

**AGREEMENT BETWEEN  
THE DEARBORN BOARD  
OF EDUCATION**



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



**dearborn federation of teachers**

**2013 - 2018**

**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                                   2013-2018  
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 ARTICLE I - RECOGNITION  
11

12  
13 A. The Board recognizes the Union as the exclusive bargaining representative for all personnel in  
14 the bargaining unit described as follows:

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

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

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

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

1 construed to require the Board to compile information and statistics not already  
2 available, but the Union shall have the right to examine such records and files as may  
3 be necessary to provide the necessary information. However, whenever examination of records  
4 and files is required to compile information and statistics as requested by the Union, such  
5 examination shall be accomplished by a work force consisting of an equal number of Board  
6 and Union representatives. Such examination shall be accomplished at a reasonable time upon  
7 reasonable notice.  
8

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

## 22 ARTICLE II - BOARD OF EDUCATION RIGHTS 23

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

## 47 ARTICLE III – UNION SECURITY 48

- 49 A. The Employer and the Union agree that the Union's duties to persons employed in the

1 bargaining unit require that each unit member share the costs associated with the negotiation of  
2 and administration of this collective bargaining agreement. Therefore, each person employed in  
3 the bargaining unit shall either become a member of the Union and pay dues required of  
4 members or agree to pay a service fee in an amount determined by the Union. A service fee  
5 will be deducted from the paychecks of persons who fail or refuse to do either. This section  
6 describes the process used to accomplish these goals. This agreement is made to reflect the  
7 parties' mutual goals of labor peace and bargaining unit continuity which both parties  
8 acknowledge to be valuable to each of them.

- 9 1. Promptly after approval of their hiring, the Union will be notified of the name(s) of each  
10 person newly employed by the Employer who will be assigned to a position in this  
11 bargaining unit. The Union will present the notice attached as exhibit one to such person.  
12 The employee will have fourteen (14) calendar days to decide whether to become a Union  
13 member or pay a service fee.  
14
- 15 2. The service fee will be deducted from the compensation of any person who fails or refuses  
16 to either become a Union member or approve deduction of a service fee ("the Non-  
17 Payer"). The employer will deduct dues or service fees from paychecks of persons who  
18 have agreed to such deductions or who have not responded to a request for election as  
19 described here. The form for deduction will be either the Voluntary Authorization for  
20 Deduction of Dues or the Payroll Withholding Authorization.  
21
- 22 3. The Union will certify the membership dues or service fee and submit same to the Payroll  
23 department for the months of September through June.  
24
- 25 4. Payroll deductions shall be made on a bi-weekly basis, for a total of twenty (20) pays.  
26
- 27 5. All sums deducted by the Employer shall be remitted to the financial officer of the  
28 Union within ten (10) days of each bi-weekly deduction in the months in which the  
29 deductions were made, together with a list of names and the amount deducted for each  
30 employee for whom a deduction was made.  
31
- 32 6. Changes in the amount of the monthly Union dues or service fee also must be  
33 delivered to the Employer at least fifteen (15) calendar days prior to the last payday of  
34 the calendar month on which the charge is to become effective.  
35
- 36 7. A Bargaining Unit member may revoke the Voluntary Authorization for Deduction of  
37 Dues or the Payroll/Withholding Authorization for deduction of Union dues or service fee  
38 from 8/1 through 8/21 by written notification to the Employer on a form provided by the  
39 Employer, provided notice of such revocation is given to the Union. Payroll deductions  
40 shall terminate when a revocation has been delivered to the Employer from 8/1 through  
41 8/21 inclusive, or else deductions will continue. If the Bargaining Unit member exercises  
42 his/her right to terminate payroll deductions, he/she will then be responsible for paying  
43 either dues or service fees directly to the Union in such a manner, and on such a schedule,  
44 as the Union may approve.  
45
- 46 a. The parties acknowledge that involuntary deduction of the service fee is a sanction  
47 that is less harmful to education continuity than discharge.  
48

- 1                   b.       Notwithstanding the same, in the event that Section 2 above is found to be  
2                   un enforceable by a court or agency of competent jurisdiction from which appeals  
3                   have exhausted (or the time to appeal has expired), then the parties shall utilize the  
4                   process which follows:  
5  
6                   i.        The Union notifies the employee by letter, explaining that he or she is  
7                   delinquent in not tendering either Union dues or service fees, and specifying  
8                   the current amount of such delinquency, and warning him or her that unless  
9                   such dues or service fees or a properly executed Payroll Withholding  
10                  Authorization are tendered within thirty (30) calendar days of such notice,  
11                  he or she will be reported to the Board for termination. The effective date  
12                  for termination of employment of any employee who fails to comply with  
13                  this agreement shall be the end of the school year in which the employee's  
14                  failure to comply occurs.  
15  
16                  ii.       The Union will furnish the Board with a copy of the letter sent to the  
17                  employee and notice that he or she has not complied with the Union's  
18                  request. When requesting the Board to terminate the employee, the Union  
19                  shall further specify the following by written notice:  
20  
21                        1.)       The Union certifies that (Name) \_\_\_\_\_  
22                                    has failed to tender either the required Union dues or service fees  
23                                    required as a condition of continued employment under this  
24                                    collective bargaining agreement and demands that, under the  
25                                    terms of this agreement, the Board shall terminate this employee.  
26  
27                  iii.       The Board agrees that within five (5) days of receipt of the notice provided  
28                  in the last preceding paragraph, it shall notify the employee that his or her  
29                  services shall be terminated at the end of the current school year, and the  
30                  Board further agrees that, at the next meeting of the Board after receipt of  
31                  the said notice, the Board shall, at its option, either adopt a resolution  
32                  terminating the employment of the employee effective at the end of the  
33                  current school year, or adopt a resolution initiating Tenure Act proceedings  
34                  directed toward termination of the employment of the employee effective at  
35                  the end of the current school year. The Board further agrees that after it has  
36                  received the said notice it will not accept a Payroll Withholding  
37                  Authorization from such employee without the consent of the Union.  
38  
39                  iv.       Notwithstanding the foregoing, the individual employee(s) may be  
40                  reemployed in the event that, at the time of hire, they either join the Union or  
41                  pay or arrange for payment of a service fee.  
42  
43       8.       The Union will determine the amount of the service fee in accordance with prevailing law.  
44       Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable  
45       based on their relationship to negotiation and enforcement of the collective bargaining  
46       agreement. The Union, alone, will determine the amount of the service fee to be deducted.  
47       The Employer may request, and receive, information explaining which fees or expenses the  
48       Union has determined to be chargeable to service fee payers.



- 1 9. This agreement may be enforced via the grievance procedure or, at the Union's sole  
2 option, through an action in the Circuit Court without prior exhaustion of the grievance  
3 procedure.  
4
- 5 10. Fees shall not be deducted during the pendency of any Objection that any Non-Payer  
6 may have properly initiated under the Union's Process for Resolution of Objections; it  
7 may be invoked fourteen (14) days after the conclusion or termination of the process for  
8 resolution of an Objection.  
9
- 10 11. The Union will provide the Employer a copy of its Process for Resolution of Objections,  
11 and any changes to the Process.  
12
- 13 12. The Union shall defend, (including the negotiation of any voluntary settlement),  
14 indemnify and hold harmless the Dearborn Board of Education, its members and its  
15 employees from claims made with regard to this agreement provided that the Union  
16 shall be promptly notified of any such claim and shall be entitled to provide counsel of its  
17 choice, at the Union's expense and provided further that the Dearborn Board of  
18 Education shall cooperate in the defense or resolution of the claim.  
19
- 20 13. The employer and the union will bargain with regard to the wage scale in this  
21 agreement in the event that the Dearborn Public Schools are sanctioned for approving a  
22 union security agreement prior to March 26, 2013. This right shall arise only if the  
23 District has suffered a significant economic loss as the result of economic retaliation  
24 by the legislature and governor against employers which approve union security  
25 contracts after December 27, 2012 and prior to the effective date of 2012 PA 349.  
26
- 27 14. The Employer agrees that it will not, during the life of this agreement, deduct dues or service  
28 fees from unit members for any organization other than the Union.  
29

30 **Exhibit one**  
31 **Notice to New Hire**  
32 ***Welcome to our Union!***  
33

34 We invite you to join the Dearborn Federation of Teachers Local 681. As a Federation member,  
35 you will have the opportunity to work with your colleagues on questions important to employees of  
36 the Dearborn Public Schools. You will receive local union notices as well as newsletters of the  
37 American Federation of Teachers and the state organization, AFT Michigan. You will have a vote  
38 on all Union issues, including our contract. Being a Union member is a significant right. However,  
39 you are not required to join the Union.

40 The law requires us to notify you that:

- 41
- 42 1. You have the right to become a member of the organization or refrain from becoming a member  
43 of the Union without fear of reprisal by either the Union or the Dearborn Public Schools.  
44
- 45 2. An employee represented by the Union who chooses not to become a member of the  
46 union or who after joining the union decides to resign is subject to the Union Security  
47 Clause (the "Clause") of the collective bargaining agreement between the Union and the  
48 Dearborn Public Schools. The Clause requires an employee who does not join the union to  
49 pay an agency fee, also called a service or representation fee.

- 1           3.     The agency fee is limited to that portion of union dues the Union expends on matters  
2           related to or that impact collective bargaining, contract administration and enforcement.  
3
- 4           4.     A non-member must arrange for either payroll deduction (unless the collective  
5           bargaining agreement permits payroll deduction without the non-member's consent),  
6           direct payment of the agency fee or auto deduction of the fee from a bank account or  
7           credit card or advance, direct, payment of the fee. Failure to pay the fee will result in  
8           the non-member's discharge from employment. (See Article III of the DFT contract.)  
9
- 10          5.     A non-member may object to the amount of the service fee. To object, the non-member  
11          must present a written objection to the Union's treasurer or designee. The objection  
12          must be presented within a defined window period of twenty-eight (28) days. The failure  
13          to present an objection waives the right to do so.  
14
- 15          6.     An objector will be given a full explanation of the basis for the service fee. The  
16          explanation will include a detailed list of chargeable and non-chargeable expenditures  
17          and a report of an independent auditor showing the Union's expenditures from the  
18          most recent prior fiscal year.  
19
- 20          7.     The following are examples of expenditures that are chargeable to a non-  
21          member:  
22
  - 23           a.     Expenses related to or that impact collective bargaining, contract administration  
24           and enforcement;
  - 25           b.     Expenses related to the administration and enforcement of agreements, practices  
26           and working conditions, including grievance handling and arbitration. Also  
27           included are expenses related to communications with employees in the bargaining  
28           unit or with employer representatives regarding wages, hours or working  
29           conditions;
  - 30           c.     Expenses related to normal union internal governance and management expenses;
  - 31           d.     Expenses related to social activities and union business meetings;
  - 32           e.     Expenses related to union publications to the extent coverage is related to  
33           chargeable activities;
  - 34           f.     Expenses related to litigation before the courts and administrative agencies  
35           related to contract administration, collective bargaining rights and internal  
36           governance;
  - 37           g.     Expenses related to legislative, executive branch and administrative agency  
38           representation on legislative and regulatory matters related to contract ratification  
39           or the implementation of contracts;
  - 40           h.     Expenses related to the education of and training of members, officers, and  
41           staff intended to prepare the participants to better perform chargeable  
42           activities;
  - 43           i.     Expenses related to the education of and training of members, officers, and  
44           staff intended to prepare the participants to better perform chargeable  
45           activities;
  - 46           j.     Expenses related to the education of and training of members, officers, and  
47           staff intended to prepare the participants to better perform chargeable  
48           activities;
  - 49           k.     Expenses related to the education of and training of members, officers, and  
50           staff intended to prepare the participants to better perform chargeable  
51           activities;

- 1 i. A proportional share of all overhead and administrative expenses.  
2  
3 8. The following are examples of expenditures which are not chargeable to non-  
4 members:  
5  
6 a. Expenses related to community service activities of the Union;  
7  
8 b. Expenses related to legislative activity not involving contract ratification or  
9 the implementation of contracts:  
10  
11 c. The non-chargeable portion of AFT and AFT Michigan per capita. The AFT and  
12 AFT Michigan send an annual notice to locals of what percentage of per capita is  
13 non-chargeable:  
14  
15 d. Expenses related to the cost of affiliating with organizations other than the  
16 AFT and AFT Michigan;  
17  
18 e. Expenses related to the direct support of political candidates, PAC  
19 expenditures and contributions to ballot questions.  
20  
21 9. A fee payer who disagrees with the Union's characterization of chargeable and non-  
22 chargeable expenditures or calculation of the expenditures in any category may  
23 challenge the Union's determination by submitting a written challenge to the  
24 President or Treasurer of the Union during the defined window period. This right to  
25 challenge the fee determination must be filed no later than twenty-eight (28) days  
26 following receipt of the notice of the amount of the fee.  
27  
28 10. A timely filed challenge to the union's determination of chargeable and non-chargeable  
29 expenses will be resolved by an impartial determination process culminating in  
30 arbitration. All challenges will be consolidated to the extent practicable and be  
31 heard as soon as possible. The presentation to the arbitrator will be either in writing or  
32 at a hearing if requested by any objector(s). If a hearing is held, any objector who  
33 does not wish to attend may submit his or her views in writing by the date of the  
34 hearing. If a hearing is not held, the arbitrator will set a date by which all written  
35 submissions will be received and will decide the case based on the records  
36 submitted. The Union will bear the burden of justifying its calculations.  
37  
38 11. Any cost for arbitrator's services and the cost of any proceedings before the  
39 arbitrator will be borne by the Union. Individually incurred costs will be borne by the  
40 party incurring them.  
41  
42 12. While the objection is pending, the Union's Treasurer will hold, in an escrow account,  
43 that portion of the fees that are reasonably in dispute. In the event that the arbitrator  
44 determines that the objector is entitled to a greater reduction in fees than calculated by the  
45 Union, an additional check will be issued at the close of the objection procedure for  
46 the balance of the reduction in fees, as determined by the arbitrator.  
47  
48  
49

1 ARTICLE IV - APPOINTMENT OF NEW TEACHERS

- 2
- 3 A. All teachers shall be properly certificated, licensed or approved as required by law and shall be  
4 subject to the state Teacher Tenure Act. The parties agree that it is educationally desirable for  
5 all newly hired teachers to have the minimum of a BA Degree.  
6
- 7 B. Information regarding certification, majors and minors, endorsements, and licensing of newly  
8 appointed teachers shall be sent to the Union office within a reasonable period of time.  
9

10 ARTICLE V - COMMITTEES

- 11
- 12 A. All system wide committees in the Dearborn School System will be authorized by the  
13 Superintendent of Schools.  
14
- 15 B. Curriculum development is the responsibility of all teachers and all administrators working  
16 together. Therefore, all system wide curriculum committees will have combined membership  
17 of union member and administrators. System wide committee appointments, coordination of  
18 curriculum committee activities, and the implementation of curriculum committee  
19 recommendations will be the responsibility of the appropriate administrator. The  
20 Administration's decision regarding such recommendations shall be made known to the  
21 appropriate committee chairperson. Should any of the recommendations not be approved, the  
22 Administration shall state the reason(s), in writing, which justify the rejection.  
23
- 24 C. The Board shall attempt to provide the Union by the fourth Monday of each semester, with a  
25 list of all system wide committees operative in the school system. Upon request, the President  
26 of the Union or his or her designee will be provided with the opportunity to discuss with the  
27 appropriate administrator the composition and functions of the committee in order to assure  
28 that such committees do not intrude upon the prerogatives of the Union as recognized by law.  
29
- 30 D. Written requests for occasional released time for a system wide committee chairperson may be  
31 addressed to the appropriate Director for Instructional Services and may be granted in cases  
32 where the Director, in his or/her discretion, considers the released time necessary.  
33
- 34 E. Committees dealing with wages, hours and working conditions shall be composed of the same  
35 number of representatives from the Administration and the Union. Union representatives will  
36 be appointed only after consultation with the Union, and thereafter the Union shall be notified  
37 of all such appointments.  
38
- 39 F. Both the Union and the Board agree that committees play an important role in the function of  
40 an individual school. It is agreed that committee participation is essential and unit members  
41 will be encouraged to participate on committees to ensure that the needs of the schools are met.  
42 Each unit member is expected to serve on at least two committees in any given year.  
43 Assignments will be mutually determined by the unit member and the administrator in charge.  
44 Beyond two assigned committees, unit member service on any other committee is voluntary.  
45
- 46 G. The Director of Division of District Operations shall schedule meetings of an advisory safety  
47 committee at least four times per year to discuss employee safety hazards and safety practices  
48 in the District. The Union shall have a representative on this committee. The Administration  
49 and the Union shall continue to cooperate in implementing and maintaining all health and

1 safety rules and practices.

2  
3 H. System wide and building committee meetings, that meet outside of the school day, will not  
4 exceed the maximum time allotment of ninety (90) minutes per month. The number of  
5 meetings per month will be mutually agreed upon between committee members. Any decisions  
6 requiring a vote will be made within the first sixty (60) minutes of a meeting.

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

#### 13 14 ARTICLE VI - PROFESSIONAL RESPONSIBILITIES OF UNIT MEMBERS

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

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

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

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

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

1 coaching assignments, graduate class, the unit member may have the option of leaving immediately  
2 after students have been dismissed. However, their day would begin ten (10) minutes before the  
3 arrival of students.  
4

5 The Board and the Union recognize that ongoing professional development is a requisite to providing  
6 optimal student learning. Any Professional Development Committee(s) will consist of a Union  
7 Member co-chair and an Administrator co-chair. Any Professional Development Committee(s) will  
8 consist of equal representation from Unit members and Administrators, and will consult and assist  
9 with planning. Unit members will attend professional development to attain the skills and information  
10 necessary to aid students in meeting benchmarks and expectations set forth by the state and district. In  
11 February of each school year the Professional Development Committee(s) will survey the teachers for  
12 professional development topics to be included in the following school year's professional  
13 development. The result of these surveys will be shared with all stakeholders.  
14

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

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

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

#### 29 A. Elementary Teachers 30

- 31 1. Elementary teachers shall be scheduled for a minimum of 270 minutes planning time  
32 per week for 2013-2014. Results to be studied by a joint committee of 3 union members  
33 appointed by the DFT President and 3 members appointed by the Superintendent. The  
34 committee will review cost and operational efficiency. If the committee determines that  
35 the new allocation of 270 minutes has been successful it will continue for the duration  
36 of this agreement. If the committee determines that it has not been successful the  
37 committee will make recommendations on how to modify the elementary preparation time  
38 schedule. The committee recommendations will be shared with the Superintendent and  
39 DFT president for a final decision.  
40

- 41 2. It is the intent of the Board of Education to continue with the current practice of  
42 providing special area classes for elementary students.  
43

44 At the later elementary level (grades 4-5), special area classes are currently provided as  
45 follows: at least one art period of forty-five (45) minutes each per week, at least one  
46 music period of forty-five (45) minutes each per week, one enrichment period of forty-  
47 five (45) minutes each per week, and two physical education periods of forty-five (45)  
48 minutes each per week. Individual buildings have flexibility to choose one of the  
49 three following options with all periods lasting for 45 minutes in order to provide all

1 teachers with 270 minutes of preparation time each week.

2 Option A. (2 PE periods, 2 music periods, 2 art periods.)

3 Option B. (2 PE periods, 2 music periods, 1 art period, and one enrichment period.)

4 Option C. (2 PE periods, 1 music period, 2 art periods, and one enrichment period.)

5 At the early elementary level (grades 1-2-3), special area classes are currently provided  
6 as follows: one art period of forty-five (45) minutes per week, two music periods of  
7 forty-five (45) minutes each per week, one physical education period of forty-five (45)  
8 minutes per week and one media period of forty-five (45) minutes per week, and one  
9 enrichment period of forty-five (45) minutes each per week.

10  
11 Kindergarten students are currently provided one art period of forty-five (45) minutes,  
12 two music periods of forty-five (45) minutes each per week, two physical education  
13 periods of forty-five (45) minutes each per week and one enrichment period of forty-  
14 five (45) minutes each per week.

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

- 23  
24 3. The administrators responsible for the scheduling of special area time shall make every  
25 reasonable effort to attempt consistency of preparation time for the teachers involved  
26 and shall attempt the equitable distribution of special area teacher time throughout the  
27 week. This shall include transition time between classes that will not count towards the  
28 allotment of 270 minutes planning time per week.
- 29  
30 4. Time from morning dismissal until reconvening of afternoon sessions, less thirty (30)  
31 minutes duty-free lunch, will be considered planning time. Time needed beyond that  
32 provided at the noon hour to complete the 270 minutes planning time must be  
33 scheduled at the beginning or end of the day. The principal may, with the expressed  
34 concurrence of a substantial majority of the early elementary teachers involved, alter the  
35 scheduling of such preparation and/or consultation time, provided that such preparation  
36 and/or consultation time is, in the alteration process, neither fragmented nor reduced.  
37 Should the alteration process include the provision of additional special area teacher  
38 time, the total preparation and/or consultation time granted early elementary teachers  
39 shall not exceed that granted later elementary teachers.
- 40  
41 5. All elementary teachers will have a minimum of thirty (30) minutes per day for a duty-  
42 free lunch period, except in emergency situations as defined in Article VI. C. 2.
- 43  
44 6. For each day that school is in session for a full day, each full-time elementary teacher of  
45 art, music, and physical education will be allowed no less than forty (40) minutes each  
46 day for consultation and/or preparation during the regular school day with a thirty (30)  
47 minute duty-free lunch period. In determining special area teachers' preparation times,  
48 the five minutes from 8:35 a.m. to 8:40 a.m. may be included as part of the total 270  
49 preparation minutes per week. It is understood that they will have no duties during that

1 time.

2  
3 7. Certified and qualified teachers who are presently teaching at the elementary level and  
4 who were employed by the Board as of June 1, 1983, will be excluded from the  
5 requirements of the ZA endorsement resulting from School Board or Administration  
6 policies. This provision does not apply if the state or federal government require the  
7 change.

8  
9 8. Faculty meeting days will be reserved as follows:

- 10  
11 - the first, second and fourth Mondays of each month will be reserved for  
12 departmental and/or grade level/PLC meetings with an instructional or curriculum  
13 focus. The total combined time for these meetings will not exceed 180 minutes, with  
14 meetings lasting no longer than one and one-half hours. This configuration will allow  
15 the parties the flexibility to schedule either 2 or 3 meetings in any given month in  
16 order to meet the needs of the building. Should the need arise, the time set aside for  
17 meetings can be used for other meetings with the building staff.  
18 - the third Monday of each month will be reserved for union building meetings;  
19 - the fifth Monday of the month will be reserved for staff meetings subject to the  
20 mutual agreement of the parties.  
21

22 Upon prior consultation with the appropriate union representative, it is understood that meetings may  
23 be scheduled for urgent reasons on days other than Monday, provided that the adjusted meeting  
24 schedule will not exceed the number of staff meetings above.  
25

26 B. Secondary Teachers

27  
28 1. All full-time high school teachers shall be assigned by the building administrator the  
29 equivalent of five class periods, a planning period, thirty (30) minute duty-free lunch  
30 period, and (unless excluded under other provisions of this contract) homeroom or  
31 other related duties necessary for proper supervision of the building. Exceptions to  
32 class scheduling may be made in buildings where experimental programs are  
33 implemented with the agreement that such scheduling shall not exceed the equivalent of  
34 twenty-five (25) class periods per week.  
35

36 In the case of Middle School, full-time teachers shall be assigned by the building  
37 administrator the equivalent of five (5) class periods, a planning period, thirty (30)  
38 minute duty-free lunch period, and (unless excluded under other provisions of this  
39 contract) homeroom or other related duties necessary for proper supervision of the  
40 building. Exceptions to class scheduling may be made in buildings where  
41 experimental programs are implemented with the agreement that such scheduling shall  
42 not exceed the equivalent of twenty-five (25) class periods per week. The  
43 advisor/advisee period does not count as a class period for the calculation of twenty-five  
44 (25) class periods.  
45

46 Starting with the 2013-14 school year, part time and shared time teachers' schedules  
47 will not include a scheduled planning period. Time scheduled and paid will be based on  
48 a 0.2 FTE per class assigned (1 class = 0.2, 2 classes = 0.4, 3 classes = 0.6 and 4  
49 classes = 0.8).



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

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

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

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

#### C. All Unit Members

1. The grading and/or evaluation of students is primarily the responsibility of the classroom teacher. The Administration shall be responsible for reasonable support of grading and/or evaluation practices of the teachers under their jurisdiction. Following consultation with the teacher, the determination of credit or non-credit shall be the responsibility of the Administration.
2. All unit members will have a duty-free lunch period. It is recognized that emergency situations may occasionally arise affecting the health and welfare of students when it might be necessary to ask unit member assistance with the understanding that the lunch period will not be interrupted for assistance in those situations ordinarily the responsibility of building administrator or non-instructional personnel if such personnel are available.
3. During a teacher's preparation time, arrangement may be made with the appropriate building administrator should it be necessary for the teacher to leave the premises.

- 1 4. Teachers assigned to more than one building during any school day shall be granted the  
2 same thirty (30) minute duty-free lunch period, exclusive of travel time, as that  
3 granted to other teachers.  
4
- 5 5. Unit members assigned to more than one building shall attend regularly scheduled  
6 faculty meetings, in any of the buildings to which they are assigned, upon notification  
7 by the appropriate building administrator that their area(s) of responsibility is to be  
8 discussed, recognizing that their school of primary assignment (home base) is to take  
9 precedence in the event of conflict.  
10
- 11 6. Prior to decisions as to placement, the departmental system wide administrator shall  
12 send notices out by April 1<sup>st</sup> to those unit members in said department requesting their  
13 assignment preference for the following school year.  
14
- 15 7. All disciplinary practices shall be in conformity with applicable provisions of any  
16 established and/or published policies or procedures dealing with student conduct.  
17  
18 Unit members will receive administrative support in their reasonable application of  
19 approved measures.  
20
- 21 8. A teacher currently employed in a subject assignment may continue in said assignment  
22 even though new requirements for that assignment have been established, provided  
23 such person remains in that assignment or unless prohibited by State or Federal law.  
24 Upon such teacher's transfer, declaration of surplus, leave, layoff, or other change in  
25 present assignment which causes movement to another building, the teacher shall be  
26 scheduled into subject areas for which the teacher is certified and qualified.  
27
- 28 9. For Health and Safety reasons, all students who do not have complete bowel and/or  
29 bladder control, as defined by more than three (3) toileting accidents within the first ten  
30 (10) days of a student's attendance in school, will be assigned a one-to-one para-  
31 professional to monitor that student's toileting needs. For this process to be implemented,  
32 the teacher must report the incident to their administrator in writing.  
33

#### 34 D. Coaching and Physical Education Requirements 35

- 36 1. All persons assigned physical education teaching and/or coaching responsibilities must  
37 have either a college credit course or an in-service course in the care and prevention of  
38 athletic injuries.  
39
- 40 2. All swimming instructors must have and maintain Water Safety Instructor's and  
41 Advanced Lifesaving Certificates. One scheduled opportunity for professional  
42 development will be provided to all swimming instructors to renew their Water Safety  
43 Instructors and Advanced Lifesaving certificates each year. It will be the responsibility  
44 of the teacher to attend the district provided professional development or obtain the  
45 required professional development at their own expense.  
46
- 47 3. All physical education teachers and/or coaches must have a valid CPR (Cardio-  
48 Pulmonary Resuscitation) certificate. One scheduled opportunity for professional  
49 development time will be provided to all physical education teachers to renew their  
50 CPR certificate each year. It will be the responsibility of the teacher to attend the

1 district provided professional development or obtain the required professional  
2 development at their own expense.

3  
4 E. Protocol for Handicapped/Medically Fragile Students

- 5  
6 1. No non-tenured teacher will be required to assist or supervise a diabetic/insulin  
7 dependent student. This assistance/supervision includes the calculation of  
8 carbohydrates to determine insulin dosage, injections, or insulin pump procedures.  
9

10 ARTICLE VII - SENIORITY

- 11  
12 A. A seniority date is a February 1 or September 1 date which, subtracted from the current date,  
13 will give the number of years of contractual service as a unit member in the P-12 Program of  
14 the Dearborn School System.

15  
16 The service period of unit members in other districts, who may, as a result of annexation,  
17 become a part of the Dearborn Public School System, shall be recognized as creditable  
18 seniority in all aspects of the contract involving seniority.  
19

- 20 B. In the event of a conflict, within the first 30 calendar days of the beginning of the school year  
21 or the start of a new semester, in a given school regarding the assignment of any facility  
22 (facility is defined as room assignment and not teaching assignment). P-12 seniority shall be  
23 the determining factor unless, in the Administration's opinion, specific educational needs  
24 supersede such considerations. There shall be two exclusions to the above:

- 25  
26 1. Special education and departmental room assignments.  
27  
28 2. Specific classroom assignments at the secondary level.  
29

30 If the Administration's decision is based on specific educational need(s) rather than the  
31 seniority factor, the Administration shall, upon request, state in writing its reason(s) for the  
32 decision to the senior teacher(s) directly involved.  
33

- 34 C. Annually, the Human Resources Department will prepare for the Union a seniority list of all  
35 unit members. In addition, a list for each building, containing names, seniority dates and the  
36 last four digits of social security numbers in that building, will be sent to the Union Office on  
37 or about November 1 of each school year.  
38

39 Time involved outside the bargaining unit, in personal leave or time in excess of five (5) years  
40 on Civic Leave, shall not be counted as creditable service for seniority purposes; and the  
41 position of any such unit member on the list will be adjusted accordingly. The Union shall be  
42 notified within a reasonable period of time of any changes in certification, endorsement,  
43 licensing, or approval by Federal or State law of any member of the bargaining unit.  
44

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

1 Unit members who resign and are subsequently reappointed will not receive seniority credit for  
2 previous years of service.

3  
4 D. Time involved in all professional leave will be counted as creditable service for the purpose of  
5 seniority.

6  
7 E. Periods of creditable service of less than one year shall be calculated to the nearest whole  
8 semester and the seniority date will be adjusted accordingly. Unit members hired before April  
9 15th of the spring semester or before November 15th of the fall semester receive the full  
10 semester's credit for seniority purposes. A unit member who serves in a temporary  
11 administrative capacity for more than ten (10) weeks in any twenty (20) week period during the  
12 school year will lose seniority for the semester in which the greater portion of time was spent in  
13 a temporary administrative capacity. Consistent with past practice, the position left open due  
14 to reassignment to temporary administrative capacity may be filled with a substitute teacher.

15  
16 F. When ranking unit members in seniority order, if two (2) or more unit members have the same  
17 seniority date, they shall be ranked by the last four (4) digits of their respective social security  
18 numbers, the one with the higher number being given higher seniority rank.

19  
20 For example:

	<u>Seniority Date</u>	<u>Social Security Number</u>
21 Unit Member No. 1	9-1-98	XXX-XX-6500
22 Unit Member No. 2	9-1-98	XXX-XX-5999
23 Unit Member No. 3	2-1-99	XXX-XX-9999
24 Unit Member No. 4	2-1-99	XXX-XX-9234
25 Unit Member No. 5	2-1-99	XXX-XX-7233

26  
27  
28  
29  
30 ARTICLE VIII – NEW POSITIONS AND DEPARTMENTS

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

37  
38 B. Newly created positions will be announced and posted according to Article VIII A in each  
39 school prior to the selection of staff. Five (5) school days shall be allowed for applications  
40 from present staff members.

41  
42 C. When new teaching positions are established because of special grants from the Federal or  
43 State government, or from a foundation, teachers in the bargaining unit will have the first  
44 opportunity to fill these teaching positions consistent with job descriptions established for these  
45 teaching positions by the Administration. A notice of such position shall be visibly posted  
46 according to Article VIII A for a period of five (5) school days in each school building and  
47 department.

1 D. Bilingual Department Teacher

2  
3 The Board and the Union recognize that all Bilingual Department teachers shall obtain a  
4 bilingual or ESL endorsement.  
5

6 In the event that an appropriate certified teacher is not available for a bilingual department  
7 position either from reappointment from layoff, or from the pool of new hire candidates for a  
8 bilingual department assignment, an agreement between the unit member and designee of  
9 Dearborn Public Schools shall be signed and filed with Human Resources in the teacher's  
10 personnel file. The agreement defines the following conditions of employment:  
11

- 12 1. The teacher will obtain a minimum of six (6) credit hours per year toward a bilingual or  
13 ESL endorsement prior to the start of the next consecutive work year from an  
14 accredited university.
- 15 2. The teacher must earn an ESL or bilingual endorsement from an accredited university  
16 based on the above schedule.  
17

18  
19 These conditions will be reviewed annually to verify compliance prior to the start of any given  
20 work year. If the above conditions are not met and the teacher remains assigned in a bilingual  
21 department position, the teacher's employment with the Dearborn Public Schools will be  
22 terminated if they are probationary or surplusd from the department in accordance with Board  
23 policy if tenured.  
24

25 The continued employment of a teacher without an endorsement in a bilingual department  
26 position will not supersede other employment conditions set forth in this collective bargaining  
27 agreement.  
28

29 E. Departmental Teacher

- 30  
31 1. Art, Music and Physical Education departments will cover grades K-12. However,  
32 teachers at Dearborn, Edsel Ford, and Fordson High Schools will be the exception as  
33 those teachers will be part of the building staff in Art, Music and PE positions.  
34
- 35 2. The Special Education and Bilingual Departments will include all schools in grades K-  
36 12.  
37
- 38 3. The Intervention/Coach Department included grades K-5.  
39

40  
41 ARTICLE IX - GRIEVANCE PROCEDURE

42  
43 A. Definition of Grievance

44  
45 A grievance is an alleged violation, misapplication or misinterpretation of this contract. Said  
46 grievance shall be in writing specifying the provision(s) of the contract upon which the  
47 grievant(s) is relying.  
48

49 B. Statement of Basic Principles

1. The Union shall have the right to present grievances in accordance with these procedures.
2. All discussions shall be kept confidential during procedural stages of the resolution of a grievance.
3. A unit member who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
4. The failure of an administrator at any level to communicate a decision to the Union within the proper time limits shall permit the Union to proceed to the next stage within the time allowed had the decision been rendered on time.
5. The failure of the Union to appeal a decision to the next higher stage within the proper time limits shall constitute acceptance of the last written decision and shall bar future action on that particular grievance, unless a written waiver of time has been granted.
6. The Union has the right to have representative(s) present at all stages of any grievance.
7. The denial of tenure, or action brought against a teacher under the Tenure Act shall not be considered as falling within the province of the grievance procedure.
8. Should the matter remain unresolved, the grievance shall proceed pursuant to the procedure prescribed in the "Formal Stages" of this article.
9. All formal grievances at all stages shall be submitted directly in writing to the Director of Human Resources. The Director of Human Resources will affix a time stamp promptly which will serve to activate the grievance officially. The Director of Human Resources will disseminate copies to all parties involved and will serve as a clearing house for all steps in the grievance process. The Director of Human Resources will discuss with the President of the Union or designee any inadequacies or deficiencies in the filing of the grievance.

C. Grievance Procedures

1. PRELIMINARY STAGE

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

2. FORMAL STAGES

Director of Human Resources

- a. All grievance(s) shall be recorded on the special grievance form hereinafter set forth. A copy of each grievance must be submitted to the office of the Union.

1 Said grievance shall specify the contract provisions which are alleged to have  
2 been violated and the remedy sought, signed by the President of the Union or  
3 designee, addressed to the administrator(s) being grieved against, and the white  
4 copy forwarded to the Director of Human Resources within fifteen (15) teacher  
5 working days of when a reasonably diligent person should have discovered the  
6 grievance.

- 7  
8 b. The administrator being grieved against shall return a copy of the grievance  
9 form to the Director of Human Resources with the decision in writing within ten  
10 (10) working days of the receipt of the grievance form.

11  
12 Superintendent (or Superintendent's Designee)

- 13  
14 a. If the Union is dissatisfied with the decision, the Union may then appeal  
15 through the Director of Human Resources to the Superintendent, or the  
16 Superintendent's designee, within five (5) working days of the receipt of the  
17 decision of the building principal or other administrator.  
18  
19 b. The aggrieved shall have the right to a conference with the Superintendent of  
20 Schools or designee before a decision is rendered.  
21  
22 c. The Superintendent of Schools or designee shall, through the Director of  
23 Human Resources, inform the grievant(s), in writing of the decision within  
24 twenty (20) working days of the conference at the Superintendent's level.

25  
26 Board of Education Stage

- 27  
28 a. If the Union is dissatisfied with the decision of the Superintendent or designee,  
29 the matter may be referred to the Board through the Director of Human  
30 Resources within five (5) working days after the receipt of the decision of the  
31 Superintendent or designee, unless a written waiver of time has been granted.  
32  
33 b. The Director of Human Resources shall submit a copy of the grievance and all  
34 previous decisions to the President of the Board.  
35  
36 c. The aggrieved shall have the right to a conference with the Board.  
37  
38 d. Within thirty (30) working days of the receipt of the grievance, the Board shall  
39 meet to arrive at a decision which shall be final unless changed as set forth in  
40 subsection e below. Such decision shall be communicated to the Union in  
41 writing through the Director of Human Resources within five (5) working days.  
42 In the event that the decision of the Board is favorable to the grievant, the  
43 remedy awarded will be implemented within twenty (20) working days, unless  
44 in the mutual opinion of the Administration and the Union an extension of this  
45 time limit is warranted by the particular circumstances.

46  
47 Arbitration

- 48  
49 e. If the Union is dissatisfied with the decision of the Board of Education Stage,

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

13  
14 The arbitrator's award shall be final and binding on the Board and the Union and any unit  
15 members involved.

16  
17 D. Grievance Forms

18  
19 All written grievances will be presented on a form as follows:

20  
21 P-12 GRIEVANCE FORM  
22 DEARBORN FEDERATION OF TEACHERS  
23 LOCAL NO. 681 A.F.T. (AFL-CIO)

24  
25 Date submitted

26  
27 To: (Name & Position of Administrator to Whom the Grievance is Directed)  
28 From: (Person(s) and School(s) Submitting Grievances)  
29 Re: (Contract Provision(s) Invoked)

30  
31 STATEMENT OF GRIEVANCE:  
32 REMEDY:

33  
34  
35 \_\_\_\_\_  
36 Signature

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

38  
39 ARTICLE X - PROBATIONARY TEACHERS

40  
41 A. The Administration, if it decides to recommend to the Board the dismissal of a probationary  
42 teacher, shall furnish such teacher with a written statement containing the reason(s) for such  
43 recommendation.

44  
45 Such reason(s) shall be based upon observation and/or other relevant considerations. In  
46 addition, the Administration shall provide, at the request of the affected teacher, for a  
47 conference with the Director of Human Resources.

48  
49 B. Prior to the writing of a report, it is desirable that a conference be held with the teacher



1 involved. If any weaknesses are to be cited, a conference will take place.

- 2
- 3 C. The principal will offer constructive comments in writing regarding any weaknesses observed.
- 4
- 5 D. Any teacher on probation may request an observation.
- 6
- 7 E. When circumstances arise, such as extended ill health that would require a tenure teacher to
- 8 take a personal leave, the Administration may require the probationary teacher to submit a
- 9 letter of resignation.
- 10
- 11 F. No probationary teacher shall be extended rights and/or privileges not granted a tenure teacher.
- 12

13 ARTICLE XI – ADULT EDUCATION, BILINGUAL ENRICHMENT PROGRAMS AND ANY

14 OTHER PROGRAM THAT REQUIRES TEACHER CERTIFICATION AND HIGHLY QUALIFIED

15 TEACHING CREDENTIALS (excluding summer school positions as there is specific policy on

16 summer school placement)

17

18 A. The placement of Teachers in Adult Education, Bilingual Enrichment, Summer School or any other

19 program that requires teacher certification is a prohibited subject of bargaining and subject to Board

20 policy. The information provided regarding placement of teachers into these positions is being

21 placed in the contract for informational purposes only. All placement decisions are subject to change

22 pending the adoption of revised or new policy by the Dearborn Board of Education and/or changes in

23 state law.

24

25 B. All faculty will have the right to apply for Adult Education, Bilingual Enrichment Programs and

26 any other program that requires teacher certification and Highly Qualified Teaching credentials.

27

28 The positions will first be posted within the building for at least three (3) days and the Principal or

29 Departmental Administrator will make decisions on filling those placements based on the

30 educational interests of the building in alignment with the below listed placement criteria.

31 Teachers that are rated ineffective will have no right to participate in the above listed positions.

32 Positions that are not filled by building or department faculty will then be posted district wide for

33 at least five (5) days. The Principal or Departmental Administrator will make decisions on filling

34 those placements based on the educational interests of the building in alignment with the above

35 listed placement criteria that can be found in these administrative guidelines.

36

37 C. The Board of Education recognizes that it is vital to the successful operation of summer school

38 that positions created by the Board be filled with highly-qualified and competent personnel.

39

40 D. Application for summer school teaching positions shall be made to the Department of Human

41 Resources on forms provided. Applications will be accepted and confirmed according to instructional

42 level: high school, middle school, elementary school and preschool.

43

44 E. Teachers on Plan 3 of the Dearborn Public Schools Teacher Evaluation Program shall not be eligible

45 for employment in summer school. Teachers rated as Ineffective or Minimally Effective shall not be

46 eligible for employment in summer school based on the most recent year-end evaluation.

47 If there are more teacher applicants who meet the state and federal Highly Qualified Teacher standards

48 than there are available positions, selection shall be based on the following, in rank order, starting with 1:

49

- 1 1. Attendance during the past summer school program in which the teacher taught.
- 2 2. Attendance during the past regular school year.
- 3 3. Success in raising student achievement as measured by achievement and student growth
- 4 measurements.
- 5 4. Ability and skill in classroom management based on the most recently completed year-end
- 6 evaluation.
- 7 5. Attendance at District professional development.
- 8 6. The Final Tie Breaker will be seniority.
- 9

10 Any teacher that applies for a position but is not offered a spot in the summer program will have the  
11 right to request the reason(s) why they were not offered a position. The Associate Superintendent will  
12 respond with the specific reason(s) in writing.

## 13 ARTICLE XII- LEAVES

- 14
- 15
- 16 A. A leave is a Board approved absence without pay (except for Sabbatical) granted to unit
- 17 members with provisions for certain rights and responsibilities before, during, and following
- 18 such absences.
- 19
- 20 B. In order for a leave request to be given consideration, it must be submitted to the Department
- 21 of Human Resources in writing, and within prescribed time limits if applicable for the type of
- 22 leave requested.
- 23
- 24 C. A leave may be rescinded or terminated before the normal expiration date by mutual agreement
- 25 between the unit members and the Board.
- 26
- 27 D. Except as specifically provided, no payment of any kind will be made to or for any unit
- 28 member while on a leave covered by this contract except that upon request to the Department
- 29 of Human Resources, a unit member on Advanced Study Leave, Childcare Leave or Personal
- 30 Leave - Other (page 22, 2c, line 45 and 2e, line 47) can work as a substitute teacher in the
- 31 District and receive pay as a substitute teacher.
- 32
- 33 E. Leaves will be classified as Professional, Personal, or Civic as follows:
- 34
- 35 1. Professional
- 36
- 37 a. Advanced Study
- 38 b. Sabbatical
- 39 c. Exchange Teaching/Assignment
- 40 d. Foreign Teaching/Assignment
- 41 e. Military School Teaching/Assignment
- 42
- 43 2. Personal
- 44
- 45 a. Extended Health
- 46 b. Care of Immediate Family
- 47 c. Child Care
- 48 d. Involuntary Health
- 49 e. Other

1           3.     Civic

- 2
- 3           a.     Military
- 4           b.     Peace Corps/Vista
- 5           c.     Educational Organization
- 6           d.     Government Service
- 7

8   F.     Professional Leaves

9

10       1.     General Provisions

11

- 12           a.     A unit member returning from a Professional Leave will be placed in a teaching position according to Board of Education policy.
- 13
- 14
- 15           b.     Upon return from Professional Leave during which the conditions of such leave have been fulfilled, a unit member shall receive any regularly scheduled salary increases granted employees in service, including increments, and shall also be subject to any general salary adjustments which may be effected.
- 16
- 17
- 18
- 19
- 20           c.     Request for extension of leave of absence must be made in writing at least ninety (90) days prior to the end of the final semester of the leave. All extensions shall be limited to a one-year renewal. If a unit member is granted an extension beyond one (1) year, upon return the unit member shall be assigned a position for which the unit member is qualified and in accordance with Board of Education policy. Failure to request extension within the time limit prescribed will constitute termination of leave. Failure to request extension or submit intention to return will constitute termination of employment, subject to the provisions of the State Tenure Act.
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30           d.     Accrued benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of such leave.
- 31
- 32
- 33
- 34
- 35           e.     A unit member who has been on a Professional Leave shall not be eligible for another Professional Leave for a three-year period after return.
- 36
- 37
- 38           f.     Application for Professional Leave shall be filed in the Department of Human Resources no later than April 15th or December 1st preceding the semester that the leave shall become effective. The process of the formulation of the recommendation by the Superintendent and deliberation and determination by the Board will be accomplished within thirty (30) days after the expiration of these respective deadlines.
- 39
- 40
- 41
- 42
- 43
- 44
- 45           g.     Notices received relative to opportunities for professional leaves shall be made available to unit members by the administration.
- 46
- 47

48       2.     Advanced Study Leave

49

- 1 a. Any non-probationary unit member with a minimum of three (3) years of active  
2 service in the Dearborn School System may be granted a leave of absence  
3 without pay for advanced study for a period not to exceed one year, upon the  
4 recommendation of the Superintendent. Any extension of time shall be made  
5 only by special action of the Board upon the recommendation of the  
6 Superintendent.  
7  
8 b. Upon return from Advanced Study Leave, the unit member shall submit an  
9 appropriate report to the Superintendent. If an abuse of the leave's purpose is  
10 apparent, it will be treated as a personal leave with no increment accruing.  
11  
12 c. A unit member who has been on an advanced study leave shall not be eligible  
13 for another professional leave for a three (3) year period.  
14

15 3. Sabbatical Leave  
16

- 17 a. Sabbatical Leave shall be interpreted as leave from active duty granted to any  
18 unit member after seven years of active service in Dearborn for the purpose of  
19 improving instruction in the Dearborn Schools. (Military Leaves or Peace  
20 Corps/Vista Leaves shall be counted as active service.) Sabbatical Leave may be  
21 granted for one year or for one semester as may be recommended by the  
22 Superintendent and approved by the Board.  
23  
24 b. Leave granted for professional study, for work on publications, for travel, or for  
25 travel combined with study, or for any other reasons which, in the opinion of the  
26 Superintendent, will improve instruction in the Dearborn Public Schools or will  
27 improve the efficiency of the unit member, shall be considered consistent with  
28 the purposes of sabbatical leave.  
29  
30 c. Remuneration to unit members granted such leave shall be at the rate of one-  
31 half the salary to be received at the time leave begins and not to exceed one  
32 year.  
33  
34 d. Not more than two percent of all unit members may be granted sabbatical leave  
35 in any one year.  
36  
37 e. In determining recommendations on requests for sabbatical leaves the  
38 Superintendent will consider the following items:  
39  
40 The extent of the applicant's professional study, growth, contribution, and  
41 successful service during the preceding seven years.  
42  
43 The extent to which plans submitted for use of time while on leave are definite  
44 and educationally constructive.  
45  
46 Length of period of active service in the Dearborn Schools.  
47  
48 Reasonable and equitable distribution of applicants among the different levels  
49 and departments in the system.

1 Order in which applications are received. Denial of request for sabbatical leave  
2 may include a written explanation from the Superintendent or designee, if  
3 requested in writing by the applicant.  
4

5 f. Upon return from sabbatical leave, the unit members shall submit an appropriate  
6 report to the Superintendent. If an abuse of the leave is apparent, the Board may  
7 institute proceedings to recover an appropriate amount of the monies paid while  
8 on sabbatical.  
9

10 g. A unit member, upon completion of a sabbatical leave, shall return to the  
11 Dearborn Public Schools for a period of one school year.  
12

13 h. A unit member not returning to the Dearborn Public Schools for the period of  
14 one school year upon completion of sabbatical leave shall, except in the event of  
15 death, reimburse the Board for all monies received from it and the cost of all  
16 insurance benefits provided by it.  
17

18 i. A unit member who has been on a sabbatical leave shall not be eligible for  
19 another professional leave for a three (3) year period.  
20

21 4. Exchange Teaching Leave  
22

23 a. Any such request shall be judged by the Superintendent upon its merits, namely,  
24 what benefits may be derived through such an assignment.  
25

26 b. After having served five years in the Dearborn School System, leave for  
27 exchange teaching and/or assignment may be granted for a period of one year,  
28 subject to a request of renewal of one year only, provided that renewal is  
29 requested by the individual and the U.S. Office of Education and that  
30 appropriate arrangements are made through the U.S. Office of Education. Such  
31 a leave may not be repeated until the expiration of another three-year period.  
32

33 c. Not more than one percent of all teachers may be granted leave in any one year.  
34

35 d. The plans as formulated by the Office of the United States Commissioner of  
36 Education, in which each exchange teacher remains under control of the home  
37 district in the matter of pay, tenure, and other related considerations, shall be in  
38 full effect in the Dearborn Public Schools.  
39

40 e. Opportunities for exchange teaching and/or assignment positions shall be  
41 advertised in the staff newsletter.  
42

43 5. Foreign Country or Military School Teaching Leave  
44

45 a. Any request shall be judged by the Superintendent upon its merits, namely, what  
46 benefits may be derived through such an assignment.  
47

48 b. After having served three years in the Dearborn School System, leave for  
49 foreign, or military teaching and/or assignment may be granted for one year and

1 subject to renewal by the Board for an additional year, maximum of two years  
2 only, and not repeated until the expiration of another three-year period after  
3 returning to the Dearborn School System.  
4

5 c. Not more than one percent of all teachers may be granted leave in any one year.  
6

7 G. Personal Leaves  
8

9 1. General Provisions  
10

11 a. Personal Leaves may be granted to non-probationary unit members upon request  
12 subject to the approval of the Superintendent and the Board.  
13

14 b. Requests for Personal Leave should be submitted in writing to the Human  
15 Resources Department accompanied by appropriate documentation as indicated  
16 by the specific type of Personal Leave.  
17

18 c. A unit member absent on Personal Leave shall receive any regularly scheduled  
19 salary adjustments effected during the absence, excluding increments.  
20

21 d. Request for extension of Personal Leave or notice of intention to return must be  
22 made in writing to the Human Resources Office at least ninety (90) days prior to  
23 the end of the final semester of the leave unless circumstances clearly preclude  
24 opportunity for such notice. All leave extensions shall be limited to a total of  
25 three, one-year renewals. After three renewals, the unit member must return to  
26 work or resign. Failure to notify the Human Resources office in writing of  
27 intent to return or resign 90 days prior to the end of the final semester of the  
28 leave shall constitute an irrevocable voluntary resignation subject to the  
29 provisions of the State Tenure Act. To be considered eligible for an additional  
30 leave, a unit member must work one school year.  
31

32 e. In the event that a declining enrollment combined with the effect of seniority  
33 results in a surplus status of the unit member returning from leave, the  
34 involuntary transfer provisions will take precedence.  
35

36 f. Return from Personal Leave shall be at the beginning of a school year or  
37 semester, unless other arrangements can be made to the mutual satisfaction of  
38 the unit member and the administration.  
39

40 g. Upon return from Personal Leave of one year or less, the unit member shall be  
41 assigned to the same building, grade level, and department, to the extent that  
42 these are applicable to the unit member's former assignment unless other  
43 arrangements are agreed upon by the unit member and the Administration,  
44 provided such arrangements are not in conflict with other provisions of the  
45 contract. Return from Personal Leaves of more than one year shall be to a  
46 position in the teaching areas of certification.  
47

48 h. Accrued benefits are carried forward from the effective date of leave of absence  
49 and are credited upon return to employment at the termination of the leave.

1 Payment for accrued leave days may not be granted during the term of such  
2 leave.

3  
4 2. Extended Health Leave

- 5  
6 a. Leave may be granted based on mental or physical illness of a non-probationary  
7 unit member. Such leave may be granted only if the unit member's sick leave  
8 has been expended.  
9  
10 b. Request for Extended Health Leave shall be accompanied by a written statement  
11 from the attending physician indicating basis for leave request. Only those  
12 statements signed by medical or osteopathic doctors shall be honored.  
13  
14 c. The Board agrees to extend Health Care Benefit cash payment privileges for the  
15 period of the leave to those unit members who have received an Extended  
16 Health Leave. The unit member must make the monthly payment to the Board  
17 in advance of the due date or shall forfeit all rights under this provision.  
18  
19 d. Requests to return from Extended Health Leave must be accompanied by a  
20 written statement from the attending physician stating the unit member's fitness  
21 to return to employment. Only those statements signed by a medical or an  
22 osteopathic doctor shall be honored. All leave extensions shall be limited to a  
23 total of three, one-year renewals. After three renewals, the unit member must  
24 return to work or resign. Failure to notify the Human Resources office in  
25 writing of intent to return or resign 90 days prior to the end of the final semester  
26 of the leave shall constitute an irrevocable voluntary resignation subject to the  
27 provisions of the State Tenure Act. To be considered eligible for an additional  
28 leave, a unit member must work one school year.  
29

30 3. Care of Family Leave

- 31  
32 a. Leave may be granted to non-probationary unit members to care for ill members  
33 of the immediate family. The immediate family shall be construed to include:  
34 husband, wife, children, father, mother, brother, sister, grandparents, aunt,  
35 uncle, close relative-in-law, or close associate.  
36  
37 b. Request for Care of Family Leave shall be accompanied by sufficient proof of  
38 necessity for leave, including a statement from the attending physician. All  
39 leave extensions shall be limited to a total of three, one-year renewals. After  
40 three renewals, the unit member must return to work or resign. Failure to notify  
41 the Human Resources office in writing of intent to return or resign 90 days prior  
42 to the end of the final semester of the leave shall constitute an irrevocable  
43 voluntary resignation subject to the provisions of the State Tenure Act. To be  
44 considered eligible for an additional leave, a unit member must work one school  
45 year.  
46

47 4. Child Care Leave

- 48  
49 a. A non-probationary unit member who gives birth to a child, adopts a child,

1 assumes the legal responsibility of a child, or acquires a child by marriage is  
2 eligible for Child Care Leave.

- 3
- 4 b. Request for Child Care Leave shall be submitted in writing to the Human  
5 Resources Office ninety (90) days prior to the date leave is to begin, unless  
6 circumstances clearly preclude opportunity for such notice.
- 7
- 8 c. Child Care Leave, when granted, initially shall be for whatever portion remains  
9 of the school year in which leave begins, or for the entirety of the school year in  
10 which leave begins. All leave extensions shall be limited to a total of three,  
11 one-year renewals. After three renewals, the unit member must return to work  
12 or resign. Failure to notify the Human Resources office in writing of intent to  
13 return or resign 90 days prior to the end of the final semester of the leave shall  
14 constitute an irrevocable voluntary resignation subject to the provisions of the  
15 State Tenure Act. To be considered eligible for an additional leave, a unit  
16 member must work one school year.
- 17
- 18 d. Return from Child Care Leave, other provisions of this contract  
19 notwithstanding, will be to a comparable position in the Dearborn Public  
20 Schools not later than three (3) years from the end of the school year in which  
21 leave began.
- 22
- 23 e. A return from Child Care Leave prior to the expiration of the leave shall occur  
24 only with the consent of the unit member and with the approval of the  
25 Superintendent of Schools.

26

27 5. Involuntary Health Leave

28

29 A unit member may be requested to take Involuntary Health Leave when it has become  
30 apparent to the Superintendent of Schools that the individual is no longer able  
31 physically and/or mentally to discharge the duties of his/her position in a competent  
32 professional manner.

- 33
- 34 a. Upon the recommendation of the Superintendent, a unit member may be  
35 required to take a physical or mental examination at Board's expense.
- 36
- 37 b. When the examination is received, reviewed and evaluated, the unit member  
38 may request that an examination by three physicians be required; one physician  
39 shall be selected by the unit member, one selected by the Board, and a third one  
40 shall be mutually agreed upon by both parties.
- 41
- 42 c. Based upon the results of the examination(s), the Superintendent shall submit a  
43 recommendation for action, if any, to the Board for final determination.
- 44
- 45 d. The written request may be made by the Superintendent as often as is deemed  
46 essential to the physical or mental welfare of the individual unit member  
47 involved.
- 48
- 49 e. A unit member requesting return from Involuntary Health Leave may return



1 only upon the recommendation of the Superintendent following a reexamination  
2 according to the procedures outlined in Item a or Item b, and by approval of the  
3 Board within the provisions of the State Tenure Act.  
4

5 f. Reinstatement will occur no later than the beginning of the semester following  
6 the approval of the Superintendent's recommendation.  
7

8 g. No increment credit for such leave shall be allowed in the salary schedule.  
9

10 h. Payment for accumulated sick leave days may be granted only at the direction of  
11 the Superintendent.  
12

## 13 6. Other Leaves of Absence 14

15 Requests for Personal Leaves not specifically referred to in this contract will be  
16 forwarded to the Department of Human Resources for consideration. It is understood  
17 that any denial of any such request for a leave of absence not specifically referred to in  
18 this contract is not subject to the grievance procedure. All leave extensions shall be  
19 limited to a total of three, one-year renewals. After three renewals, the unit member  
20 must return to work or resign. Failure to notify the Human Resources office in writing  
21 of intent to return or resign 90 days prior to the end of the final semester of the leave  
22 shall constitute an irrevocable voluntary resignation subject to the provisions of the  
23 State Tenure Act. To be considered eligible for an additional leave, a unit member  
24 must work one school year.  
25

## 26 H. Civic Leaves 27

### 28 1. Military and Peace Corps/Vista Leaves 29

30 a. Any unit member who may enlist or be conscripted into the defense forces of  
31 the United States for military service or training or into the Peace Corps/Vista  
32 shall be reinstated as an employee in the Dearborn School System with full  
33 credit including the annual increment(s) under the salary schedule.  
34

35 b. A non-probationary unit member shall return to the specific school left and to  
36 the specific department, if applicable, or to the appropriate elementary level. If  
37 the position has been discontinued by Board action, the unit member shall be  
38 assigned to a comparable position at the start of the next semester following the  
39 unit member's return.  
40

41 c. When a unit member must take temporary Military Leave which cannot be  
42 taken during the summer (not to exceed ten (10) school days) during the school  
43 year, the Board shall compensate the unit member involved for the difference  
44 between the pay for the period of service and the military pay for the weekdays  
45 of military service during the school year, and shall provide a substitute for the  
46 position.  
47

48 d. Request for return from leave must be made ninety (90) days prior to the end of  
49 the final semester of leave.

- 1 e. Military Leave shall not extend beyond the time of original enlistment or  
2 beyond the time necessary to discharge the unit member's military obligation.  
3 However, a request for extension of leave may be made subject to provision of  
4 Item d above.  
5  
6 f. Accrued benefits are carried forward from the effective date of leave of absence  
7 and are credited upon return to employment at the termination of the leave.  
8 Payment for accrued leave days may not be granted during the term of such  
9 leave.

10  
11 2. Governmental Service or Educational Organization Leave  
12

- 13 a. Upon approval of the Board a non-probationary unit member shall be allowed to  
14 serve the term of office to which elected, re-elected, appointed, or reappointed  
15 at any level of government or to a position with a recognized educational  
16 organization at the state or national level, provided such position is full-time.  
17 The unit member shall notify the Board, upon being selected for such office and  
18 in no case will the unit member take leave of the position unless at least fifteen  
19 (15) working days will have been provided to locate a replacement. All  
20 extensions shall be subject to annual renewals. After three renewals, the unit  
21 member must return to work or resign. Failure to notify the Human Resources  
22 office in writing of intent to return or resign 90 days prior to the end of the final  
23 semester of the leave shall constitute an irrevocable voluntary resignation  
24 subject to the provisions of the State Tenure Act. To be considered eligible for  
25 an additional leave, a unit member must work one school year.  
26  
27 b. Notification of the unit member's return from such leave shall be made in  
28 writing to the Department of Human Resources no later than ninety (90) days  
29 prior to the end of the final semester of leave.  
30  
31 c. A unit member on such leave shall return to a comparable position in the  
32 Dearborn School System at the beginning of the semester following notification.  
33  
34 d. A unit member on such leave shall receive no pay from the Board.  
35  
36 e. A unit member returning from such leave after a period of less than one year  
37 shall be placed on the salary step which would have been attained if leave  
38 had not been taken.  
39  
40 f. A unit member returning from such leave after a period of one year or more  
41 shall be placed one salary step above the one for which the unit member was  
42 eligible when leave was taken.  
43  
44 g. Not more than one percent of all unit members shall be on such leave at any one  
45 time.  
46  
47 h. Accrued benefits are carried forward from the effective date of leave and are  
48 credited upon return to employment at the termination of the leave. Payment for  
49 accrued leave days may not be granted during the term of leave.

1 ARTICLE XIII – PAID TIME AND UNPAID TIME OFF

2  
3 A. Sick Bank Accumulation

- 4  
5 1. All unit members hired prior to 7-1-13 shall earn one and three tenths (1.3) days per  
6 month. Accumulated time shall be used for paid time off for: personal illness and  
7 incapacitation; religious observation; funeral leave; required personal court appearance;  
8 and to care for a family member as defined in B.5.  
9  
10 2. All unit members hired on or after 7-1-13 shall earn eight-tenths (0.8) days per month for  
11 paid time off for: personal illness and incapacitation; religious observation; funeral  
12 leave; required personal court appearance; and to care for a family member as defined  
13 in B.5.  
14  
15 3. All earned but unused sick leave days shall be allowed to accrue from year to year;  
16 however, after one year of absence utilizing sick time, the unit member must apply for  
17 long-term disability.  
18  
19 4. A part-time unit member on a written contract shall be allowed sick leave benefits on a  
20 proportionate basis. Part-time unit members shall not include substitute teachers.  
21  
22

23 B. Sick Bank Usage

- 24  
25 1. The unit member must contact their direct supervisor to provide information on any day  
26 that uses the sick bank.  
27  
28 2. All unit members hired prior to 7-1-13, with available time in their sick bank, shall be  
29 allowed to be off on a scheduled work day and receive 100% of pay for any of the  
30 following reasons listed in items 3a through f below:  
31  
32 3. All unit members hired after 7-1-13, with available time in their sick bank, shall be allowed  
33 to be off on a scheduled work day for up to thirty (30) days per school year and receive  
34 100% of pay for any of the following reasons listed in items a through f below:  
35  
36 a. Personal illness or incapacitation that renders the employee unable to perform their  
37 normal work duties.  
38  
39 b. Quarantine of unit member or unit member's living quarters.  
40  
41 c. Religious Observance as may be required by their religion for holy observance and  
42 abstention from work.  
43  
44 d. Preparation and attendance in a funeral due to a death in the immediate family. (The  
45 immediate family shall be construed to include: husband, wife, children, father,  
46 mother, brother, sister, grandparents, grandchildren, aunt, uncle, niece, nephew, parent-  
47 in-law, sibling-in-law and members of the employee's household).  
48

- 1 e. Required court appearance, or required appearance before any other public agency  
2 having subpoena powers. These days shall not be deducted from the accumulated  
3 sick leave days if the unit member is requested by an agency of the court or  
4 subpoenaed to appear on behalf of a student with whom the unit member is or was  
5 associated.  
6
- 7 f. Medical tests and appointments that cannot possibly be scheduled during non-work  
8 hours. Administration has the right to request documentation to substantiate the  
9 need for the absence.

- 10
- 11 4. All unit members hired after 7-1-13 with available time in their sick bank, shall be  
12 allowed to be off on a scheduled work day for additional days beyond the thirty (30)  
13 days allowed in paragraph 3 and receive 90% of pay for any of the reasons listed in  
14 items a through f above.  
15
- 16 5. All unit members, with available time in their sick bank, shall be allowed to be off on a  
17 scheduled work day for up to ten (10) days per school year and receive 100% of pay to  
18 provide care for a member of the immediate family, who requires direct care due to  
19 incapacitation including FMLA, or when no other arrangements are possible. (The  
20 immediate family shall be construed to include: husband, wife, children, father, mother,  
21 and members of the employee's household.).  
22
- 23 6. All unit members with available time in their sick bank shall be allowed an additional 15  
24 days beyond the ten (10) days allowed in paragraph 5 and receive 75% of pay to  
25 provide care for a member of the immediate family for reasons provided for by the  
26 Family Medical Leave Act. Proper documentation for the FMLA leave must be provided  
27 to the Human Resources office in accordance with the FMLA leave requirements – 30  
28 days prior to leave or as soon as practicable if not known 30 days prior.  
29
- 30 7. A unit member who has run out of sick leave and who is temporarily separated from  
31 work shall be considered to be on a temporary medical absence for a period not to exceed  
32 two (2) months during which time the district shall continue payment of  
33 hospital/surgical/medical benefits and life insurance benefits. A unit member who returns  
34 to work cannot exercise this option again during the same school year.  
35
- 36 8. Upon severance of employment, a unit member credited with sick leave allowance in  
37 advance of service shall reimburse the Board for all sick leave days used but not yet  
38 earned.  
39
- 40 9. A unit member who is absent for fifteen (15) or more consecutive work days will, upon  
41 request of the building administrator after the latter's consultation with the Department  
42 of Human Resources, furnish the building administrator with a physician's statement  
43 certifying the unit member's physical capability to return to work. Should such a  
44 statement not be available as a result of the unit member's treatment during the period  
45 of absence and/or prove not to be available without additional cost to the unit member,  
46 the Board will bear the expense of the procurement of such a required certification.  
47

- 1           10.    After ten (10) or more days of sick bank usage in one school year, in which no medical or  
2                   other appropriate documentation has been provided, the administration has the right to  
3                   require medical or other appropriate documentation for any additional absences.  
4
- 5           11.    If classes are canceled in accordance with Article XIII.E., and a unit member had  
6                   already requested to use a sick day, that day will not be counted against the unit member's  
7                   sick bank.  
8
- 9           12.    When a unit member is injured on the job requiring medical assessment(s)/  
10                   appointment(s), the initial appointment will not be deducted from the unit member's  
11                   sick leave accumulation. If subsequent appointments cannot be scheduled after  
12                   work hours no deduction from the unit member's sick leave will occur. Administration  
13                   reserves the right to verify such appointments cannot be made outside of work hours.  
14
- 15          13.    Under Article XXIII-Workers Compensation, employees are allowed to use accrued  
16                   sick bank time on a 1:3 ratio to supplement their workers compensation pay.  
17
- 18          14.    Holidays recognized by the contract between the Union and the Board shall not be  
19                   deducted from the unit member's sick leave accumulation.  
20

21    C.    Personal Business

22  
23           Each regularly employed unit member will be granted up to two (2) days per year for Personal  
24           Business. These days are provided for the unit member to take care of important personal  
25           matters that cannot be taken care of outside of the regular school day. Request must be made  
26           in advance to a building administrator.  
27

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

33    D.    Jury Duty

34  
35           Unit members serving on juries during the regular school year shall suffer no financial penalty,  
36           except that it be the understanding that whatever amount is earned in such capacity be  
37           returned to the Board and that such unit members be paid their regular salary by the Board. A unit  
38           member may be requested but not required to seek being excused from such duty. Such days  
39           shall not be deducted from the accumulated sick leave days.  
40

41    E.    Catastrophes

42  
43           No unit member will suffer loss of pay or deduction from leave days in the event a general  
44           catastrophe (such as extremely severe snowstorm) makes it impossible to report. Existence of  
45           catastrophe will be determined by the Superintendent.  
46

47    F.    Adult Education Program

48  
49           A maximum of one (1) evening, non-cumulative, per Adult Education semester shall be

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

2  
3 G. Family Medical Leave

4  
5 The Board and the Union will comply with all provisions of the Family Medical Leave Act.

6  
7 H. Unpaid Absence

8  
9 A unit member who is ineligible for paid leave due to an exhausted sick leave bank or  
10 circumstances that do not qualify for paid time off, and who does not qualify for a temporary  
11 medical absence under paragraph B.6 above, may be granted a short term unpaid leave of  
12 absence. Approval for the unpaid leave is at the sole discretion of the Superintendent or their  
13 designee and shall not be subject to the grievance procedure.

14  
15 ARTICLE XIV - CONFERENCES, WORKSHOPS, CONVENTIONS, IN-SERVICE AND  
16 VISITATION DAYS

17  
18 Conferences, workshops, conventions, in-service, and visitations days offer valuable in-service  
19 opportunities to unit members; therefore, a reasonable number of unit members, within the limitations  
20 of budget appropriations, should be encouraged to attend same provided that qualified substitutes are  
21 available. Attendance at such conferences shall be rotated among those applying within a building or  
22 within those system wide departments with specifically allocated funds on as equitable a basis as  
23 possible.

24  
25 A. Educational and Professional Meetings

- 26  
27 1. Unit member requests to attend meetings are to be submitted on the proper forms at  
28 least seven (7) days prior to the meeting. Late requests will be considered on their  
29 merits.
- 30  
31 2. Requests must be submitted to the designated administrator for approval to attend.
- 32  
33 3. Upon approval, full expenses may be allowed as follows:
- 34  
35 a. Transportation
- 36  
37 (1) The current mileage rate will be paid for trips up to 200 miles round trip.
- 38  
39 (2) If more than one employee is making the same trip by automobile, rides  
40 shall be pooled if requested by the Administration. However,  
41 consideration will be given to requests for exceptions to this rule.
- 42  
43 (3) The full cost of the nearest route by air coach will be paid for trips of  
44 more than 200 miles.
- 45  
46 b. Lodging, Meals, Registration Fees, etc.
- 47  
48 (1) Full reimbursement shall be allowed for rooms with reasonable  
49 judgment exercised in type and cost.

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

3  
4 (3) Unit members will be reimbursed for program registration fees, local  
5 transportation, and reasonable incidental expenses.

6  
7 c. A copy of the amounts expended in these areas by unit member(s) in each  
8 building shall be sent to the Union Office at the end of each school year.

9  
10 4. The principal or appropriate administrator is encouraged to administer conference and  
11 convention accounts in the following manner.

12  
13 a. Appoint a union representative committee to work with the principal or  
14 appropriate administrator in deciding who attends conferences or conventions.

15  
16 b. Post a list of the names of unit members who are selected to attend conferences  
17 or conventions, where they are being held and their dates.

18  
19 c. Inform unit members, whenever possible, of various conferences and  
20 conventions.

21  
22 Special problems and needs are to be referred to the appropriate central staff  
23 administrator.

24  
25 B. Conferences Related to Civic Participation

26  
27 Unit members serving as active members of civic or charitable committees and organizations  
28 shall be granted reasonable opportunity to attend a related convention. No expense incurred  
29 shall be reimbursed in such instances by the Board; however, there will be no loss of pay to the  
30 unit member.

31  
32 C. Professional Organization Meetings

33  
34 Unit members serving as delegates to professional organizational meetings and conventions  
35 concerned primarily with internal affairs of the professional organization shall be permitted to  
36 attend such conventions without loss of pay to the unit member, but no expense incurred shall  
37 be reimbursed in such instances by the Board.

38  
39 Extensions of interpretation of "professional organizational meetings and conventions  
40 concerned primarily with internal affairs of the professional organization" shall be subject to  
41 the approval of the Superintendent or designee based on justification of need by the Union.

42  
43 D. Visitation Days

44  
45 1. Upon approval of the building administrator and the Division of Educational Services,  
46 days for visitation for unit members to educational or related institutions may be  
47 granted during the year.

48  
49 2. Current transportation allowance will be paid.

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

2  
3 ARTICLE XV - DEPARTMENT CHAIRPERSONS  
4

5 A. Selection  
6

- 7 1. Any department that wishes to do so may hold an election in order to determine the  
8 preferences of the unit members involved. The department may indicate to the building  
9 administrator the results of the election as their preferences. Such preferences shall  
10 have great weight with the building administrator who selects the department  
11 chairperson. If the principal does not concur with the preference of the department  
12 before selecting a department chairperson, the principal will meet with the department  
13 concerned to discuss the basis for their differences. No unit member will be appointed  
14 department chairperson without the consent of the unit member involved.  
15
- 16 2. Department chairpersons shall be selected from within the building personnel of the  
17 department concerned, and whenever possible will be selected by May 1 of each school  
18 year for the following year. Departmental chairpersons shall be members of their  
19 department's system wide curriculum committee.  
20

21 B. Compensation for Department Chairpersons (Senior High)  
22

23	1-5	class sections	No Department Chairperson.
24	6-10	class sections	Release from homeroom or extra duties plus 25 \$250 stipend
26	11-25	class sections	Release from both homeroom and extra duties 27 plus \$500 stipend.
28	26-49	class sections	One hour assigned to departmental 29 responsibilities per semester.
30	50-74	class sections	One hour each semester assigned to departmental 31 responsibilities plus \$1500 stipend per year.
32	75 or more class sections		One hour each semester assigned to departmental 33 responsibilities plus \$2000 stipend per year. 34

35 C. Compensation for Department Chairpersons (Middle School)  
36

37	1-5	class sections	No Department Chairperson.
38	6-10	class sections	Release from homeroom or extra duties.
39	11-25	class sections	Release from both homeroom and extra duties.
40	26-49	class sections	\$100 per year stipend.
41	50-74	class sections	\$200 per year stipend.
42	75 or more class sections		\$300 per year stipend. 43 44 45 46 47



1 ARTICLE XVI - SCHOOL CALENDAR

2  
3 The calendars for 2013-14 and 2014-15 are included in the master agreement and follow later in this  
4 article. Calendars for 2015-16, 2016-17, and 2017-18 are to be determined jointly by the Union and  
5 Administration. Days when pupil instruction is not provided wherein unit member attendance is not  
6 required (because of conditions not within the control of school authorities, such as heavy snowfall,  
7 severe storms, fires, epidemics, or health conditions as defined by city, county, township, or state  
8 health authorities) shall be treated in the following manner:

9  
10 1st day - Will not be rescheduled.

11  
12 2nd day - June duty day may be rescheduled as a day of student instruction.

13  
14 3rd and subsequent days - May be rescheduled at the end of the school year at the  
15 discretion of the Superintendent. Such rescheduling shall  
16 not affect, or otherwise require, an adjustment of salary,  
17 compensation, or other benefits provided within this collective  
18 bargaining agreement.  
19  
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50

## 2013-14 Calendar

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

## 2014-15 Calendar

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

1 ARTICLE XVII - TEACHING LOAD

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

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

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

15  
16 No teacher of an academic (core) class shall be responsible for teaching more than 30 students per  
17 class except as provided below.  
18

19 Extended core class size will be as follows:

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

23  
24 Physical Education classes: 36 students  
25 with support in the pool with substitute or  
26 itinerant teacher at 33 students.  
27 Capped at 42 students

28  
29 Co-op/Work Experience: 36 students  
30 per class period/or 30 contacts per class period,  
31 whichever allows for the most student participation.

32  
33 Choral/Instrumental Music Classes: 75 Students  
34

35 B. Determination of Roster

36  
37 The date for determining the official class roster shall be the end of the official count period, in each  
38 semester, as defined by the State, but no longer than 30 calendar days after the official count day. Any  
39 additional students added to a class after that date will not be counted in this calculation.  
40

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

48  
49 A. Adjusting teacher assignment(s),

- 1 B. Balance classrooms/sections,
- 2 C. Hire additional teachers,
- 3 D. Pay affected teacher \$100 per student, per semester. If classes are co-taught the stipend
- 4 will be split between co-teachers equally.
- 5 E. Other solutions that may be acceptable to the Union, the teacher and administration.

6  
7 Once a mutually agreeable solution is reached, it will be implemented within 14 calendar days.

8  
9 C. Elementary Class Size will be based upon the following numbers:

- 10  
11 1. Elementary class sizes, including special area classes in Music, Art, Physical Education,
- 12 Media and Enrichment will be based upon the following numbers:

13

14 K	24 students per class
15	
16 1 – 3	26 students per class
17	
18 4 – 5	28 students per class

19  
20 Elementary class sizes with split grades, excluding Montessori classrooms, will be based

21 on the following numbers:

22

23 K-1 & 1-2	20 students per class
24 2-3	22 students per class
25 3-4	23 students per class
26 4-5	24 students per class.

27  
28 If the size of the Kindergarten, 1<sup>st</sup>, 2<sup>nd</sup> grade or special area (K-2) class reaches thirty (30)

29 then another class section will be created. If the size of the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> grade or special area

30 (3-5) class reaches thirty-one (31) then another class section will be created. Special

31 education students who are mainstreamed for more than fifty percent (50%) of the student's

32 instructional day will be counted in calculating class size for purposes of this provision.

- 33  
34 2. Whenever possible, multi-age groupings will be rotated each year among the qualified
- 35 teachers available in the building, and, any other article of this contract notwithstanding,
- 36 seniority shall apply. However, an individual teacher teaching a multi-age grouping may
- 37 waive being rotated.

38  
39 D. Determination of Roster

40  
41 The date for determining the official class roster shall be the end of the official count period, in each

42 semester, as defined by the State, but no longer than 30 calendar days after the official count day. Any

43 additional students added to a class after that date will not be counted in this calculation.

44  
45 Both the Union and the Administration agree that class size plays an important role in meeting the

46 needs of our students. It is the intention of both parties to keep all class size within the agreed upon

47 guidelines. In the event that it becomes necessary to go above the negotiated limits, either by financial

48 constraints, available or required classroom space, staff availability or other such major influencing

49 factors change so as to preclude the Board from complying with this Article, the Union and the Board

1 agree to meet to discuss ways to resolve these circumstances. Potential solutions may include, but are  
2 not limited to;

- 3
- 4 A. Adjust teacher assignment(s),
- 5 B. Balance classrooms/sections,
- 6 C. Create multiage (split) classrooms,
- 7 D. Hire additional teachers,
- 8 E. Pay affected teacher \$300 per student, per semester,
- 9 F. Payments to special area teachers in Music, Art and Physical Education will be prorated  
10 according to student contact time. The unit member will submit a Stipend Payment Form  
11 to Human Resources based on the determination of the official class roster.
- 12 G. Other solutions that may be acceptable to the Union, the teacher and administration.
- 13

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

15

16 E. Special Education

- 17
- 18 1. If the size of any special education class exceeds state recommendations, the  
19 coordinator in Special Education will explain the reason to the teacher concerned. If  
20 the teacher is not satisfied, the teacher may request that the Administration explore with  
21 the Union the possibilities of reducing the size of the class. In such event a meeting  
22 between appropriate representatives of the Administration and the Union will be held  
23 within ten (10) days of the request.  
24
- 25 2. Students who are mainstreamed will be dispersed as evenly as possible consistent with  
26 the needs of the individual students.  
27  
28 Whenever possible, teachers who are assigned mainstreamed students shall be notified  
29 at least one (1) day in advance of such assignment and may receive administrative  
30 consultation and assistance as requested.  
31  
32 The school administration shall try to place mainstreamed students in smaller classes in  
33 an attempt to lessen the workload for a teacher who is receiving mainstreamed students.  
34
- 35 3. When a teacher has difficulty fulfilling his/her professional responsibilities due to the  
36 number of special education and/or Limited English Proficient students in the  
37 classroom, the teacher may explore avenues of assistance with the building  
38 administrator. After meeting with the teacher, if the concerns remain unresolved, the  
39 building administrator will further explore ways to address the issues with the  
40 appropriate director and report back to the teacher.
- 41

42 ARTICLE XVIII - OPEN HOUSE/PARENT TEACHER CONFERENCE DAYS

- 43
- 44 A. There will be an Open House in September of each school year. There will be parent-teacher  
45 conferences, which will be scheduled as follows:
- 46

47 First semester -- all teachers: two evening conferences to be held during the second week  
48 following the end of the first card marking period.  
49

1 Elementary teachers will hold a third parent-conference session the following week and a  
2 fourth parent-conference session in March on a date mutually agreed upon by the Director of  
3 Elementary Education and the Union.  
4

5 Second semester -- all secondary teachers: one evening conference will be held during the first  
6 or second week following the fourth card marking period and to the extent possible such that  
7 middle school and high school will be held on separate dates.  
8

9 Prior to the first semester conferences, elementary teachers will receive one-half day release  
10 time for planning purposes.  
11

12 Parent-conference sessions at the secondary level will be scheduled for three hours.  
13

- 14 B. At the elementary level, parent-teacher conferences may be scheduled during the day or  
15 evening on a ratio not to exceed eight (8) students or majority fraction thereof per half day per  
16 conference round.  
17
- 18 C. Conference schedules mutually agreed upon by the individual teacher and the building  
19 administrator shall be made out in advance.  
20
- 21 D. When additional evening conferences are held, one-half day released time for those  
22 teachers involved shall be granted the day of the evening conferences or the following day,  
23 but in no case shall this released time be granted on a Friday afternoon or immediately before  
24 or after a holiday or vacation period.  
25

#### 26 ARTICLE XIX - PERSONNEL FILES 27

- 28 A. Any unit member will have the right to inspect his or her personnel file. The unit member  
29 must make an appointment with the Department of Human Resources in order that an  
30 employee of that Department will be available to be present when the unit member inspects the  
31 file. Confidential credentials and personal references normally sought at the time of  
32 employment are specifically exempted from review. The administrator will remove these  
33 documents from the file prior to a review of the file by the unit member.  
34
- 35 B. A copy of any material concerning a unit member's conduct, service, character or personality  
36 will be sent to the unit member prior to said material being placed in the unit member's file.  
37

#### 38 ARTICLE XX - SCHOOL MAIL SERVICE AND FACILITIES 39

- 40 A. The Union shall have the right to use school mailboxes and the inter-school mail service and  
41 district e-mail for the purpose of communicating with unit members and distributing  
42 organizational material, provided that all such material is clearly identified and the  
43 organization accepts all responsibility for such material.  
44
- 45 B. Individual unit members will not be prohibited from use of the school mail service including,  
46 but not limited to, school mailboxes, inter-school mail service, and district e-mail services per  
47 district policy and guidelines.  
48  
49  
50

1 ARTICLE XXI - SUBSTITUTE TEACHERS

2  
3 The Board agrees to maintain a list of substitute teachers for elementary and secondary schools, and  
4 every effort will be made to secure necessary substitutes for teachers who are absent. A teacher may  
5 request a particular substitute. When a teacher feels that a substitute has done an unsatisfactory job,  
6 the teacher should file a complaint with the principal. In addition, the teacher shall have the right to  
7 request a change of substitute through the building administrator. A laid-off teacher may, upon  
8 application, be granted priority status on the substitute teacher list.  
9

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

13 It is mutually agreed that the common interest in the education of children requires consideration not  
14 only of the availability but the competencies and/or willingness of substitutes to render services in the  
15 particularized special area(s).  
16

17 ARTICLE XXII - MISCELLANEOUS ARTICLES

- 18  
19 A. When a unit member communicates as a citizen, the unit member shall be free from  
20 administrative and institutional censorship and discipline. The unit member bears a  
21 responsibility to clarify that the unit member speaks as an individual and not on behalf of the  
22 school system.  
23  
24 B. The Board will provide legal assistance for any unit member who is sued for assault or  
25 negligence, provided that the alleged incident occurred in the course of performance of duties  
26 and that in the Board's opinion the unit member was acting properly.  
27  
28 C. The final responsibility for the selection of textbooks and other instructional materials rests  
29 with the Board and the Administration. However, unit members will participate in such  
30 selections when a change in, or addition to, textbooks or other instructional materials is  
31 contemplated.  
32  
33 D. Building principals will take into consideration the reasonable requests of unit members for  
34 clerical assistance and attempt to provide such assistance with the existing secretarial staff.  
35  
36 E. The Administration will continue to make a reasonable effort to provide off-street parking  
37 facilities for unit members and to maintain such facilities during school in-session days.  
38  
39 F. Interruption of classroom instruction shall be permitted only in cases of emergency or when no  
40 other reasonable alternative is possible.  
41  
42 G. Those days or portions thereof designated as unit member work days without students should  
43 be reserved, for the purpose of record keeping and for preparation for the ensuing semester.  
44 Building administrators will avoid scheduling meetings which might conflict with such  
45 purposes. Should the need for a teacher meeting arise, subject to mutual agreement of the  
46 parties, one shall be scheduled, lasting no more than one (1) hour in length.  
47  
48 H. Each unit member is entitled to freedom of discussion within the classroom on all matters  
49 which are relevant to the course of study and within the unit member's area of professional



1 competence.

2  
3 In addition, recognizing that differing points of view do exist and that such differences should  
4 be identified and respected, the unit member shall have the responsibility of providing the  
5 opportunity for the reasonable expression of relevant ideas on the part of students.  
6

- 7 I. Before eliminating programs, departmentalizing staff, issuing job specifications, or designating  
8 courses as "AVIP" offerings or offering inter-active video courses, the Administration will  
9 review its plans with the Union prior to making a final determination.  
10
- 11 J. A unit member who is faced with disciplinary action or reprimand has the right to request  
12 immediate Union representation. If such representation is unavailable, the meeting shall be  
13 rescheduled within one working day.  
14
- 15 K. 1. Should the temperature in any classroom fall below sixty degrees (60°) Fahrenheit for  
16 more than twenty-four (24) hours, the building administration shall make every effort to  
17 relocate said class until the situation is resolved.  
18
- 19 2. The Board will provide each school with typing and reproduction equipment and  
20 supplies to aid unit members in the preparation of instructional materials.  
21

## 22 ARTICLE XXIII - WORKERS' COMPENSATION

23

24 The policy pertaining to pay for unit members injured while on duty for the school district follows:  
25

- 26 A. That the School District continue furnishing Workers' Compensation:  
27
- 28 1. Benefits to be paid upon injury according to State regulations with a reserve established  
29 for each claim on file.  
30
- 31 2. The responsibility for administering this program be given the Director of Business  
32 Services.  
33
- 34 3. That any payment made under this coverage be charged under Fixed Charges-Workers'  
35 Compensation Insurance and a General Fund check be issued.  
36
- 37 4. Unit members who receive workers' compensation payments may use their accrued  
38 sick time, in a 1:3 ratio, to supplement their workers compensation to afford them a full  
39 salary until their sick time is exhausted.  
40

## 41 ARTICLE XXIV - HEALTH BENEFITS

42

### 43 A. Introduction

44

- 45 1. The Dearborn Schools Employee Healthcare Program ("the Program") is created. It is a  
46 voluntary, unincorporated, association. The Program is an entity established by the  
47 Dearborn Federation of Teachers.  
48
- 49 2. The Board will make contributions toward the cost of healthcare benefits which may

1 include any or all of the following: hospital, medical, surgical, prescription drug, vision and  
2 dental insurance or other benefits through its payments to the entity designated by the  
3 Program.  
4

5 3. The Program shall provide healthcare benefits to employees and eligible family members  
6 of employees of the Dearborn Public Schools who are in the bargaining unit represented by  
7 the Dearborn Federation of Teachers and who are entitled to and meet the Program's  
8 requirements for such benefits.  
9

10 4. The Program has the sole responsibility and authority to determine benefit plans, carriers or  
11 service providers and to contract for the provision of such benefits as may be secured  
12 within the resources available. The Program may, to the extent authorized by its charter,  
13 change, terminate, amend or modify benefit plans, carriers or service providers without  
14 prior approval of the Board or persons eligible for coverage.  
15

16 5. The responsibility of the Board with regard to employee healthcare is limited to this  
17 Article.  
18

19 6. The Board shall cooperate with and assist the Program in communicating information  
20 which may bear upon administration of the benefits including but not limited to:

- 21
- 22 a. reporting of employee status information such as hire, termination, layoff, change from  
23 full to part time or the reverse;
  - 24 b. distribution to employees of plan materials such as summaries, descriptions, enrollment  
25 and election forms;
  - 26 c. referral of inquiries to the Program's administrator.  
27
- 28

29  
30 7. Indemnification:

- 31
- 32 a. The Union acknowledges that the Employer shall not be liable for a bargaining unit  
33 member's medical bills or costs in the event the entity designated in the program to  
34 provide coverage fails to cover those costs for any reason including without limitation  
35 insolvency or inadequate reserves provided the Board has made all agreed upon  
36 contributions to the entity designated in the Program as specified herein.  
37
  - 38 b. The Union shall defend, indemnify and hold harmless the Board of Education from any  
39 claim or action initiated against the Board which alleges that Employee contributions  
40 have not been used in accordance with law. This provision does not apply to acts of  
41 negligence by the Board of Education or its employees.  
42
  - 43 c. The Board and its employees are responsible for its own acts of negligence.  
44

45 B. Board Contributions (subject to 2011 PA 152 or any other State or Federal law limiting the  
46 parties agreement as to medical benefits the parties agree as follows):

47  
48 1. The Board will make a monthly contribution by the 21<sup>st</sup> day of each month to any entity

1 designated by the Program. Board contributions will be based upon the total of the number  
2 of Full Time Equivalent employees or fraction thereof as measured on the first day of the  
3 month prior to the month for which coverage is due and who are in the bargaining unit and  
4 are on active payroll or otherwise entitled to coverage under this or any other provision of  
5 the collective bargaining agreement.  
6

7 2. Payments will be:

- 8
- 9 a. From July 1, 2011 through June 30, 2012, the monthly contribution amount will be  
10 \$997.92 per Full Time Equivalent employee.  
11
- 12 b. From July 1, 2012 through June 30, 2013, the monthly contribution will be \$1066.77  
13 per Full Time Equivalent employee.  
14
- 15 c. From July 1, 2013 through June 30, 2014, the monthly contribution will be \$1087.77  
16 per Full Time Equivalent employee unless increased as provided by this provision. Any  
17 restoration by the State of Michigan of the reduction of per pupil funding from the  
18 2008-2009 levels in excess of 7.1% will be used to increase the monthly contribution  
19 from \$1087.77 to a maximum of \$1142.52. Prior to June 30, 2014, the parties shall  
20 bargain collectively to reach agreement on a successor to this provision.  
21

22 3. The Board agrees to remit future Board and Employee Contributions obtained by payroll  
23 deduction to the Fund's designated depository account or agent not later than the 21<sup>st</sup> day of  
24 the month, or the next business day thereafter, prior to the month for which coverage is  
25 provided.  
26

27 4. Monthly Contributions by the Board to the Program shall be accompanied by a Remittance  
28 Report. The Remittance Report may be transmitted electronically or by First Class Mail to  
29 the address provided by the Program. The Remittance Report shall contain the name and  
30 the Contribution amount for each bargaining unit member for whom Contributions are  
31 made. The Board shall be responsible for the accuracy and completeness of the Remittance  
32 Report.  
33

34 5. The parties recognize and acknowledge that the Board's regular and prompt payment of  
35 Contributions to the entity designated in the Program is essential to the maintenance and  
36 operation of the Program, and that it would be extremely difficult if not impracticable to  
37 repair or remedy the actual expenses and damage to the Program and to union members and  
38 others receiving benefits under the Program as a result of the Board's failure to make such  
39 payments in full and within the time provided.  
40

41 6. If the Board fails to make Contributions (Board Contributions or Employee Contributions)  
42 in the required amounts within the time provided in this agreement, it shall pay, in addition  
43 to the Contributions due, the following amount as liquidated damages to compensate the  
44 Program for the reasonable cost of delinquency collection.  
45

- 46 a. If paid after the due date but before a delinquency of six (6) business days, one percent  
47 (1%) of the amount of unpaid Contributions owed;  
48

- 1           b. If paid six (6) or more business days after the due date, two percent (2%) of the amount  
2           of unpaid Contributions owed. In addition, Contributions not received on or before the  
3           due date shall bear interest at the rate of five percent (5%) per annum on the amount  
4           due, from the due date until paid.  
5

6 C.     Employee Contributions  
7

- 8           1. The Program may require employee contributions. Employee contributions may be required  
9           in such amount and for such purpose as the Program determines.  
10  
11          2. Each eligible employee who agrees to make an employee contribution shall execute a  
12          consent to payroll withholding on a form to be mutually developed by the Board and the  
13          Program.  
14  
15          a. The consent shall authorize the deduction by the Board from employee pay of such  
16          amount and for such purpose as the authorization shall state.  
17  
18          b. The Board shall cause such deductions to be made and no administration charge or fee  
19          shall be imposed on the process.  
20  
21          3. Employee contributions will be made on a pre tax basis on a “premium only” section 125  
22          cafeteria plan.  
23  
24          4. The amount of the employee contribution may be modified by the Program with notice to  
25          the Board and the affected employees.  
26

27 D.     Implementation  
28

- 29          1. It is the goal of the parties to this agreement to begin providing coverage per this agreement  
30          by July 1, 2011 but no later than August 1, 2011.  
31  
32          2. Initial Provider  
33  
34          a. Commencing the first day this agreement is in effect, the designated provider of  
35          benefits will be the Midwest Employees Medical Benefits Association, through its  
36          Michigan State AFL-CIO Public Employees Health and Welfare Trust sub-fund  
37          ("MEMBA" or the Fund).  
38  
39          b. The Fund shall continue to be the provider unless notice to the contrary is provided to  
40          the Board by the Program.  
41  
42          c. The Board agrees to be covered by and to comply with the Agreement and Declaration  
43          of Trust Establishing MEMBA, effective May 1, 2005, and any amendments thereto; a  
44          copy of which shall be furnished to the Board. The Board shall execute a Participation  
45          Agreement with the Fund.  
46  
47          d. Binder Payment: Not later than May 1, 2011, the Board will deposit a binder payment  
48          in an amount equal to the monthly contribution of \$997.92 times the total number of  
49          Full Time Equivalent employees or fraction thereof who are on active payroll or

1 otherwise entitled to coverage as of April 1, 2011. This shall be used to bind coverage.  
2 The binder payment will be applied to the last month's coverage or refunded to the  
3 Board should the Program terminate its contract with the MEMBA.  
4

5 E. Board Rights and Responsibilities  
6

- 7 1. The Board shall be provided both periodically and on reasonable request copies of data  
8 pertinent to the operation of the Program to include (but not limited to) program  
9 documents, claims made and covered and other experience data . The Board will be  
10 provided copies of the Program Charter, the Participation Agreement and any plan  
11 descriptions.  
12
- 13 2. The Board shall from time to time execute such other documents and agreements as are  
14 consistent with this Article as may be necessary for the Program to operate.  
15
- 16 3. The Board may designate an employee of the Board of Education to act as liaison to the  
17 Program. The liaison may attend meetings of the Program which are open to the public and  
18 such closed meetings to which the liaison is invited. The liaison may be recognized to  
19 speak at, but may not vote at, meetings of the Program. The attendance of the liaison at  
20 Program meetings does not change the responsibility of the Board of Education from that  
21 defined in this Article.  
22

23 F. Duration  
24

25 Notwithstanding any contrary provision in the collective bargaining agreement, the obligations  
26 and rights set out in this Article shall remain in effect without interruption until June 30, 2014  
27 (unless changed by mutual agreement) without regard to the expiration of other terms of this  
28 agreement.  
29

30 ARTICLE XXV - GROUP TERM LIFE INSURANCE  
31

- 32 A. The Board will provide group term life insurance in the amount of the annual contract salary of  
33 each unit member but in no case less than \$17,500; said insurance shall include accidental  
34 death and dismemberment benefits. All unit members are eligible for such insurance. The unit  
35 member will enroll and designate a beneficiary or beneficiaries on the proper application form.  
36
- 37 B. Coverage for new unit members will become effective the first of the month following the  
38 beginning date of employment, provided the necessary enrollment forms have been filed with  
39 the Payroll Department.  
40
- 41 C. Unit members being terminated or no longer receiving payroll checks have the option of  
42 applying for coverage under the policy on a direct payment basis under the rules established by  
43 the carrier.  
44

45 ARTICLE XXVI - LONG TERM DISABILITY INSURANCE  
46

47 The Board will provide, at no cost to the Union, a long-term disability plan. Specifics of this plan will  
48 be as follows:  
49

1 60% of normal monthly earnings (to be defined as position on salary schedule plus  
2 longevity).

3  
4 Waiting period: 180 consecutive calendar days.

5  
6 Maximum annual covered salary: \$90,000 (based on 12 months).

7  
8 Coverage for nervous and mental disabilities -- two years or institutionalized.  
9 Full maternity coverage.

10  
11 Board will pay premiums for medical coverage for a period not to exceed three (3)  
12 months for teachers receiving long-term disability benefits.

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

19  
20 Monthly benefits will not be reduced by any statutory or cost-of-living increases in  
21 Social Security or MPSERS benefits.

22  
23 The Union will be consulted regarding any change of carrier, details and  
24 implementation of this plan.

25  
26 Unit members on Long-Term Disability will be placed on an extended health leave  
27 pursuant to Article XII G.2.

28  
29 ARTICLE XXVII - TRANSPORTATION ALLOWANCE

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

33  
34 ARTICLE XXVIII - LONGEVITY

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

38  
39 14th year - \$1,875 \*  
40 19th year - \$2,375  
41 24th year - \$2,875

42  
43 \* Unit members receiving 14<sup>th</sup> year longevity for the 2010-11 school year will continue to receive  
44 longevity. All other unit members will not be eligible for 14<sup>th</sup> year longevity.

45  
46 ARTICLE XXIX - EXTRA-INSTRUCTIONAL SERVICE PAY

47  
48 A. Summer School

1 The summer school hourly rates will be as follows:

2  
3 2013-18 \$35.00  
4

5 B. Adult Education (credit courses)

6  
7 The Adult Education hourly rate for credit courses, Citizenship, GED Test Examiner and  
8 English for the Foreign Born will be as follows:  
9

10 2013-18 \$28.00  
11

12 C. Adult Education (non-credit courses)

13  
14 The Adult Education hourly rates for non-credit courses will be as follows:

15  
16 2013-18 \$15.00 per hour  
17

18 D. Workshops

19  
20 Teachers selected as participants and presenters in workshop sessions, designated by the  
21 Division of Instructional Services as paid workshops, will be compensated for, at the following  
22 hourly rates:  
23

	<u>Presenter</u>	<u>Participant</u>
24 2013-18	\$19.50 per hour	\$18.00 per hour

25  
26  
27 E. Bilingual/Compensatory Education Enrichment programs

28  
29 The Bilingual/Compensatory Education Enrichment programs hourly rates for professional  
30 development will be as follows:  
31

32 2013-18 \$19.50 per hour  
33

34 The Bilingual/Compensatory Education Enrichment summer programs hourly rates will be as  
35 follows:  
36

37 2013-18 \$35.00 per hour  
38

39 F. After School Academic Program (ASAP)

40  
41 The After School Academic Program (ASAP) hourly rates will be as follows:  
42

43 2013-18 \$35.00 per hour  
44

45 G. Link Crew Facilitator

46  
47 The Link Crew Facilitator hourly rate will be as follows:  
48

49 2013-18 \$35.00 per hour

1 ARTICLE XXX - RELEASED TIME SERVICES

2  
3 A. Conduct of Negotiation

4  
5 Pursuant to the provisions of Article XL of this contract, negotiations shall be conducted  
6 between the dates of March 1 and the expiration date of this contract on such days and at such  
7 times as may be mutually agreeable to the parties involved, provided no cost accrues to the  
8 district.  
9

10 B. Released Time for Union President

11  
12 The president of the Union, or designated agent if the president is no longer in a position to  
13 fulfill the obligations as president, will be provided released time during the presidency, with  
14 no cost thereto accruing to the Board and with no penalty to the unit member.  
15

- 16 1. Such released time as is granted will be on a semester-long or year-long basis, except  
17 for unforeseen situations that may arise during the term of office of the president.  
18
- 19 2. Such unit member shall have the right to be restored to the specific position left unless  
20 other arrangements are mutually agreed upon by the unit member and the  
21 Administration.  
22
- 23 3. Should the president resign from, or be removed from office during the term of  
24 presidency, that person shall revert to the previous status as a unit member with full  
25 rights and privileges as stated in this agreement, as soon as practicable but no  
26 later than the beginning of the following semester; and the replacement as designated  
27 by the Union, shall immediately assume the position on a released time basis. (In such  
28 instance the Union will reimburse the Board for the cost of a substitute.)  
29
- 30 4. Should the president be incapacitated, that person would continue on the current basis  
31 for the remainder of the semester; and the replacement will be provided for by means of  
32 a substitute. (In such instance the Union will reimburse the Board for the cost of a  
33 substitute.)  
34
- 35 5. Each year, the president will be credited with nine (9) sick days. Such days,  
36 and days already accumulated which will be maintained to the president's credit, will  
37 not be used by the president during the term of the released time for Union service.  
38
- 39 6. The Union will reimburse the district for the actual salary paid to the president along  
40 with the actual cost of insurance benefits.  
41
- 42 7. The president's health benefits, as described in the contract, and life insurance coverage,  
43 will continue to be applicable throughout the period of released time.  
44
- 45 8. The terms of the Workers' Compensation coverage as provided by the Board will  
46 continue to apply to the president during this period.  
47  
48  
49



1 ARTICLE XXXI - EXTRA-PAY SCHEDULE ACTIVITIES

2  
3 Extra-pay positions must be posted and applied for annually. The posting of spring coaching  
4 assignments shall be made by November 15<sup>th</sup> of the current school year. Extra-pay positions will be  
5 posted in the base building first, for a period of 5 working days. Any unit member currently holding  
6 an extra-pay position will be considered a member of the base building for posting purposes. If the  
7 position cannot be properly filled from the base building, it will be posted in all buildings. Ten school  
8 days shall be allowed for applications from unit members. Candidates other than unit members are to  
9 be considered only when the assignment cannot be properly filled by a unit member.

10  
11 Whenever possible, such assignments shall be made by May 15 of the current school year for fall and  
12 winter positions. Spring assignments shall be made by January 31<sup>st</sup> of the current school year. Unit  
13 members may be assigned multiple extra-pay assignments as long as the activities do not overlap and  
14 that all qualifications/criteria listed in the extra-pay postings are followed. Copies of all extra-pay  
15 duties, criteria, and required number of participants associated with each extra-pay assignment will be  
16 on file at all schools.

17  
18 Extra compensation shall be paid for at the rates indicated below for such of the following assignments  
19 as are made that are below the regular teaching load and/or day. The percentage rate shown shall be  
20 applied to the average contract salary to be paid P-12 unit members for the previous school year in  
21 which the activity was conducted. However, the parties agree that there will be no diminution in the  
22 dollar amounts paid during the previous school year.

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

26  
27

28 Classification	Senior High % Rate	Middle school % Rate	Elementary % Rate
29			
30 Football - Head Coach	9.50%	4.75%	
31 Football - Asst. Coach	6.00%	4.75%	
32 Football - 9th Grade Coach	6.00%		
33 Cross Country	4.75%		
34 Basketball - Head Coach	9.50%	4.75%	
35 Basketball - Asst. Coach	6.00%		
36 Basketball - 9th Grade Coach	6.00%		
37 Swimming - Head Coach	9.50%	4.75%	
38 Swimming - Asst. Coach	6.00%		
39 Wrestling - Head Coach	9.50%		
40 Wrestling - Asst. Coach	6.00%		
41 Baseball - Head Coach	6.00%		
42 Baseball - Asst. Coach			
43 (If Reserve & Schedule)	4.75%		
44 Softball - Head Coach	6.00%		
45 Softball - Asst. Coach			
46 (If Reserve & Schedule)	4.75%		
47 Track - Head Coach	6.00%	4.75%	
48 Track - Asst. Coach	4.75%	4.75%	
49 Soccer - Head Coach	6.00%		

1		Senior High	Middle school	Elementary
2	Classification	<u>% Rate</u>	<u>% Rate</u>	<u>% Rate</u>
3				
4	Soccer - JV Coach	4.75%		
5	Tennis - Head Coach	4.75%		
6	Tennis - Asst. Coach	3.75%		
7	Golf	4.00%		
8	Ice Hockey – Head Coach	9.50%		
9	Ice Hockey – Asst. Coach	6.00%		
10	Field Hockey - Head Coach	5.25%		
11	Field Hockey - Asst. Coach	3.75%		
12	Gymnastics - Head Coach	9.50%		
13	Gymnastics - Asst. Coach	6.00%		
14	Volleyball - Head Coach	9.50%	4.75%	
15	Volleyball - Asst. Coach	6.00%		
16	Volleyball - 9th Grade Coach	6.00%		
17	National Honor Society	7.25%		
18	BPA - Business Professionals of			
19	America	4.00%		
20	DECA – Association of Marketing			
21	Students	3.00%		
22	HOSA – Health Occupations Student			
23	Organization	3.00%		
24	Ignite/Gifted & Talented/Advanced			
25	Placement	7.25%	3.75%	
26	Detention Room Supervisor	6.00%	6.00%	
27	Photography	5.00%		
28	Annual	7.25%	3.75%	
29	Newspaper	7.25%	2.05%*	
30	Debate/Forensics	7.25%		
31	Dramatics/Auditorium Manager	9.00%		
32	Student Council	7.25%	3.75%	
33	Intramurals	6.00%	6.00%	
34	Athletic Director	9.50%	4.75%	
35	Faculty Manager	7.25%		
36	Cheerleading	7.25%	3.75%	
37	Choral Music	8.00%	4.00%	
38	Instrumental Music	8.00%	4.00%	
39	Afterschool Instrumental		2.05%	
40	Afterschool Vocal Music		2.05%	
41	Model UN	3.75%		
42	Thornly Court	3.75%		
43	Safety Patrol			3.40%
44	Service Squad			3.40%
45	Honors Choir, Director		4.00%	4.00%
46	Honors Choir, Accompanist		3.40%	3.40%
47	Academic Games		4.75%	
48	League Coordinator**			
49	Chess Competition	3.75%	3.75%	3.75%

Classification	Senior High <u>% Rate</u>	Middle school <u>% Rate</u>	Elementary <u>% Rate</u>
Challenge Bowl	4.75%		
Literary Magazine	3.75%		
Math Counts Coach		2.05%	
BACSTOP		3.75%	
Academic Enrichment Fund		6.00%	6.00%
Teaching Mentoring Coordinator	4.75%		

\*Regular scheduled and outside class  
 \*\*If the individual serving as League Coordinator also serves as an Academic Games Team Coach or a Chess Team Coach, the combined rate will be 6.00%.

ACADEMIC ENRICHMENT FUNDS

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

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

At the elementary level, the committee will include the principal, one primary teacher, one later elementary teacher and one special area teacher, one of which must be the Union building representative. At the middle school level the committee will include the building principal, the Union building representative and two other members of the staff. Proposals must be submitted each year. The committee will reallocate funds each year.

Category 4:  
 Activities that run from October to May and meet twice a week -- funding not to exceed 100% of fund.

Category 3:  
 Activities that are between twenty (20) and thirty (30) weeks in length and meet once or twice a week - funding not to exceed 75% of fund.

Category 2:  
 Activities that are between ten (10) and twenty (20) weeks in length and meet once or twice a week -- funding not to exceed 50% of fund.

Category 1:  
 Activities that are ten (10) weeks and meet once or twice a week -- funding not to exceed 25% of fund.  
 Activities will be evaluated each year and a file will be maintained in each building and in the Division of Instruction.

1 ARTICLE XXXII - COMPENSATION

2  
3 A. The salaries of unit members covered by this agreement are set forth in Article XXXIII of  
4 this Agreement. Such salary schedule shall remain in effect during the term of this agreement  
5 with the following stipulations:  
6

- 7 1. All unit members with greater than ½ year’s seniority will experience a step increase  
8 for the 2013-14 school year except those teachers that are rated ineffective on their  
9 most recent year-end evaluation.  
10
- 11 2. All unit members with greater than ½ year’s seniority will experience a step increase  
12 for the 2014-15 school year except those teachers that are rated ineffective on their  
13 most recent year-end evaluation.  
14
- 15 3. All unit members with greater than ½ year’s seniority will experience a step increase  
16 for the 2015-06 school year except those teachers that are rated ineffective on their  
17 most recent year-end evaluation.  
18
- 19 4. All unit members with greater than ½ year’s seniority will experience a step increase  
20 for the 2016-17 school year except those teachers that are rated ineffective on their  
21 most recent year-end evaluation.  
22
- 23 5. All unit members with greater than ½ year’s seniority will experience a step increase  
24 for the 2017-18 school year except those teachers that are rated ineffective on their  
25 most recent year-end evaluation.  
26
- 27 6. During the term of this contract, the salary schedule shall be adjusted up or down  
28 according to the following formula:  
29
  - 30 a. Any percentage increase in the 2012-13 state foundation allowance greater than  
31 one percent (\$8,415) shall result in an equal percentage increase in the salary  
32 schedule greater than one percent (1%) increase. For example – a two percent  
33 (2%) increase would result in a one percent (1%) increase in the salary  
34 schedule.  
35
  - 36 b. Any percentage decrease in the 2012-2013 state foundation allowance greater than  
37 one percent (\$8,249) shall result in a decrease in the salary schedule of one-half  
38 of the percentage decrease greater than one percent (1%) decrease. For  
39 example – a two percent (2%) decrease would result in a one-half percent  
40 (1/2%) decrease in the salary schedule.  
41
  - 42 c. Any increase in the MPSERS pension rate above 25.91% shall result in a  
43 decrease in the salary schedule of one third of the percentage increase. For  
44 example – if the MPSERS rate increases to 26.91% a one-third percent (1/3%)  
45 decrease would result in the salary schedule. The MPSERS rate used to  
46 determine the salary adjustment shall be based on the MIP Graded with retiree  
47 health normal costs.  
48

49 B. The contract salaries of all unit members shall be paid on a ten (10) month schedule.

1 Paychecks shall be issued bi-weekly.

2  
3 Unit members will have the option to be paid on a twelve (12) month schedule, paychecks  
4 issued bi-weekly.

5  
6 The request to be paid on a twelve (12) month schedule must be submitted in writing by June  
7 15 for the following school year. A unit member who makes a timely request to be paid on a  
8 twelve month schedule will continue to be paid on a twelve (12) month schedule in subsequent  
9 school years unless the teacher requests payment on a ten (10) month schedule by June 15 of  
10 any year for the following school year. The method of pay may not be changed for one year  
11 after the request is made. For those receiving twelve (12) installments, pay will commence in  
12 September and end in August.

13  
14 C. The Board shall pay on a current basis those monies earned for extra-pay for extra-duty  
15 responsibilities which are year-long in nature. Those responsibilities which are not year-long  
16 shall be paid as currently practiced.

17  
18 D. The salaries of all unit members employed for the summer school session shall be paid on a  
19 biweekly basis according to the established schedule developed by payroll.

20  
21 E. The Board shall make all payroll deductions as required by law and such other deductions as  
22 currently practiced.

- 23  
24 F. 1. When a scheduled pay date falls on a non-contract working day, all Union Members  
25 who do not have direct deposit shall have negotiable paychecks mailed to the address  
26 on file with the Department of Human Resources prior to the scheduled pay date.  
27  
28 2. All Union members who do not have direct deposit shall have their July and August  
29 paychecks mailed to the address on file with the Department of Human Resources prior  
30 to the scheduled pay date.  
31  
32 3. The District has the right to require that all wages be paid through direct deposit.

33  
34  
35 G. A unit member qualifying for a higher salary schedule shall move to the appropriate schedule  
36 at a step commensurate with step placement on the current salary schedule (plus years at  
37 maximum if at the top step on that schedule). Such movement shall take place at the beginning  
38 of a semester, either in January or September, whichever comes first after such qualification,  
39 provided written application is made within one month after the beginning of the semester.  
40 Academic courses completed must be from an accredited college or university.

41  
42 H. Teachers with a permanent occupational certificate in Trade and Industry, Business Education,  
43 or Occupational Homemaking will be placed on the Master's lane or, if applicable, Master's +  
44 30 or Master's +60 lane provided written application is made to the Department of Human  
45 Resources within thirty (30) days of the beginning of the semester following the completion of  
46 such requirements. It is expected that proper documentation will be furnished. Likewise, all  
47 other professional staff members who have a two-year Master's degree will be placed on the  
48 Master's + 30 or, if applicable, Master's + 60 lane. The academic courses completed must be  
49 toward an M.A., Ed.S., Ed.D., or Ph.D. degree or be within or related to the field in which the

1 teacher is or may be assigned.

2  
3 I. A unit member who is laid off under provisions of this agreement, and:

- 4 1. has not been given a letter of reasonable assurance of recall by June 30<sup>th</sup> of the year in
- 5 which they were laid off and;
- 6
- 7
- 8 2. who is subsequently recalled to a teaching position during or before the first week of
- 9 the semester following the summer layoff,

10  
11 will be paid according to an annual salary rate, such that his/her unemployment compensation  
12 plus that annual salary rate will be equal to the rate of salary he/she would have earned for the  
13 school year had he/she not been laid off. Upon recall to a teaching position, or notice of  
14 reasonable assurance of recall, benefits will be reinstated.

15  
16 The COBRA cost of benefits, if applicable, shall be deducted from any unemployment  
17 compensation collected by the district.

18  
19 ARTICLE XXXIII - P-12 SALARY SCHEDULE

20  
21 A. The Board will pay the noncontributory portion of retirement for all unit members.

- 22 1. See attached 2013-18 Salary Schedule.
- 23
- 24
- 25 2. A new Salary Schedule will be made at such time as state per pupil funding levels are
- 26 restored per Article XXXII.

27  
28 Unit members who have earned a Juris Doctorate degree from an accredited university will  
29 receive the appropriate Master's step. All hours taken for a Juris Doctorate will only be  
30 equivalent to the Master's pay level. Employees who earned the degree prior to their hire date  
31 will be placed on the appropriate Master's step for the current school year and no retroactive  
32 pay will be dispersed.

33 2013-18 Salary Schedule

34	35	Bachelors	Masters	Masters	Masters	EdD or PhD
36	<u>Step</u>	<u>Degree</u>	<u>Degree</u>	<u>Degree + 30</u>	<u>Degree + 60</u>	<u>Degree</u>
37	1	33,672	36,438	36,761	37,722	38,165
38	2	35,692	38,625	38,967	39,985	40,455
39	3	37,833	40,942	41,305	42,384	42,883
40	4	40,103	43,399	43,783	44,927	45,456
41	5	42,510	45,786	46,191	47,398	48,183
42	6	45,060	48,075	48,501	49,768	51,074
43	7	47,313	50,479	50,926	52,256	53,628
44	8	49,679	53,003	53,472	54,608	56,309
45	9	52,163	55,520	56,146	57,065	59,124
46	10	54,249	58,019	58,672	59,633	61,785
47	11	56,419	60,629	61,312	62,317	64,565
48	12	58,676	63,358	64,071	65,121	67,471
49	13	61,023	65,892	66,634	67,726	70,170

1	14	63,159	68,363	69,300	70,435	72,976
2	15	65,369	70,927	72,072	73,252	75,895
3	16	67,821	73,586	74,954	76,182	78,931
4	17	70,694	76,346	77,953	79,230	82,088
5	18		80,045	82,006	83,057	86,296

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

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

13 B. Credit for Previous Experience

- 15 1. Newly hired unit members employed by the Board may be placed on the salary  
16 schedule at no higher than Step 3. Placement shall be made at the discretion of the  
17 Director of Human Resources based on full-time experience as a certified teacher in the  
18 State of Michigan or the equivalent from another state. Any credit for experience must  
19 be within the previous five (5) years from their date of hire.
- 21 2. Notwithstanding the previous paragraph, the Superintendent of Schools, in the event  
22 that a position cannot be filled due to lack of a qualified candidate willing to accept a  
23 position at Steps 1 through 3, shall be allowed to place one newly hired teacher at a  
24 level no higher than Step 6 of the salary step schedule. The newly hired teacher must  
25 have experience as a full-time certified teacher equal to placement step. The ability of  
26 the Superintendent to exercise this option is limited to once per school year and  
27 requires the consent of the DFT president.
- 29 3. Union members who have served in the regular armed forces of the United States will  
30 be given experience credit of one-half year for each year of military service up to four  
31 (4) years of such service.
- 33 4. New unit members employed by the Board or recalled from laid off status will be given  
34 credit for each full year of work experience (meaning at least eleven (11) consecutive  
35 months of full-time employment with a given employer) directly pertaining to their  
36 teaching assignment, the pertinence of the work experience to be decided by the  
37 Director of Human Resources. Experience necessary for the achievement of vocational  
38 certification will not be considered as creditable in any instance where vocational  
39 certification is accepted in lieu of a Master's degree for salary determination purposes.

41 ARTICLE XXXIV - WAIVER CLAUSE

43 The parties acknowledge that during the negotiations which resulted in this agreement, each had the  
44 unlimited right and opportunity to make demands and proposals with respect to any subject or matter  
45 not removed by law from the area of collective bargaining, and that the understandings and agreements  
46 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.  
47 Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly  
48 waives the right, and each agrees that the other shall not be obligated to bargain collectively with  
49 respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject

1 or matter not specifically referred to or covered in this Agreement, even though such subjects or  
2 matters may not have been within the knowledge or contemplation of either or both of the parties at  
3 the time that they negotiated or signed this Agreement, except as provided in Article XLI of this  
4 Agreement.

5  
6 ARTICLE XXXV - CONFORMITY TO LAW CLAUSE  
7

8 This Agreement is subject in all respects to the laws of the State of Michigan and all federal laws with  
9 respect to the powers, rights, duties and obligations of the Board, the Union and employees in the  
10 bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be  
11 contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal  
12 has been taken within the time provided for doing so, such provisions shall be void and inoperative.  
13 However, at the option of either party to the contract, the specific provision, thus voided, and that  
14 provision only, shall be immediately subject to negotiations. All other provisions of this Agreement  
15 shall continue in effect.

16  
17 This clause is inserted into this document pursuant to 2011 PA 9.  
18

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

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

27 The Union reserves the right to assert, where appropriate, that this clause is not enforceable.  
28

29 ARTICLE XXXVI – REVERSE CONFORMITY TO LAW CLAUSE  
30

31 Certain provisions of this Agreement may be affected by 2011 PA 103. The parties have not reached  
32 agreement with regard to which provisions, if any, are so affected. Therefore, the District reserves the  
33 right to contend that a clause or section is not enforceable as a consequence of that statute. The Union  
34 reserves the right to disagree.  
35

36 ARTICLE XXXVII - MATTERS CONTRARY TO AGREEMENT  
37

38 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be  
39 contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms  
40 contained in any individual teacher contracts heretofore in effect.  
41

42 All individual unit member contracts shall be subject to the terms of this Agreement, and this  
43 Agreement shall be part of the established personnel policies of the Board affecting unit members.  
44

45 ARTICLE XXXVIII - SHARED TEACHING ASSIGNMENTS  
46

47 A. Purpose



- 1           1.       This shared teaching program was developed to allow pairs of tenured teachers  
2           employed by the Dearborn Public Schools to voluntarily share full-time  
3           assignments in order to recall laid-off teachers, increase work options, improve  
4           staff morale and productivity, and enable employees to better meet the dual  
5           responsibilities of family and work.  
6

7       B.       Procedure  
8

- 9           1.       It is the responsibility of each shared teaching team to submit a plan to the  
10          Department of Human Resources which addresses the following considerations:  
11  
12               a.       The names of the teachers who form the partnership.  
13               b.       When each partner will teach.  
14               c.       How the curriculum will be divided.  
15               d.       When joint planning will take place.  
16               e.       How various duties associated with the shared time positions will be  
17               handled, including but not limited to meetings, marking of report cards,  
18               extra curricular and committee assignments, IEP's, MET, and student  
19               study teams.  
20               f.       How parent conference, open house and other responsibilities be  
21               accomplished.  
22

23       One representative of the Department of Human Resources and one representative of the Union  
24       will facilitate the implementation of this program. Individual teachers who wish to participate  
25       will be provided with the names, teaching assignments, and other contact information  
26       regarding other individuals who are interested in the program.  
27

28       A representative of the Department of Human Resources, the building principal or appropriate  
29       system wide administrator and two representatives of the Union may meet with a shared  
30       teaching team to review the plan submitted. The building principal will have the opportunity  
31       to interview teachers who wish to share an assignment in his/her building.  
32

33   C.       Employee Conditions Under Shared Teaching  
34

- 35       1.       Decisions regarding the selection of participants or the discontinuation of shared time  
36       assignments will not be subject to the grievance procedure.  
37  
38       2.       The following positions will not be available for shared-time assignments: Resource  
39       teacher, consulting teacher, counselor, department chairperson, athletic director, and  
40       special education pre-school or special education early elementary programs (K-2).  
41  
42       3.       When the termination of the shared teaching assignment is within two (2) years, both  
43       teachers will be assigned to their former building or department, provided such  
44       arrangements are not in conflict with other provisions of the contract. In the case of  
45       special education assignments, return will be to the former assignment or comparable  
46       assignment subject to caseload adjustments. If the termination occurs after three (3)  
47       years of the shared teaching assignment, the partner with the highest district seniority  
48       retains the current assignment and the partner with the lower district seniority will be  
49       surplused. The less senior partner may retain the current assignment if through the

1 mutual agreement of the senior partner the senior partner is voluntarily surplused.  
2 Placement of these teachers will be done in accordance with Board policy on teacher  
3 placement.  
4

- 5 4. All shared teaching assignments in this program will be for one school year. All  
6 applicants must reapply on a yearly basis.  
7
- 8 5. Shared-time teachers at the secondary level shall be compensated at the rate of one-half  
9 regular pay. A shared-time assignment would preclude a teacher from teaching more  
10 than half the load of a full-time teacher; e.g. five classes at the secondary level. For  
11 example: During the first semester, teacher A's schedule would include two classes  
12 plus one preparation period; teacher B's schedule would include three classes. During  
13 the second semester, teacher A would have three classes, and teacher B would have two  
14 classes plus one preparation period. Shared-time teachers at the elementary  
15 level will receive .5 for A.M. or P.M. assignment. Departmental art, music and  
16 physical education teachers will be compensated at .4, .5 or .6 depending upon their  
17 assignments.  
18
- 19 6. Individuals in shared teaching assignments shall receive fringe benefits on a pro rata  
20 basis. For example, for a .5 teacher, the Board will pay 50% of premiums. Sick and  
21 personal business days will be granted on a pro rata basis. It is understood that the  
22 teachers will pay his/her portion of L.T.D., which is based on their annual salary.  
23
- 24 7. Each teacher on a shared teaching assignment will be granted a full year of seniority  
25 and a full year of experience on the salary schedule. Retirement credit is prorated by  
26 the State Retirement Office in relation to the hours worked per day. To receive a  
27 retirement year requires an individual to work 6 hours per day for 170 days. Teachers  
28 working 3 hours per day would receive a half year of retirement credit.  
29
- 30 8. Full preparation time will be provided and will be divided as equitably as possible  
31 given the nature of the assignment.  
32
- 33 9. Extra curricular assignments and/or duties for shared teachers shall equal that of a full-  
34 time teaching assignment.  
35
- 36 10. Those sharing teacher assignments will be required to attend required inservice, staff  
37 meetings, parent conferences, special education, student study team, multi-disciplinary  
38 evaluation team, and individualized educational planning committee meetings, open  
39 houses and carry out committee assignments normally participated in by a full-time  
40 teacher as mutually agreed upon in the shared-time teaching application and approved  
41 by the school administrator. All shared time applicants agree to meet the state  
42 guidelines for professional development.  
43
- 44 11. A teacher who becomes part of a shared assignment will not be granted a transfer  
45 during the school year. Any transfer of these teachers will be done in accordance with  
46 Board policy on teacher placement.  
47
- 48 12. During the second semester of the school year, a committee shall be formed with equal  
49 numbers of representatives from the Administration and the Union. The union

1 representatives shall be appointed by the Union. The charge of this committee shall be  
2 to evaluate the shared teaching program and make further recommendations.

- 3  
4 13. The shared teaching program shall be limited to no more than twenty-five (25) teams.  
5 The teams shall be selected from among the applicants. Copies of approved  
6 applications will be forwarded to the Union office. Applications will be reviewed by a  
7 joint committee made up of equal numbers of representatives from the Administration  
8 and from the Union. The Union representatives to the committee shall be appointed by  
9 the Union. The final decision to approve or deny an application shall rest with the  
10 Director(s) of Elementary/Secondary Education.  
11  
12 14. Under this program, no procedure shall be established that creates any binding  
13 obligation in the future.  
14

15 ARTICLE XXXIX - DFT SICK BANK

- 16  
17 A. The Central Sick Leave Bank (CSLB) is created. The purpose of the Bank is to provide  
18 income continuation to any unit member who has suffered a catastrophic illness and who has  
19 reduced his/her personal sick leave bank to the "Deductible Amount". Persons receiving  
20 CSLB benefits will be treated as if consuming days from their personal sick leave bank with  
21 wages and benefits continued accordingly.  
22  
23 B. All unit members may apply for CSLB benefits when they have exhausted their personal sick  
24 leave bank.  
25  
26 C. CSLB benefits are available to persons who meet the criteria expressed here. A person is  
27 eligible for benefits only if he/she suffered a catastrophic illness or injury. This term means an  
28 injury that is life-threatening or disabling in which the person requires extensive treatment and  
29 follow-up therapy or convalescence. A catastrophic illness or injury does not include the  
30 ordinary diseases of life.  
31  
32 D. The CSLB shall be funded by contributions from the personal sick leave banks of each unit  
33 member. The balance of each member's bank will be reduced by one day on the pay date  
34 nearest to October 15 of each year. The CSLB will not fall below one hundred days. An  
35 additional deduction of one day will be made whenever the CSLB reaches a balance of one  
36 hundred days. The CSLB shall not exceed one thousand days. No additional deductions will  
37 be made when the CSLB reaches one thousand days. Each unit member, upon retirement, may  
38 choose to donate their sick bank days to the Central Sick Leave Bank.  
39  
40 E. CSLB benefits will commence when the CSLB Committee determines that the unit member is  
41 eligible.  
42  
43 F. CSLB benefits will stop when the CSLB Committee determines that the unit member is  
44 eligible for long-term disability insurance as provided by the then current collective bargaining  
45 agreement.  
46  
47 G. CSLB benefits are not subject to repayment by the eligible person.  
48  
49

The Central Sick Leave Bank Committee

I.

- A. The Central Sick Leave Bank Committee is created. The committee is responsible for considering requests for benefits under the Central Sick Leave Bank. This committee shall consist of six persons, three of whom shall be appointed by the Union, three of whom shall be appointed by the Dearborn Superintendent of Schools.
- B. The committee may meet and conduct business when at least five members are present. A decision will be made by majority vote of the persons then present.
- C. The committee shall designate a chair. The chair shall be responsible for calling regular and special meetings, and maintaining decorum.
- D. The decision of the committee to grant or deny benefits is final and binding on the applicant, the Union and the Board. The decision of CSLB shall be final and cannot be appealed to the Union or the Board.
- E. Vacancies in committee positions may be filled at any time by the party responsible for appointing the incumbent.

II.

- A. CSLB benefits are available to persons who meet the criteria expressed here.
- B. On initial application, an applicant shall submit adequate verification of any application for CSLB benefits. Verification shall include, at a minimum, a statement by two licensed health care professionals, at least one of whom shall be licensed to practice medicine, which shall describe the illness or injury suffered, verify that treatment has been provided, and describe the length of confinement to be required. The statement shall include a diagnosis, prognosis, treatment plan and explanation as to why the illness or injury is catastrophic or life-threatening. The committee may require additional verification.
- C. The committee may require the applicant to be examined by an expert of the committee's choice; may require the applicant to approve disclosure of medical or hospital records.
- D. No application will be considered if filed more than 30 work days after the applicant has exhausted the deductible amount. The committee may waive this requirement for good cause.
- E. The committee may terminate benefits previously granted or refuse to grant additional benefits if:
  - 1. The applicant fails to, refuses to, provide verification of his/her illness or injury.
  - 2. The committee determines that the applicant has obtained benefits through misrepresentation or fraud.

1  
2 2. The committee determines that the applicant's continued use of benefits is  
3 contrary to the purposes for which the CSLB was created. The decision of the  
4 committee is final and binding on the applicant.  
5

6 F. Each person receiving CSLB benefits must apply for benefits under the long-term  
7 disability insurance plan then in effect. The CSLB committee has discretion to waive  
8 this requirement.  
9

10 G. CSLB benefits may not be used in lieu of disability retirement, general retirement or  
11 contract benefits to which the person is eligible. The CSLB committee has authority to  
12 refuse or terminate benefits paid to a person who the committee determines is eligible  
13 for other contract benefits.  
14

15 H. The decision of the committee is final and not subject to the grievance procedure.  
16

## 17 ARTICLE XL - DURATION OF CONTRACT

18

19 This contract shall replace the collective bargaining agreement with an expiration date of June 30,  
20 2013. This Agreement shall be effective upon ratification, and shall continue in full force and effect  
21 until June 30, 2018, except that the provisions of this contract shall apply to all summer school unit  
22 members until the end of the summer session. On or about March 1, 2018, either party may give  
23 written notice to the other of its desire to negotiate a new agreement for the following year; and  
24 meetings for that purpose will begin at a time mutually agreeable to the parties. Provided, however,  
25 that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board  
26 to commit an unfair labor practice(s) or otherwise violate the law by any improper recognition of or  
27 support or assistance to the Union.  
28

## 29 ARTICLE XLI - IMPLEMENTATION MEETINGS

30

31 A. Upon request, the Superintendent will meet informally with the President of the Union on  
32 matters relating to the implementation of this Agreement or other matters of mutual concern.  
33 Such meetings will not exceed one per month except by mutual agreement.  
34

35 B. Upon request, the building administrator will meet informally with the Union building  
36 representative on matters relating to the implementation of this Agreement or other matters of  
37 mutual concern. Such meetings will not exceed one per month except by mutual agreement.  
38

39 C. Meetings involving matters related to implementation or enforcement of contract which are  
40 scheduled at times mutually agreeable to the Administration and the Union, shall be attended  
41 by a reasonable number of appropriate Union representatives without penalty to the unit  
42 members involved or to the Union.  
43

44 D. The District will allow representatives, as approved by the Union, to be released to attend no  
45 more than two (2) Union training sessions per school year. The District will be reimbursed by  
46 the Union for any substitute costs incurred.  
47  
48  
49

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38

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 14<sup>th</sup> day of March, 2013.

FOR THE BOARD

FOR THE UNION

\_\_\_\_\_  
Pamela L. Adams, President

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

\_\_\_\_\_  
Brian Whiston, Superintendent

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

\_\_\_\_\_  
Jane Mazza  
Affiliation's Vice-President

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

6 Beginning and Ending Times  
7  
8

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

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

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

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

For the Dearborn Federation  
of Teachers

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

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Christine Sipperley, DFT President

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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  
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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 of  
16 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).  
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26 For the Board of Education  
27 of the School District of the  
28 City of Dearborn  
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For the Dearborn Federation  
of Teachers

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Brian Whiston, Superintendent  
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Christine Sipperley, DFT President

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

18 I. Contract Dominant  
19

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

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

43 II. Stage Definitions and Actions  
44

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

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

- 1 3. Using the new teacher evaluation model, teacher dispositions/behaviors will be
- 2 identified and corrective measures will be established to ensure all teachers are at
- 3 proficient levels.
- 4 4. School professional development and faculty meetings will be focused on the areas
- 5 identified in paragraph three.
- 6 5. District professional development will support the broad goals of the school.

7  
8 B. A school is at Stage 2 if it has not met AYP for two consecutive years. In that event:

- 9
- 10 1. All components of Stage 1 continue if not superseded by components of this stage.
- 11 2. All assessments (see Stage 1, #3) will be given to the school administration for
- 12 identification of areas for intensive professional development.
- 13 3. Teachers familiar with the practices of the consulting teacher program will work with
- 14 individuals identified as needing assistance from #2.
- 15 4. Adherence to district curriculum and building focus will be jointly examined by the
- 16 school administration and the teacher(s).
- 17 5. Any teacher not in II A3 will enter the process per II A 3.
- 18 6. Professional development will be accelerated. This will include required compensated
- 19 after-school attendance at professional development.

20  
21 C. A school is at Stage 3 if it has not met AYP for three consecutive years. In that event:

22  
23 (a) The District will develop a Corrective Action Plan. Subject to the District's duty to

24 bargain, the Plan may include:

- 25
- 26 1. Transfer of certain staff from the school to other assignments and replacement by
- 27 other staff.
- 28 2. Institution of a new curriculum with appropriate professional development.
- 29 3. Significant decrease of management authority at the school
- 30 4. Appointment of an outside expert to advise the school
- 31 5. Extension of the school year or school day.
- 32 6. Restructure of the internal organization of the school.

33  
34 (b)

- 35 1. All components of Stages 1 and 2 continue if not superseded by components of this
- 36 stage.
- 37 2. At the beginning of the school year, an IDP will be developed for any teacher who,
- 38 according to the evaluation undertaken in Stage 2, was not able to meet the
- 39 Proficient Level of the Charlotte Danielson Model.
- 40 3. Should any department be eliminated or modified, the collective bargaining
- 41 agreement will be honored with respect to the seniority rights of affected
- 42 employees.

43  
44 D. A school is at Stage 4 if it has not met AYP for four consecutive years. In that event:

- 45
- 46 1. All components of Stage 3 will remain in effect.
- 47 2. The school will be identified for restructuring. NCLB guidelines will be followed.

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For the Board of Education  
of the School District of the  
City of Dearborn

For the Dearborn Federation  
of Teachers

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Brian Whiston, Superintendent

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Christine Sipperley, President

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Date

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Date

1 LETTER OF UNDERSTANDING #4  
2 BETWEEN DEARBORN BOARD OF EDUCATION  
3 AND  
4 DEARBORN FEDERATION OF TEACHERS  
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6 Absence Verification Procedure  
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:  
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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 for  
16 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.  
49

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

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16 Brian Whiston, Superintendent  
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Christine Sipperley, DFT President

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