basis.

B. Class Size

1. If the size of the elementary or special area class reaches thirty-two (32), then a substitute teacher will be provided for a minimum of two and one-half days per week. If the size of the elementary or special area class reaches thirty-four (34), 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. Class size determination will be made October 1, December 15, and March 1 of each school year. If there is an economic necessity, as determined by the Board, then the Board may depart from the provisions as noted above.

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

#### 31   ARTICLE XXI - OPEN HOUSE/PARENT TEACHER CONFERENCE DAYS

- 32
- 33   A.       There will be an Open House in September of each school year. There will be parent-teacher  
34       conferences, which will be scheduled as follows:

35

36       First semester -- all teachers: two evening conferences to be held during the second week  
37       following the end of the first card marking period.

38

39       Elementary teachers will hold a third parent-conference session the following week and a  
40       fourth parent-conference session in March on a date mutually agreed upon by the Director of  
41       Elementary Education and the Union.

42

43       Second semester -- all secondary teachers: two evening conferences to be held during the  
44       second week following the third card marking period and to the extent possible such that  
45       middle school and high school will be held on separate dates.

46

47       Prior to the first semester conferences, elementary teachers will receive one-half day release  
48       time for planning purposes.  
49

50

1 Evening and afternoon conferences at the secondary level will typically be scheduled for three  
2 hours and fifteen minutes and will not exceed a total of three and one-half hours in length.

3  
4 B. At the elementary level, parent-teacher conferences may be scheduled during the day or  
5 evening on a ratio not to exceed eight (8) students or majority fraction thereof per half day per  
6 conference round.

7  
8 C. Conference schedules mutually agreed upon by the individual teacher and the building  
9 administrator shall be made out in advance.

10  
11 D. When additional evening conferences are held, one-half day released time for those  
12 teachers involved shall be granted the day of the evening conferences or the following day,  
13 but in no case shall this released time be granted on a Friday afternoon or immediately before  
14 or after a holiday or vacation period.

15  
16 ARTICLE XXII - PERSONNEL FILES

17  
18 A. Any union member will have the right to inspect his or her personnel file. The union member  
19 must make an appointment with the Department of Human Resources in order that an  
20 employee of that Department will be available to be present when the union member inspects  
21 the file. Confidential credentials and personal references normally sought at the time of  
22 employment are specifically exempted from review. The administrator will remove these  
23 documents from the file prior to a review of the file by the union member.

24  
25 B. A copy of any material concerning a union member's conduct, service, character or personality  
26 will be sent to the union member prior to said material being placed in the union member's  
27 file.

28  
29 ARTICLE XXIII - SCHOOL MAIL SERVICE AND FACILITIES

30  
31 A. The Union shall have the right to use school mailboxes and the inter-school mail service and  
32 district e-mail for the purpose of communicating with union members and distributing  
33 organizational material, provided that all such material is clearly identified and the  
34 organization accepts all responsibility for such material.

35  
36 B. Individual union members will not be prohibited from use of the school mail service  
37 including, but not limited to, school mailboxes, inter-school mail service, and district e-mail  
38 services per district policy and guidelines.

39  
40 ARTICLE XXIV - SUBSTITUTE TEACHERS

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

48  
49 In order to achieve preparation time for elementary teachers, first priority for the use of substitute  
50 teachers beyond regular grade or special education placement shall be for the absence of special area



1 teachers (e.g., art, vocal music, instrumental music, physical education).

2 It is mutually agreed that the common interest in the education of children requires consideration not  
3 only of the availability but the competencies and/or willingness of substitutes to render services in the  
4 particularized special area(s).

5  
6 ARTICLE XXV - MISCELLANEOUS ARTICLES  
7

8 A. When a union member communicates as a citizen, the union member shall be free from  
9 administrative and institutional censorship and discipline. The union member bears a  
10 responsibility to clarify that the union member speaks as an individual and not on behalf of the  
11 school system.

12  
13 B. The Board will provide legal assistance for any union member who is sued for assault or  
14 negligence, provided that the alleged incident occurred in the course of performance of duties  
15 and that in the Board's opinion the union member was acting properly.

16  
17 C. The final responsibility for the selection of textbooks and other instructional materials rests  
18 with the Board and the Administration. However, union members will participate in such  
19 selections when a change in, or addition to, textbooks or other instructional materials is  
20 contemplated.

21  
22 D. Building principals will take into consideration the reasonable requests of union members for  
23 clerical assistance and attempt to provide such assistance with the existing secretarial staff.

24  
25 E. The Administration will continue to make a reasonable effort to provide off-street parking  
26 facilities for union members and to maintain such facilities during school in-session days.

27  
28 F. Interruption of classroom instruction shall be permitted only in cases of emergency or when  
29 no other reasonable alternative is possible.

30  
31 G. Those days or portions thereof designated as union member work days without students  
32 should be reserved, insofar as possible, for the purpose of record keeping and for preparation  
33 for the ensuing semester. Building administrators will make every effort to avoid scheduling  
34 of meetings which might conflict with such purposes.

35  
36 H. Each union member is entitled to freedom of discussion within the classroom on all matters  
37 which are relevant to the course of study and within the union member's area of professional  
38 competence.

39  
40 In addition, recognizing that differing points of view do exist and that such differences should  
41 be identified and respected, the union member shall have the responsibility of providing the  
42 opportunity for the reasonable expression of relevant ideas on the part of students.

43  
44 I. Before eliminating programs, departmentalizing staff, issuing job specifications, or  
45 designating courses as "AVIP" offerings or offering inter-active video courses, the  
46 Administration will review its plans with the Union prior to making a final determination.

47  
48 J. 1. No non-probationary union member shall be discharged without just cause and no  
49 union member shall be disciplined without just cause.  
50

1 2. A union member who is faced with disciplinary action or reprimand has the right to  
2 request immediate Union representation. If such representation is unavailable, the  
3 meeting shall be rescheduled within one working day.  
4

5 K. 1. Should the temperature in any classroom fall below sixty degrees (60°) Fahrenheit for  
6 more than twenty-four (24) hours, the building administration shall make every effort  
7 to relocate said class until the situation is resolved.  
8

9 2. The Board will provide each school with typing and reproduction equipment and  
10 supplies to aid union members in the preparation of instructional materials.  
11

## 12 ARTICLE XXVI - WORKERS' COMPENSATION

13

14 The policy pertaining to pay for union members injured while on duty for the school district follows:  
15

16 A. That the School District continue furnishing Workers' Compensation:  
17

18 1. Benefits to be paid upon injury according to State regulations with a reserve  
19 established for each claim on file.  
20

21 2. The responsibility for administering this program be given the Director of Business  
22 Services.  
23

24 3. That any payment made under this coverage be charged under Fixed Charges-Workers'  
25 Compensation Insurance and a General Fund check be issued.  
26

27 4. Union members who receive workers' compensation payments may use their accrued  
28 sick time, in a 1:3 ratio, to supplement their workers compensation to afford them a  
29 full salary until their sick time is exhausted.  
30

## 31 ARTICLE XXVII - HEALTH BENEFITS

32

33 A. The Board shall provide for coverage hospital-surgical-medical benefits. The coverage for  
34 non-probationary union members will be Blue Cross Community Blue PPO Plan I. This plan  
35 will include a \$50 emergency room co-pay and a \$10 office visit co-pay.  
36

37 The prescription co-pay will be \$5 for generic and \$15 for brand name drugs. Use of generic  
38 drugs is mandatory and therapeutic drugs are eliminated when an over-the-counter equivalent  
39 is available.  
40

41 Probationary union members will be entitled to M-CARE or Health Alliance Plan medical  
42 insurance only. The plan will included a \$10 office visit co-pay and a \$50 emergency room  
43 co-pay. The prescription co-pay will be \$5 for generic and \$15 for brand name drugs. Use of  
44 generic drugs is mandatory and therapeutic drugs are eliminated when an over-the-counter  
45 equivalent is available. As non-probationary union members, they will have the option of  
46 Blue Cross Community Blue PPO Plan I coverage as described above  
47

48 B. The Board will make monthly contribution for the following month's coverage on behalf of  
49 each subscribing union member, while on the payroll, toward the cost of the hospital-surgical-  
50 medical coverages described above equal to the full subscription rate or premium charge for

1 the classification or coverage to which the union member shall have subscribed according to  
2 marital status and the number of dependents, provided that such coverage is not in excess of  
3 the coverage described in the next paragraph.  
4

5 C. The coverage for which the Board will contribute under the foregoing may be, at the union  
6 member's option, protection for (1) self, or (2) self and family (as defined by the annual  
7 insurance verification form). Coverage will only be provided if proper enrollment forms  
8 and/or contract revision forms have been properly filed with the Payroll Department.  
9

10 D. For those union members who do not desire the above coverage, the Board will make monthly  
11 contributions to Health Alliance Plan or M-CARE on behalf of subscribing union members,  
12 while on the payroll, towards the cost of such coverage on the same basis and subject to the  
13 same limitations as are contained above. This coverage will be the HAP or M-CARE  
14 equivalent of the above benefits insofar as possible. (HAP or M-CARE basic coverage and  
15 Special Benefits rider).  
16

17 It is the intention of the parties that the school district will not provide dual and/or coordinated  
18 coverage, whether it is because one spouse works within the district and one works elsewhere,  
19 as it pertains to the Employer providing hospital-surgical-medical benefits.  
20

21 The parties agree that persons receiving dual and/or coordinated benefits as of July 1, 1982,  
22 shall be allowed to continue said coverage unless the Administration and the individual  
23 mutually agree to terminate this arrangement of coverage. No other persons shall be so  
24 entitled.  
25

26 E. Union members may enroll under the "new hire" clause within thirty (30) days of the date of  
27 original employment. Subsequent opportunities to enroll in either of the above plans shall be  
28 provided only during enrollment periods specified by the carriers.  
29

30 F. Union members who are on layoff status, but have a reasonable likelihood of being rehired,  
31 will have Blue Cross Community Blue PPO Plan I, HAP, or M-CARE premiums continued  
32 for the months of July and August following termination.  
33

34 G. The Board shall provide the best possible family dental plan for the available money. The  
35 details and the implementation of such a program are to be planned for independently by a  
36 committee composed of a representative of the central office and the representatives of the  
37 Union. In the event the Union deems it beneficial to explore the possibility of coverage  
38 jointly with one or more other groups, the representation of such an exploratory committee  
39 shall be proportional to the number of members in each group, provided each group has at  
40 least one representative.  
41

42 H. The Board shall provide the best possible family optical plan for the available money. The  
43 details and the implementation of such a program are to be planned for independently by a  
44 committee composed of a representative of the central office and the representatives of the  
45 Union. In the event the Union deems it beneficial to explore the possibility of coverage  
46 jointly with one or more other groups, the representation of such an exploratory committee  
47 shall be proportional to the number of members in each group, provided each group has at  
48 least one representative.  
49  
50

- 1 I. Union members on professional, personal or civic leave may continue, at their own expense,  
2 the current health insurance coverage at the group rate, provided the premiums shall be  
3 payable to the Board one month prior to the date coverage is to be effective.  
4
- 5 J. Union members who so desire may subscribe, at the available group rate, to the Blue Cross  
6 Community Blue PPO Plan I, HAP or M-Care if available, Sponsor-Dependent Option at no  
7 cost to the Board.  
8
- 9 K. All insurance coverages are subject to the rules and regulations of the carriers.  
10
- 11 L. The parties further agree that there shall be no diminution of health benefits for the duration of  
12 this agreement.  
13
- 14 M. The Board will pay premiums for hospital-surgical-medical, optical and dental coverage on a  
15 prorated basis for all employees hired after July 1, 1997, according to the percentage of the  
16 day worked. For example, for a .5 teacher, the Board will pay 50% of premiums listed above.  
17
- 18 N. Beginning with the 2004-05 school year and forward, all new DFT members' benefit package  
19 may be subject to modifications depending on the outcome of our current benefit analysis  
20 program.  
21

#### 22 ARTICLE XXVIII - GROUP TERM LIFE INSURANCE 23

- 24 A. The Board will provide group term life insurance in the amount of the annual contract salary  
25 of each union member but in no case less than \$17,500; said insurance shall include accidental  
26 death and dismemberment benefits. All union members are eligible for such insurance. The  
27 union member will enroll and designate a beneficiary or beneficiaries on the proper  
28 application form.  
29
- 30 B. Coverage for new union members will become effective the first of the month following the  
31 beginning date of employment, provided the necessary enrollment forms have been filed with  
32 the Payroll Department.  
33
- 34 C. Union members being terminated or no longer receiving payroll checks have the option of  
35 applying for coverage under the policy on a direct payment basis under the rules established  
36 by the carrier.  
37

#### 38 ARTICLE XXIX - LONG TERM DISABILITY INSURANCE 39

40 The Board will provide, at no cost to the Union, a long-term disability plan. Specifics of this plan  
41 will be as follows:  
42

43 60% of normal monthly earnings (to be defined as position on salary schedule plus  
44 longevity).

45  
46 Waiting period: 180 consecutive calendar days.  
47

48 Maximum annual covered salary: \$90,000 (based on 12 months).  
49

50 Coverage for nervous and mental disabilities -- two years or institutionalized.

1 Full maternity coverage.

2  
3 Board will pay premiums for medical coverage for a period not to exceed three (3)  
4 months for teachers receiving long-term disability benefits.

5  
6 The amount received from the insurance company will be reduced by any primary  
7 remuneration received, or for which the employee is eligible during the benefit  
8 period from the Board, the Michigan Public Schools Employees Retirement  
9 System, the Federal Social Security Act (both primary and dependent), the  
10 Workers' Compensation Act, the Railroad Retirement Act, Veterans' benefits or  
11 other such pensions, or payment for sick days.

12  
13 Monthly benefits will not be reduced by any statutory or cost-of-living increases in  
14 Social Security or MPSERS benefits.

15  
16 The Union will be consulted regarding any change of carrier, details and  
17 implementation of this plan.

18  
19 Union members on Long-Term Disability will be placed on an extended health  
20 leave pursuant to Article XV G.2.

21  
22 **ARTICLE XXX - HFCC TUITION WAIVER**

23  
24 The dependent children (as defined by the annual insurance verification form) of union members shall  
25 be eligible for free tuition for credit courses offered by Henry Ford Community College. This is for  
26 tuition only and will not cover lab fees or any other fees.

27  
28 **ARTICLE XXXI - TRANSPORTATION ALLOWANCE**

29  
30 Union members involved in school activities requiring the use of personal transportation shall be  
31 recompensed, at the basic IRS allowable rate as of June 1, preceding the fiscal year.

32  
33 **ARTICLE XXXII - LONGEVITY**

34  
35 Union members will be paid longevity beginning with the 14th, 19th and 24th year of service based  
36 on the following schedule:

37

38	14th year -	\$1,750
39	19th year -	\$2,250
40	24th year -	\$2,750

41  
42 Beginning with the 2004-05 school year and forward, all new union members will not be eligible to  
43 receive longevity.

44  
45 **ARTICLE XXXIII - EXTRA-INSTRUCTIONAL SERVICE PAY**

46  
47 **A. Summer School**

48  
49 The summer school hourly rates will be as follows:  
50

1                                    2006-07                    \$28.00

2

3 B.     Driver Education

4

5                    The Driver Education hourly rates will be as follows:

6

7                                    2006-07                    \$22.00 per hour

8

9 C.     Adult Education (credit courses)

10

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

13

14                                    2006-07                    \$28.00

15

16 D.     Adult Education (non-credit courses)

17

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

19

20                                    2006-07                    \$15.00 per hour

21

22 E.     Workshops

23

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

27

		<u>Presenter</u>	<u>Participant</u>
28			
29	2006-07	\$19.50 per hour	\$18.00 per hour

30

31 F.     Bilingual/Compensatory Education Enrichment programs

32

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

34

35                                    2006-07                    \$19.50 per hour

36

37                    The Bilingual/Compensatory Education Enrichment summer programs hourly rates will be as  
38 follows:

39

40                                    2006-07                    \$28.00 per hour

41

42 ARTICLE XXXIV - RELEASED TIME SERVICES

43

44 A.     Conduct of Negotiation

45

46                    Pursuant to the provisions of Article XLII of this contract, negotiations shall be conducted  
47 between the dates of March 1 and the expiration date of this contract on such days and at such  
48 times as may be mutually agreeable to the parties involved, provided no cost accrues to the  
49 district.

50

1 B. Released Time for Union President

2  
3 The president of the Union, or designated agent if the president is no longer in a position to  
4 fulfill the obligations as president, will be provided released time during the presidency, with  
5 no cost thereto accruing to the Board and with no penalty to the union member.  
6

- 7 1. Such released time as is granted will be on a semester-long or year-long basis, except  
8 for unforeseen situations that may arise during the term of office of the president.  
9
- 10 2. Such union member shall have the right to be restored to the specific position left  
11 unless other arrangements are mutually agreed upon by the union member and the  
12 Administration.  
13
- 14 3. Should the president resign from, or be removed from office during the term of  
15 presidency, that person shall revert to the previous status as a union member with full  
16 rights and privileges as stated in this agreement, as soon as practicable but no  
17 later than the beginning of the following semester; and the replacement as designated  
18 by the Union, shall immediately assume the position on a released time basis. (In such  
19 instance the Union will reimburse the Board for the cost of a substitute.)  
20
- 21 4. Should the president be incapacitated, that person would continue on the current basis  
22 for the remainder of the semester; and the replacement will be provided for by means  
23 of a substitute. (In such instance the Union will reimburse the Board for the cost of a  
24 substitute.)  
25
- 26 5. Each year, the president will be credited with nine (9) sick days. Such days,  
27 and days already accumulated which will be maintained to the president's credit, will  
28 not be used by the president during the term of the released time for Union service.  
29
- 30 6. The Union will reimburse the district for the actual salary paid to the president along  
31 with the actual cost of insurance benefits.  
32
- 33 7. The president's health benefits, as described in the contract, and life insurance  
34 coverage, will continue to be applicable throughout the period of released time.  
35
- 36 8. The terms of the Workers' Compensation coverage as provided by the Board will  
37 continue to apply to the president during this period.  
38

39 ARTICLE XXXV - EXTRA-PAY SCHEDULE ACTIVITIES

40  
41 Extra-pay positions must be posted and applied for annually. Extra-pay positions will be posted in  
42 the base building first, for a period of 5 working days. Any union member currently holding an extra-  
43 pay position will be considered a member of the base building for posting purposes. If the position  
44 cannot be properly filled from the base building, it will be posted in all buildings. Ten school days  
45 shall be allowed for applications from union members. Candidates other than union members are to  
46 be considered only when the assignment cannot be properly filled by a union member.  
47

48 Whenever possible, such assignments shall be made by May 15 of the current school year. Union  
49 members may be assigned multiple extra-pay assignments as long as the activities do not overlap and  
50 that all qualifications/criteria listed in the extra-pay postings are followed. Copies of all extra-pay

1 duties, criteria, and required number of participants associated with each extra-pay assignment will be  
2 on file at all schools.

3  
4 Extra compensation shall be paid for at the rates indicated below for such of the following  
5 assignments as are made that are below the regular teaching load and/or day. The percentage rate  
6 shown shall be applied to the average contract salary to be paid P-12 union members for the previous  
7 school year in which the activity was conducted. However, the parties agree that there will be no  
8 diminution in the dollar amounts paid during the previous school year.

9  
10 As needs arise, new classifications for Extra-Pay Schedule Activities may be added during the term of  
11 the Agreement by the Board. The rates of compensation for these new classifications will be  
12 established by the Board after negotiating with the Union and added to the Extra-Pay Schedule.

13				
14	Classification	Senior High	Middle school	Elementary
15		<u>% Rate</u>	<u>% Rate</u>	<u>% Rate</u>
16				
17	Football - Head Coach	9.50%	4.75%	
18	Football - Asst. Coach	6.00%	4.75%	
19	Football - 9th Grade Coach	6.00%		
20	Cross Country	4.75%		
21	Basketball - Head Coach	9.50%	4.75%	
22	Basketball - Asst. Coach	6.00%		
23	Basketball - 9th Grade Coach	6.00%		
24	Swimming - Head Coach	9.50%	4.75%	
25	Swimming - Asst. Coach	6.00%		
26	Wrestling - Head Coach	9.50%		
27	Wrestling - Asst. Coach	6.00%		
28	Baseball - Head Coach	6.00%		
29	Baseball - Asst. Coach			
30	(If Reserve & Schedule)	4.75%		
31	Softball - Head Coach	6.00%		
32	Softball - Asst. Coach			
33	(If Reserve & Schedule)	4.75%		
34	Track - Head Coach	6.00%	4.75%	
35	Track - Asst. Coach	4.75%	4.75%	
36	Soccer - Head Coach	4.75%		
37	Soccer - JV Coach	3.75%		
38	Tennis - Head Coach	4.75%		
39	Tennis - Asst. Coach	3.75%		
40	Golf	3.75%		
41	Field Hockey - Head Coach	5.25%		
42	Field Hockey - Asst. Coach	3.75%		
43	Gymnastics - Head Coach	9.50%		
44	Gymnastics - Asst. Coach	6.00%		
45	Volleyball - Head Coach	9.50%	4.75%	
46	Volleyball - Asst. Coach	6.00%		
47	Volleyball - 9th Grade Coach	6.00%		
48	National Honor Society	7.25%		
49	National Honor Society			
50	(Clara B. Ford)	3.75%		



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

36 \*Regular scheduled and outside class

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

39

40

#### ACADEMIC ENRICHMENT FUNDS

41

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

45

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

49

50 At the elementary level, the committee will include the principal, one primary teacher, one later

1 elementary teacher and one special area teacher, one of which must be the Union building  
2 representative. At the middle school level the committee will include the building principal, the  
3 Union building representative and two other members of the staff.

4  
5 Proposals must be submitted each year. The committee will reallocate funds each year.

6  
7 Category 4:

8  
9 Activities that run from October to May and meet twice a week -- funding not to exceed 100% of  
10 fund.

11  
12 Category 3:

13  
14 Activities that are between twenty (20) and thirty (30) weeks in length and meet once or twice a week  
15 -- funding not to exceed 75% of fund.

16  
17 Category 2:

18  
19 Activities that are between ten (10) and twenty (20) weeks in length and meet once or twice a week --  
20 funding not to exceed 50% of fund.

21  
22 Category 1:

23  
24 Activities that are ten (10) weeks and meet once or twice a week -- funding not to exceed 25% of  
25 fund.

26  
27 Activities will be evaluated each year and a file will be maintained in each building and in the  
28 Division of Instruction.

29  
30 ARTICLE XXXVI - COMPENSATION

31  
32 A. The salaries of union members covered by this agreement are set forth in Article XXXVII of  
33 this Agreement. Such salary schedule shall remain in effect during the term of this agreement.

34  
35 B. The contract salaries of all union members shall be paid on ten (10) monthly pay periods.  
36 Paychecks shall be available on the 20th day of each month. This shall include union  
37 members who teach in the extended school year program.

38  
39 Union members will have the option to be paid in twelve (12) monthly installments.

40  
41 The request to be paid in twelve (12) monthly installments must be submitted in writing by  
42 June 15 for the following school year. A union member who makes a timely request to be  
43 paid in twelve (12) installments will continue to be paid in twelve (12) installments in  
44 subsequent school years unless the teacher requests payment in ten (10) monthly installments  
45 by June 15 of any year for the following school year. The method of pay may not be changed  
46 for one year after the request is made. For those receiving twelve (12) installments, pay will  
47 commence in September and end in August.

48  
49 C. The Board shall pay on a current basis those monies earned for extra-pay for extra-duty  
50 responsibilities which are year-long in nature. Those responsibilities which are not year-long

1 shall be paid as currently practiced.

2  
3 A union member who exercises the option not to be covered under the Board's medical care  
4 shall be compensated as provided in Section D of Article XXXVII.

5  
6 D. The salaries of all union members employed for the summer school session shall be paid in  
7 two installments: the first approximately halfway through the summer session and the second  
8 on the last day of summer school.

9  
10 E. The Board shall make all payroll deductions as required by law and such other deductions as  
11 currently practiced.

12  
13 F. 1. When a scheduled pay date falls on a non-contract working day, negotiable paychecks  
14 shall be made available on the last working contract day prior to that date.

15  
16 2. Union members on a 12 month pay schedule shall have their July and August  
17 paychecks mailed to the address on file with the Department of Human Resources  
18 prior to the scheduled pay date.

19  
20 G. A union member qualifying for a higher salary schedule shall move to the appropriate  
21 schedule at a step commensurate with years of credited service (plus years at maximum) in the  
22 Dearborn School System. Such movement shall take place at the beginning of a semester,  
23 either in January or September, whichever comes first after such qualification, provided  
24 written application is made within one month after the beginning of the semester. Academic  
25 courses completed must be from an accredited college or university.

26  
27 H. Teachers with a permanent occupational certificate in Trade and Industry, Business Education,  
28 or Occupational Homemaking will be placed on the Master's lane or, if applicable, Master's +  
29 30 or Master's +60 lane provided written application is made to the Department of Human  
30 Resources within thirty (30) days of the beginning of the semester following the completion of  
31 such requirements. It is expected that proper documentation will be furnished. Likewise, all  
32 other professional staff members who have a two-year Master's degree will be placed on the  
33 Master's + 30 or, if applicable, Master's + 60 lane. The academic courses completed must be  
34 toward an M.A., Ed.S., Ed.D., or Ph.D. degree or be within or related to the field in which the  
35 teacher is or may be assigned.

36  
37 I. A union member who is laid off under provisions of this agreement, and:

38  
39 1. has not been given a letter of reasonable assurance of recall by June 30<sup>th</sup> of the year in  
40 which they were laid off and;

41  
42 2. who is subsequently recalled to a teaching position during or before the first week of  
43 the semester following the summer layoff,

44  
45 will be paid according to an annual salary rate, such that his/her unemployment compensation  
46 plus that annual salary rate will be equal to the rate of salary he/she would have earned for the  
47 school year had he/she not been laid off. Upon recall to a teaching position, or notice of  
48 reasonable assurance of recall, benefits will be reinstated.

49  
50 The COBRA cost of benefits, if applicable, shall be deducted from any unemployment

1 compensation collected by the district.

2  
3 ARTICLE XXXVII - P-12 SALARY SCHEDULE  
4

5 A. The Board will pay the noncontributory portion of retirement for all union members.  
6

7 2006-07 Salary Schedule  
8

9		Bachelors	Masters	Masters	Masters	EdD or PhD
10	<u>Step</u>	<u>Degree</u>	<u>Degree</u>	<u>Degree + 30</u>	<u>Degree + 60</u>	<u>Degree</u>
11	1	36,206				
12	2	37,314	39,181	39,528	40,561	41,038
13	3	39,923	40,675	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	64,573	65,356	67,577	68,701	69,240
20	10	68,473	69,438	71,652	72,798	73,351
21	11	72,093	73,579	75,731	76,881	77,362
22	12	74,281	77,529	79,831	80,881	81,146
23	13		81,879	84,100	85,221	85,406
24	14		84,121	86,215	87,333	88,546
25	15					90,761

26  
27 Beginning with the 2004-05 school year and forward, all new union members will not be  
28 eligible to exceed Step 9 BA, Step 11 MA, MA(30), MA(60) and step 12 PhD./EdD.  
29

30 The Master's + 30 lane shall be paid to union members who have thirty (30) graduate semester  
31 hours in excess of those used in obtaining their Master's degree.  
32

33 The Master's + 60 lane shall be paid to union members who have sixty (60) graduate semester  
34 hours in excess of those used in obtaining their Master's degree.  
35

36 B. Credit for Previous Experience  
37

38 1. Newly hired union members employed by the Board or recalled from laid off status  
39 will be given credit for full-time public education experience up to five (5) years or up  
40 to two (2) years for private education experience provided that:  
41

42 a. During each of these years, the teacher had at least a Bachelor's degree and a  
43 Michigan provisional or permanent certificate or the equivalent from another  
44 state; and,  
45

46 b. The experience was within a ten (10) year period prior to the hire date, and  
47 provided that the provisional or permanent certificate did not expire during this  
48 period. Additional credit for full-time public education teaching experience  
49 may be granted.  
50

- 1           2.     Union members who have served in the regular armed forces of the United States will  
2           be given experience credit of one-half year for each year of military service up to four  
3           (4) years of such service.
- 4
- 5           3.     New union members employed by the Board or recalled from laid off status will be  
6           given credit for each full year of work experience (meaning at least eleven (11)  
7           consecutive months of full-time employment with a given employer) directly  
8           pertaining to their teaching assignment, the pertinence of the work experience to be  
9           decided by the Director of Human Resources. Experience necessary for the  
10          achievement of vocational certification will not be considered as creditable in any  
11          instance where vocational certification is accepted in lieu of a Master's degree for  
12          salary determination purposes.

13

14    C.     Medical Coverage Waiver

15

16           A union member who opts not to be covered under the Board's health care coverage will  
17           receive compensation as listed below subject to the following conditions:

- 18
- 19          1.     The union member must supply written proof of medical coverage with another  
20          employer/ carrier by September 15 of each contract year.
- 21
- 22          2.     No union member whose spouse is employed by the Board shall be eligible for this  
23          benefit. This provision shall not apply to those employees who were married and  
24          employed by the Board prior to July 1, 1982.
- 25
- 26          3.     Payment of \$1,600.00 in lieu of full family coverage will be paid June 30 of each  
27          contract year.
- 28
- 29          4.     Payment of \$1,200.00 in lieu of two-person coverage will be paid June 30 of each  
30          contract year.

31

32    ARTICLE XXXVIII - 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           XLIV of this Agreement.

45

46    ARTICLE XXXIX - 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 ARTICLE XL - MATTERS CONTRARY TO AGREEMENT

8  
9 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be  
10 contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent  
11 terms contained in any individual teacher contracts heretofore in effect.

12  
13 All individual union member contracts shall be subject to the terms of this Agreement, and this  
14 Agreement shall be part of the established personnel policies of the Board affecting union members.

## 15 16 ARTICLE XLI - SHARED TEACHING ASSIGNMENTS

### 17 18 A. Purpose

- 19  
20 1. This shared teaching program was developed to allow pairs of tenured teachers  
21 employed by the Dearborn Public Schools to voluntarily share full-time assignments in  
22 order to recall laid-off teachers, increase work options, improve staff morale and  
23 productivity, and enable employees to better meet the dual responsibilities of family  
24 and work.

### 25 26 B. Procedure

- 27  
28 1. It is the responsibility of each shared teaching team to submit a plan to the  
29 Department of Human Resources which addresses the following  
30 considerations:
- 31 a. The names of the teachers who form the partnership.
  - 32 b. When each partner will teach.
  - 33 c. How the curriculum will be divided.
  - 34 d. When joint planning will take place.
  - 35 e. How various duties associated with the shared time positions will be  
36 handled, including but not limited to meetings, marking of report cards,  
37 extra curricular and committee assignments, IEP's, MET, and student  
38 study teams.
  - 39 f. How parent conference, open house and other responsibilities be  
40 accomplished.
  - 41

42  
43 One representative of the Department of Human Resources and one representative of the  
44 Union will facilitate the implementation of this program. Individual teachers who wish to  
45 participate will be provided with the names, teaching assignments, and other contact  
46 information regarding other individuals who are interested in the program.

47  
48 A representative of the Department of Human Resources, the building principal or appropriate  
49 systemwide administrator and two representatives of the Union may meet with a shared  
50 teaching team to review the plan submitted. The building principal will have the opportunity

1 to interview teachers who wish to share an assignment in his/her building.

2  
3 C. Employee Conditions Under Shared Teaching  
4

- 5 1. Decisions regarding the selection of participants or the discontinuation of shared time  
6 assignments will not be subject to the grievance procedure.  
7
- 8 2. The following positions will not be available for shared-time assignments: Resource  
9 teacher, consulting teacher, counselor, department chairperson, athletic director, and  
10 special education pre-school or special education early elementary programs (K-2).  
11
- 12 3. When the termination of the shared teaching assignment is within two (2) years, both  
13 teachers will be assigned to their former building or department, provided such  
14 arrangements are not in conflict with other provisions of the contract. In the case of  
15 special education assignments, return will be to the former assignment or comparable  
16 assignment subject to caseload adjustments. If the termination occurs after three (3)  
17 years of the shared teaching assignment, the partner with the highest district seniority  
18 retains the current assignment and the partner with the lower district seniority will be  
19 surplus.  
20
- 21 4. All shared teaching assignments in this program will be for one school year. All  
22 applicants must reapply on a yearly basis.  
23
- 24 5. Shared-time teachers at the secondary level shall be compensated at the rate of one-  
25 half regular pay. A shared-time assignment would preclude a teacher from teaching  
26 more than half the load of a full-time teacher; e.g. five classes at the secondary level.  
27 For example: During the first semester, teacher A's schedule would include two  
28 classes plus one preparation period; teacher B's schedule would include three classes.  
29 During the second semester, teacher A would have three classes, and teacher B would  
30 have two classes plus one preparation period. Shared-time teachers at the elementary  
31 level will receive .5 for A.M. or P.M. assignment. Departmental art, music and  
32 physical education teachers will be compensated at .4, .5 or .6 depending upon their  
33 assignments.  
34
- 35 6. Individuals in shared teaching assignments shall receive fringe benefits on a pro rata  
36 basis. For example, for a .5 teacher, the Board will pay 50% of premiums. Sick and  
37 personal business days will be granted on a pro rata basis. It is understood that the  
38 teachers will pay his/her portion of L.T.D., which is based on their annual salary.  
39
- 40 7. Each teacher on a shared teaching assignment will be granted a full year of seniority  
41 and a full year of experience on the salary schedule. Retirement credit is prorated by  
42 the State Retirement Office in relation to the hours worked per day. To receive a  
43 retirement year requires an individual to work 6 hours per day for 170 days. Teachers  
44 working 3 hours per day would receive a half year of retirement credit.  
45
- 46 8. Full preparation time will be provided and will be divided as equitably as possible  
47 given the nature of the assignment.  
48
- 49 9. Extra curricular assignments and/or duties for shared teachers shall equal that of a full-  
50 time teaching assignment.

- 1  
2 10. Those sharing teacher assignments will be required to attend required inservice, staff  
3 meetings, parent conferences, special education, student study team, multi-disciplinary  
4 evaluation team, and individualized educational planning committee meetings, open  
5 houses and carry out committee assignments normally participated in by a full-time  
6 teacher as mutually agreed upon in the shared-time teaching application and approved  
7 by the school administrator. All shared time applicants agree to meet the state  
8 guidelines for professional development.  
9  
10 11. A teacher who becomes part of a shared assignment will not be granted a transfer  
11 during the school year. The primary vacancy in question will be filled by a laid off  
12 teacher or a new hire if the vacancy occurs prior to April 15. The transfer of the  
13 shared-time teacher shall then be effectuated at the beginning of the Fall Semester.  
14  
15 12. During the second semester of the school year, a committee shall be formed with equal  
16 numbers of representatives from the Administration and the Union. The union  
17 representatives shall be appointed by the Union. The charge of this committee shall be  
18 to evaluate the shared teaching program and make further recommendations.  
19  
20 13. The shared teaching program shall be limited to no more than twenty-five (25) teams.  
21 The teams shall be selected from among the applicants. Copies of approved  
22 applications will be forwarded to the Union office. Applications will be reviewed by a  
23 joint committee made up of equal numbers of representatives from the Administration  
24 and from the Union. The Union representatives to the committee shall be appointed  
25 by the Union. The final decision to approve or deny an application shall rest with the  
26 Director(s) of Elementary/Secondary Education.  
27  
28 14. Under this program, no procedure shall be established that creates any binding  
29 obligation in the future.  
30

31  
32 ARTICLE XLII - DFT SICK BANK  
33

- 34 A. The Central Sick Leave Bank (CSLB) is created. The purpose of the Bank is to provide  
35 income continuation to any union member who has suffered a catastrophic illness and who has  
36 reduced his/her personal sick leave bank to the "Deductible Amount". Persons receiving  
37 CSLB benefits will be treated as if consuming days from their personal sick leave bank with  
38 wages and benefits continued accordingly.  
39  
40 B. All union members may apply for CSLB benefits when they have exhausted their personal  
41 sick leave bank.  
42  
43 C. CSLB benefits are available to persons who meet the criteria expressed here. A person is  
44 eligible for benefits only if he/she suffered a catastrophic illness or injury. This term means  
45 an injury that is life-threatening or disabling in which the person requires extensive treatment  
46 and follow-up therapy or convalescence. A catastrophic illness or injury does not include the  
47 ordinary diseases of life.  
48  
49 D. The CSLB shall be funded by contributions from the personal sick leave banks of each union  
50 member. The balance of each member's bank will be reduced by one day on the pay date



1 nearest to October 15 of each year. The CSLB will not fall below one hundred days. An  
2 additional deduction of one day will be made whenever the CSLB reaches a balance of one  
3 hundred days. The CSLB shall not exceed one thousand days. No additional deductions will  
4 be made when the CSLB reaches one thousand days.  
5

- 6 E. CSLB benefits will commence when the CSLB Committee determines that the union member  
7 is eligible.  
8
- 9 F. CSLB benefits will stop when the CSLB Committee determines that the union member is  
10 eligible for long-term disability insurance as provided by the then current collective  
11 bargaining agreement.  
12
- 13 G. CSLB benefits are not subject to repayment by the eligible person.  
14

15 The Central Sick Leave Bank Committee  
16

- 17 I.  
18
  - 19 A. The Central Sick Leave Bank Committee is created. The committee is responsible for  
20 considering requests for benefits under the Central Sick Leave Bank. This committee  
21 shall consist of six persons, three of whom shall be appointed by the Union, three of  
22 whom shall be appointed by the Dearborn Superintendent of Schools.  
23
  - 24 B. The committee may meet and conduct business when at least five members are  
25 present. A decision will be made by majority vote of the persons then present.  
26
  - 27 C. The committee shall designate a chair. The chair shall be responsible for calling  
28 regular and special meetings, and maintaining decorum.  
29
  - 30 D. The decision of the committee to grant or deny benefits is final and binding on the  
31 applicant, the Union and the Board. The decision of CSLB shall be final and cannot  
32 be appealed to the Union membership or the Board.  
33
  - 34 E. Vacancies in committee positions may be filled at any time by the party responsible for  
35 appointing the incumbent.  
36
- 37 II.  
38
  - 39 A. CSLB benefits are available to persons who meet the criteria expressed here.  
40
  - 41 B. On initial application, an applicant shall submit adequate verification of any  
42 application for CSLB benefits. Verification shall include, at a minimum, a statement  
43 by two licensed health care professionals, at least one of whom shall be licensed to  
44 practice medicine, which shall describe the illness or injury suffered, verify that  
45 treatment has been provided, and describe the length of confinement to be required.  
46 The statement shall include a diagnosis, prognosis, treatment plan and explanation as  
47 to why the illness or injury is catastrophic or life-threatening. The committee may  
48 require additional verification.  
49
  - 50 C. The committee may require the applicant to be examined by an expert of the

1 committee's choice; may require the applicant to approve disclosure of medical or  
2 hospital records.

3 D. No application will be considered if filed more than 30 work days after the applicant  
4 has exhausted the deductible amount. The committee may waive this requirement for  
5 good cause.

6  
7 E. The committee may terminate benefits previously granted or refuse to grant additional  
8 benefits if:

9  
10 1. The applicant fails to, refuses to, provide verification of his/her illness or  
11 injury.

12  
13 2. The committee determines that the applicant has obtained benefits through  
14 misrepresentation or fraud.

15  
16 3. The committee determines that the applicant's continued use of benefits is  
17 contrary to the purposes for which the CSLB was created. The decision of the  
18 committee is final and binding on the applicant.

19  
20 F. Each person receiving CSLB benefits must apply for benefits under the long-term  
21 disability insurance plan then in effect. The CSLB committee has discretion to waive  
22 this requirement.

23 G. CSLB benefits may not be used in lieu of disability retirement, general retirement or  
24 contract benefits to which the person is eligible. The CSLB committee has authority  
25 to refuse or terminate benefits paid to a person who the committee determines is  
26 eligible for other contract benefits.

27  
28 H. The decision of the committee is final and not subject to the grievance procedure.  
29

### 30 ARTICLE XLIII - DURATION OF CONTRACT

31  
32 This Agreement shall be effective on July 1, 2006, and shall continue in full force and effect until  
33 June 30, 2007, except that the provisions of this contract shall apply to all summer school union  
34 members until the end of the summer session. On or about March 1, 2007, either party may give  
35 written notice to the other of its desire to negotiate a new agreement for the following year; and  
36 meetings for that purpose will begin at a time mutually agreeable to the parties. Provided, however,  
37 that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board  
38 to commit an unfair labor practice(s) or otherwise violate the law by any improper recognition of or  
39 support or assistance to the Union.  
40

### 41 ARTICLE XLIV - IMPLEMENTATION MEETINGS

42  
43 A. Upon request, the Superintendent will meet informally with the President of the Union on  
44 matters relating to the implementation of this Agreement or other matters of mutual concern.  
45 Such meetings will not exceed one per month except by mutual agreement.  
46

47 B. Upon request, the building administrator will meet informally with the Union building  
48 representative on matters relating to the implementation of this Agreement or other matters of  
49 mutual concern. Such meetings will not exceed one per month except by mutual agreement.  
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C. Meetings involving matters related to implementation or enforcement of contract which are scheduled at times mutually agreeable to the Administration and the Union, shall be attended by a reasonable number of appropriate Union representatives without penalty to the union members involved or to the Union.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 27<sup>th</sup> day of September, 2006.

FOR THE BOARD

FOR THE UNION

\_\_\_\_\_  
James H. Schoolmaster, President

\_\_\_\_\_  
Kevin Harris, President, DFT

\_\_\_\_\_  
Dr. John Burl Artis, Superintendent

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

\_\_\_\_\_  
Mary Ellen Yokie, Secretary

\_\_\_\_\_  
Kathleen McCormick  
Elementary 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.

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23 For the Board of Education  
24 of the School District of the  
25 City of Dearborn  
26

For the Dearborn Federation  
of Teachers

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29 \_\_\_\_\_  
John Burl Artis, Superintendent

\_\_\_\_\_ Kevin Harris, DFT President

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35 Date  
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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  
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For the Dearborn Federation  
of Teachers

32 \_\_\_\_\_  
33 John Burl Artis, Superintendent  
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\_\_\_\_\_  
Kevin Harris, DFT President

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

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

42 II. Stage Definitions and Actions

- 43 A. A school is at Stage 1 if it has not met AYP for the first year. In that event:
  - 44 1. The school will identify areas of need critical to its ability to meet AYP.
  - 45 2. The school focus will be adjusted to reflect these changes in all unit and  
46 weekly lesson plans.
  - 47 3. Using the new teacher evaluation model, teacher dispositions/behaviors will  
48 be identified and corrective measures will be established to ensure all  
49 teachers are at proficient levels.

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- 4. School professional development and faculty meetings will be focused on the areas identified in paragraph three.
- 5. District professional development will support the broad goals of the school.
  
- B. A school is at Stage 2 if it has not met AYP for two consecutive years. In that event:
  - 1. All components of Stage 1 continue if not superseded by components of this stage.
  - 2. All assessments (see Stage 1, #3) will be given to the school administration for identification of areas for intensive professional development.
  - 3. Teachers familiar with the practices of the consulting teacher program will work with individuals identified as needing assistance from #2.
  - 4. Adherence to district curriculum and building focus will be jointly examined by the school administration and the teacher(s).
  - 5. Any teacher not in II A3 will enter the process per II A 3.
  - 6. Professional development will be accelerated. This will include required compensated after-school attendance at professional development.
  
- C. A school is at Stage 3 if it has not met AYP for three consecutive years. In that event:
  - (a) The District will develop a Corrective Action Plan. Subject to the District's duty to bargain, the Plan may include:
    - 1. Transfer of certain staff from the school to other assignments and replacement by other staff.
    - 2. Institution of a new curriculum with appropriate professional development.
    - 3. Significant decrease of management authority at the school
    - 4. Appointment of an outside expert to advise the school
    - 5. Extension of the school year or school day.
    - 6. Restructure of the internal organization of the school.
  
  - (b)
    - 1. All components of Stages 1 and 2 continue if not superseded by components of this stage.
    - 2. At the beginning of the school year, an IDP will be developed for any teacher who, according to the evaluation undertaken in Stage 2, was not able to meet the Proficient Level of the Charlotte Danielson Model.
    - 3. Should any department be eliminated or modified, the collective bargaining agreement will be honored with respect to the seniority rights of affected employees.
  
- D. A school is at Stage 4 if it has not met AYP for four consecutive years. In that event:
  - 1. All components of Stage 3 will remain in effect.
  - 2. The school will be identified for restructuring. NCLB guidelines will be followed.

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

For the Dearborn Federation  
of Teachers

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John Burl Artis, Superintendent

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Kevin Harris, President

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

5  
6 Incentive Bonus Payment  
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 It is agreed that the Board of Education will provide to each individual bargaining unit member a one-  
14 time-only incentive bonus payment based on the salary step schedule rate, excluding longevity or  
15 other supplemental payments, if the total usage of sick time for the bargaining unit is decreased from  
16 the average use of sick days in 2006-07 contract year from that utilized in the 2005-06 contract year  
17 as follows:  
18

- 19 1% Bonus for 50% reduction (11.14 days to 5.57 days per teacher)
- 20
- 21 .75% Bonus for 37.5% reduction (11.14 days to 6.96 days per teacher)
- 22
- 23 .50% Bonus for 25% reduction (11.14 days to 8.36 days per teacher)
- 24

25 This payment will be made only to individuals who are employed the entire 2006-07 contract year  
26 through June 30, 2007.  
27

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29 For the Board of Education  
30 of the school District of the  
31 City of Dearborn  
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37 For the Dearborn Federation  
38 of Teachers

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43 John Burl Artis, Superintendent

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48 Kevin Harris, DFT President

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

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6 DFT Employees Working Less Than Full Time  
7  
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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 Article XXVII M. Health Benefits, “The Board will pay premiums for hospital-surgical-medical,  
14 optical and dental coverage on a prorated basis for all employees hired after July 1, 1997, according  
15 to the percentage of the day worked. For example, for a .5 teacher, the Board will pay 50% of  
16 premiums listed above.”  
17

18 Any employee who voluntarily changes their employment status from full time to less than full time,  
19 will be responsible for hospital-surgical-medical, optical and dental coverage on a prorated basis  
20 according to the percentage of day worked.  
21

22 Deductions for these benefits will be made October 15<sup>th</sup> – June 15<sup>th</sup>.  
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27 For the Board of Education  
28 of the School District of the  
29 City of Dearborn  
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For the Dearborn Federation  
of Teachers

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33 John Burl Artis, Superintendent  
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Kevin Harris, DFT President

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

5  
6 Posting of District Positions  
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 It is agreed that postings for district positions pursuant to the DFT collective bargaining agreement  
14 will be accomplished through the use of the district e-mail system. Postings will be made as indicated  
15 by the appropriate contract language either in the building or on the district-wide server for the  
16 specified number of days per contract language. Accordingly, posting responses made by DFT  
17 members will be accepted via e-mail at the e-mail address as indicated on each separate posting.  
18

19  
20 For the Board of Education  
21 of the school District of the  
22 City of Dearborn  
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For the Dearborn Federation  
of Teachers

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28 John Burl Artis, Superintendent  
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Kevin Harris, DFT President

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33 Date  
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1 LETTER OF UNDERSTANDING #7  
2 BETWEEN DEARBORN BOARD OF EDUCATION  
3 AND  
4 DEARBORN FEDERATION OF TEACHERS  
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6 Half-Time Teachers  
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 Half-Time teachers who are involuntarily surplusd due to a reduction in teaching positions, may  
14 exercise their right to be realigned to a full-time position within their building based upon seniority  
15 and qualifications.  
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24 For the Board of Education  
25 of the School District of the  
26 City of Dearborn  
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For the Dearborn Federation  
of Teachers

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30 John Burl Artis, Superintendent  
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Kevin Harris, DFT President

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1 LETTER OF UNDERSTANDING #8  
2 BETWEEN DEARBORN BOARD OF EDUCATION  
3 AND  
4 DEARBORN FEDERATION OF TEACHERS

5  
6 Absence Verification Procedure  
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

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

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

1 9. Further suspected repeated abuse of absences, as determined by Human Resources, may lead  
2 to a disciplinary hearing and possible disciplinary action.  
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16 For the Board of Education  
17 of the School District of the  
18 City of Dearborn  
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For the Dearborn Federation  
of Teachers

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22 John Burl Artis, Superintendent  
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Kevin Harris, DFT President

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