

**AGREEMENT BETWEEN  
THE DEARBORN BOARD  
OF EDUCATION**



**DEARBORN  
SCHOOLS**

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

**2018 - 2023**

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

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**AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION 2 AND THE  
DEARBORN FEDERATION OF TEACHERS  
(LOCAL NO. 681, A.F.T.)  
2018-2023**

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

## **ARTICLE I - RECOGNITION**

- A. The Board recognizes the Union as the exclusive bargaining representative for all personnel in the bargaining unit described as follows:
1. For the purposes of this agreement, the phrase "unit member" refers to a member of the bargaining unit.
  2. All full-time and part-time probationary and tenure contract teachers, nurses, and all educational workers on the teachers' salary schedule, all of whom are hereinafter referred to as "unit member" or "unit members," excluding the following: Superintendent, Directors, Coordinators and any other persons bearing the title of Assistants of any of the above, all Principals and Assistant Principals.
  3. A unit member who is appointed by the Superintendent to a temporary administrative position (including administrative internships, not to exceed four (4) in number at any one time and a training period not to exceed one school year per intern) will also be excluded during the time such temporary appointment is in effect. The Union will be notified promptly of any such temporary administrative appointment.
  4. Any other employee in a full-time administrative position and on a salary schedule other than that for teachers and nurses is also excluded from the bargaining unit.
  5. This agreement applies only to employees in the bargaining unit.
- B. The Board and the Union agree to follow all federal and State of Michigan laws with respect to education, individuals with disabilities and employment including but not limited to F.M.L.A. P.E.R.A. and all E.E.O.C. laws.
- C. The Union and the Board recognize the existence of the principles of affirmative action; however, the Union and/or the Board reserve the right to challenge any proposed state or federal Affirmative Action program which in their opinion violates the applicable legislation, the collective bargaining agreement, and/or valid practices and policies of the Union or the Board.
- D. The Board shall make available to the Union upon its request such statistics and financial information, related to the Dearborn Schools and in the possession of the Board but not readily available to the Union from other sources, as are necessary for negotiation of collective bargaining agreements. It is understood that this shall not be

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

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

## **ARTICLE II - BOARD OF EDUCATION RIGHTS**

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

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

C. Such rights shall include by way of illustration and not by way of limitation the Board's right to: the Executive and Administrative management of the school system, its employees, its properties and its facilities; the hiring of all unit members and to determine the qualifications and conditions of their continued employment, including the right to evaluate, demote, dismiss, transfer, or layoff unit members, limited only by the laws of the State of Michigan and the specific provisions of this Agreement; establish grade levels, marking systems, hours, courses in instruction, and special programs of a curricular and extracurricular nature, all as deemed necessary or advisable by the Board; implement means and methods of instruction; determine class schedules, teacher duties, assignments and professional responsibilities; adopt, revise and enforce personnel policies and operational procedures so long as such policies and procedures do not conflict with the specific provisions of this Agreement. All matters contained in this

Agreement and/or exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

### **ARTICLE III – UNION SECURITY**

**If “Right-To-Work” legislature is repealed, the following union security language is immediately in effect.**

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

1. Promptly after approval of their hiring, the Union will be notified of the name(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. The Union will present the notice attached as exhibit one to such person. The employee will have fourteen (14) calendar days to decide whether to become a Union member or pay a service fee.
2. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member or approve deduction of a service fee (“the Non- Payer”). The employer will deduct dues or service fees from paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. The form for deduction will be either the Voluntary Authorization for Deduction of Dues or the Payroll Withholding Authorization.
3. The Union will certify the membership dues or service fee and submit same to the Payroll department for the months of September through June.
4. Payroll deductions shall be made on a bi-weekly basis, for a total of twenty (20) pays.
5. All sums deducted by the Employer shall be remitted to the financial officer of the Union within ten (10) days of each bi-weekly deduction in the months in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.
6. Changes in the amount of the monthly Union dues or service fee also must be delivered to the Employer at least fifteen (15) calendar days prior to the last payday of the calendar month on which the charge is to become effective.



7. A Bargaining Unit member may revoke the Voluntary Authorization for Deduction of Dues or the Payroll/Withholding Authorization for deduction of Union dues or service fee from 8/1 through 8/21 by written notification to the Employer on a form provided by the Employer, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Employer from 8/1 through 8/21 inclusive, or else deductions will continue. If the Bargaining Unit member exercises his/her right to terminate payroll deductions, he/she will then be responsible for paying either dues or service fees directly to the Union in such a manner, and on such a schedule, as the Union may approve.
- a. The parties acknowledge that involuntary deduction of the service fee is a sanction that is less harmful to education continuity than discharge.
  - b. Notwithstanding the same, in the event that Section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have exhausted (or the time to appeal has expired), then the parties shall utilize the process which follows:
    - i. The Union notifies the employee by letter, explaining that he or she is delinquent in not tendering either Union dues or service fees, and specifying the current amount of such delinquency, and warning him or her that unless such dues or service fees or a properly executed Payroll Withholding Authorization are tendered within thirty (30) calendar days of such notice, he or she will be reported to the Board for termination. The effective date for termination of employment of any employee who fails to comply with this agreement shall be the end of the school year in which the employee's failure to comply occurs.
    - ii. The Union will furnish the Board with a copy of the letter sent to the employee and notice that he or she has not complied with the Union's request. When requesting the Board to terminate the employee, the Union shall further specify the following by written notice:
      - 1.) The Union certifies that (Name) \_\_\_\_\_ has failed to tender either the required Union dues or service fees required as a condition of continued employment under this collective bargaining agreement and demands that, under the terms of this agreement, the Board shall terminate this employee.
    - iii. The Board agrees that within five (5) days of receipt of the notice provided in the last preceding paragraph, it shall notify the

employee that his or her services shall be terminated at the end of the current school year, and the Board further agrees that, at the next meeting of the Board after receipt of the said notice, the Board shall, at its option, either adopt a resolution terminating the employment of the employee effective at the end of the current school year, or adopt a resolution initiating Tenure Act proceedings directed toward termination of the employment of the employee effective at the end of the current school year. The Board further agrees that after it has received the said notice it will not accept a Payroll Withholding Authorization from such employee without the consent of the Union.

- iv. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they either join the Union or pay or arrange for payment of a service fee.
8. The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.
9. This agreement may be enforced via the grievance procedure or, at the Union's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.
10. Fees shall not be deducted during the pendency of any Objection that any Non-Payer may have properly initiated under the Union's Process for Resolution of Objections; it may be invoked fourteen (14) days after the conclusion or termination of the process for resolution of an Objection.
11. The Union will provide the Employer a copy of its Process for Resolution of Objections, and any changes to the Process.
12. The Union shall defend, (including the negotiation of any voluntary settlement), indemnify and hold harmless the Dearborn Board of Education, its members and its employees from claims made with regard to this agreement provided that the Union shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the Union's expense and provided further that the Dearborn Board of Education shall cooperate in the defense or resolution of the claim.
13. The employer and the union will bargain with regard to the wage scale in this agreement in the event that the Dearborn Public Schools are sanctioned for approving a union security agreement prior to March 26, 2013. This right shall

arise only if the District has suffered a significant economic loss as the result of economic retaliation by the legislature and governor against employers which approve union security contracts after December 27, 2012 and prior to the effective date of 2012 PA 349.

14. The Employer agrees that it will not, during the life of this agreement, deduct dues or service fees from unit members for any organization other than the Union.

**Exhibit one**  
**Notice to New Hire**  
***Welcome to our Union!***

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

The law requires us to notify you that:

1. You have the right to become a member of the organization or refrain from becoming a member of the Union without fear of reprisal by either the Union or the Dearborn Public Schools.
2. An employee represented by the Union who chooses not to become a member of the union or who after joining the union decides to resign is subject to the Union Security Clause (the "Clause") of the collective bargaining agreement between the Union and the Dearborn Public Schools. The Clause requires an employee who does not join the union to pay an agency fee, also called a service or representation fee.
3. The agency fee is limited to that portion of union dues the Union expends on matters related to or that impact collective bargaining, contract administration and enforcement.
4. A non-member must arrange for either payroll deduction (unless the collective bargaining agreement permits payroll deduction without the non-member's consent), direct payment of the agency fee or auto deduction of the fee from a bank account or credit card or advance, direct, payment of the fee. Failure to pay the fee will result in the non-member's discharge from employment. (See Article III of the DFT contract.)
5. A non-member may object to the amount of the service fee. To object, the non-member must present a written objection to the Union's treasurer or designee. The

objection must be presented within a defined window period of twenty-eight (28) days. The failure to present an objection waives the right to do so.

6. An objector will be given a full explanation of the basis for the service fee. The explanation will include a detailed list of chargeable and nonchargeable expenditures and a report of an independent auditor showing the Union's expenditures from the most recent prior fiscal year.
7. The following are examples of expenditures that are chargeable to a non-member:
  - a. Expenses related to or that impact collective bargaining, contract administration and enforcement;
  - b. Expenses related to the administration and enforcement of agreements, practices and working conditions, including grievance handling and arbitration. Also included are expenses related to communications with employees in the bargaining unit or with employer representatives regarding wages, hours or working conditions;
  - c. Expenses related to normal union internal governance and management expenses;
  - d. Expenses related to social activities and union business meetings;
  - e. Expenses related to union publications to the extent coverage is related to chargeable activities;
  - f. Expenses related to litigation before the courts and administrative agencies related to contract administration, collective bargaining rights and internal governance;
  - g. Expenses related to legislative, executive branch and administrative agency representation on legislative and regulatory matters related to contract ratification or the implementation of contracts;
  - h. Expenses related to the education of and training of members, officers, and staff intended to prepare the participants to better perform chargeable activities;
  - i. A proportional share of all overhead and administrative expenses.
8. The following are examples of expenditures which are not chargeable to non-members:
  - a. Expenses related to community service activities of the Union;

- b. Expenses related to legislative activity not involving contract ratification or the implementation of contracts:
  - c. The non-chargeable portion of AFT and AFT Michigan per capita. The AFT and AFT Michigan send an annual notice to locals of what percentage of per capita is non-chargeable:
  - d. Expenses related to the cost of affiliating with organizations other than the AFT and AFT Michigan;
  - e. Expenses related to the direct support of political candidates, PAC expenditures and contributions to ballot questions.
9. A fee payer who disagrees with the Union's characterization of chargeable and non-chargeable expenditures or calculation of the expenditures in any category may challenge the Union's determination by submitting a written challenge to the President or Treasurer of the Union during the defined window period. This right to challenge the fee determination must be filed no later than twenty-eight (28) days following receipt of the notice of the amount of the fee.
10. A timely filed challenge to the union's determination of chargeable and non-chargeable expenses will be resolved by an impartial determination process culminating in arbitration. All challenges will be consolidated to the extent practicable and be heard as soon as possible. The presentation to the arbitrator will be either in writing or at a hearing if requested by any objector(s). If a hearing is held, any objector who does not wish to attend may submit his or her views in writing by the date of the hearing. If a hearing is not held, the arbitrator will set a date by which all written submissions will be received and will decide the case based on the records submitted. The Union will bear the burden of justifying its calculations.
11. Any cost for arbitrator's services and the cost of any proceedings before the arbitrator will be borne by the Union. Individually incurred costs will be borne by the party incurring them.
12. While the objection is pending, the Union's Treasurer will hold, in an escrow account, that portion of the fees that are reasonably in dispute. In the event that the arbitrator determines that the objector is entitled to a greater reduction in fees than calculated by the Union, an additional check will be issued at the close of the objection procedure for the balance of the reduction in fees, as determined by the arbitrator.

#### **ARTICLE IV - APPOINTMENT OF NEW TEACHERS**

- A. All teachers shall be properly certificated, licensed or approved as required by law

and shall be subject to the state Teacher Tenure Act. The parties agree that it is educationally desirable for all newly hired teachers to have the minimum of a BA Degree.

B. Information regarding certification, majors and minors, endorsements, and licensing of newly appointed teachers shall be sent to the Union office within a reasonable period of time.

## **ARTICLE V - COMMITTEES**

A. All system wide committees in the Dearborn School System will be authorized by the Superintendent of Schools. System wide committees include, but are not limited to, curriculum committees, DSEHP Wellness committee, Teacher Evaluation committee, Assessment committee, Parent Teacher Home Visit (PTHV), and Professional Development committees.

B. Curriculum development is the responsibility of all teachers and all administrators working together. Therefore, all system wide curriculum committees will have combined membership of union member and administrators. System wide committee appointments, coordination of curriculum committee activities, and the implementation of curriculum committee recommendations will be the responsibility of the appropriate administrator. The Administration's decision regarding such recommendations shall be made known to the appropriate committee chairperson. Should any of the recommendations not be approved, the Administration shall state the reason(s), in writing, which justify the rejection.

C. The Board and the Union recognize that ongoing professional development is a requisite to providing optimal student learning. Any Professional Development Committee(s) will consist of a Union Member co-chair and an Administrator co-chair. Any Professional Development Committee(s) will consist of equal representation from Unit members and Administrators, and will consult and assist with planning. In February of each school year the Professional Development Committee(s) will survey the teachers for professional development topics to be included in the following school year's professional development. The result of these surveys will be shared with all stakeholders.

D. The Board shall provide the Union by the fourth Monday of each semester, with a list of all system wide committees operative in the school system. Upon request, the President of the Union or his or her designee will be provided with the opportunity to discuss with the appropriate administrator the composition and functions of the committee in order to assure that such committees do not intrude upon the prerogatives of the Union as recognized by law.

E. Written requests for released time for a system wide committee chairperson may

be addressed to the appropriate Executive Director and may be granted in cases where the Executive Director, considers the released time necessary.

F. Committees dealing with wages, hours and working conditions shall be composed of the same number of representatives from the Administration and the Union. Union representatives will be appointed only after consultation with the Union, and thereafter the Union shall be notified of all such appointments.

G. Both the Union and the Board agree that committees play an important role in the function of an individual school. It is agreed that committee participation is essential and unit members will be encouraged to participate on committees to ensure that the needs of the schools are met. Each unit member is expected to serve on at least two committees, building level and/or system wide, in any given year. Assignments will be mutually determined by the unit member and the administrator in charge. Beyond two assigned committees, unit member service on any other committee is voluntary.

H. The Administration shall schedule advisory safety committee meetings as needed and mutually agreed upon to discuss employee safety hazards and safety practices in the District. The Union shall have a representative on this committee. The Administration and the Union shall continue to cooperate in implementing and maintaining all health and safety rules and practices.

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

J. The Career and Technical Educational (CTE) Classroom Conditions Committee shall be comprised of no fewer than two (2) CTE teachers and two (2) representatives from the Administration. The committee shall convene at the call of the administrative chairperson and shall meet no fewer than two (2) times a year. Committee recommendations will reflect the unique nature of Career and Technical education classes including student safety concerns, specialized materials and equipment, work-based learning placement and student leadership, community service and competition mandates in addition to physical space requirements. The committee recommendations shall be made to the appropriate Executive Director.

## **ARTICLE VI - PROFESSIONAL RESPONSIBILITIES OF UNIT MEMBERS**

The "Unit Member's Day" shall include acceptance of responsibility for supervision of the arrival and departure of students, attendance at building level meetings, preparation for the performance of professional classroom responsibilities, including teaching the state and district

curricula, availability for student and parent conferences at times mutually agreeable to the parties concerned, and attendance at an annual school Open House, based upon past practice, or Kindergarten Roundups where applicable.

That the beginning and ending times will be as follows:

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

Recognizing the importance of students being able to get to their classes safely and on-time, the passing time has been increased. For secondary level buildings passing time will be increased (2017-18 is the base year) by a total of ten minutes per day as determined by the building school improvement team. Time prior to first period or at the end of last period is not eligible for additional minutes.

Unit members shall continue the tradition of voluntary participation in parent-teacher activities. It is also understood that other school-related activities require unit member attendance, including for illustration but not limited to, attendance at any school athletic contests, school dances and plays, provided that such activities are reasonably related to the legitimate function of the educational institution and provided that a reasonable number of such assignments are equitably distributed among the unit members in a given building and that the preference of unit members involved will be observed whenever possible.

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

The Board and the Union recognize that a teaching assignment involves classroom instruction time, planning, and conference time, general supervision of students' time, lunch time, and a safe amount of travel time for those with an assignment in more than one building in one day. The Board and the Union further recognize that unit members take their responsibility to students very seriously and, thus, arrive well before students arrive and leave well after students depart. Unit members fully satisfy their professional and contractual duty (under Article VI paragraph 1 above) to supervise "the arrival and departure of students," and use their time to meet with students and parents on a reasonable basis.

To further clarify and establish minimum guidelines to describe the school day, the Board and the Union agree that unit members will normally and routinely be available ten (10) minutes before classes begin and ten (10) minutes after classes end. If there is to be any departure from



the foregoing norm, such changes will be arranged and scheduled with the building principal in various combinations (fifteen (15) minutes before/five (5) minutes after), but in no event for less than five (5) minutes before and five (5) minutes after the school day defined above. When extenuating circumstances exist, i.e. coaching assignments, graduate class, the unit member may have the option of leaving immediately after students have been dismissed. However, their day would begin ten (10) minutes before the arrival of students.

Unit members will attend professional development to attain the skills and information necessary to aid students in meeting benchmarks and expectations set forth by the state and district. During a scheduled District Wide Professional Development activity no classes will meet.

District wide Professional Development days will be scheduled from 8am - 3pm with two-ten minute breaks and a sixty-minute lunch. The district will provide additional professional development that may not be bound by the school day.

At the secondary level, half days used for professional development will be scheduled following a consistent schedule (i.e. abbreviated full day schedule or alternating hours).

Building level meetings will typically begin ten minutes after the conclusion of the school day. In the event when a district wide departmental meeting is not scheduled on the first Monday of the month, all staff will attend their building level meeting. In a week with scheduled parent conference day(s) there shall not be a building level meeting.

District wide departmental meetings may be scheduled on the first Monday of the month or on another day as mutually agreed upon by the staff involved. The months in which the first Monday is not a scheduled school day, another day, with prior union consultation, may be chosen by the system wide administrator for a departmental meeting. These meetings will last no longer than one hour. It is agreed upon by all parties that district-wide departmental meetings, when called, take precedence over building-level meetings.

#### **A. Elementary Teachers**

1. Elementary teachers shall be scheduled for a minimum of 270 minutes planning time per week. In the event of an administrative directive resulting in a teacher missing prep time, the administration must determine how to recover the missing prep time after consultation with the teacher. This clause is exclusive of teacher attendance at special events such as, but not limited to, field trips or school trips.
2. District provided planning time is to be utilized for lesson planning, parent meetings, instructional coaching, meeting in collaborative teams to implement the PLC process, examining standards, identifying essential standards and pacing, creating common formative assessments, instructional dialogues, analyzing student data/work and planning for interventions and/or enrichment, meeting with

administrator, IEP meetings, creating behavior plans, MTSS meetings, other duties as assigned to meet the needs of all students.

Administrators may designate up to two planning periods per week specifically for academic related responsibilities (see above examples).

- Pre-K thru Elementary - One planning period is 45-minutes.
3. It is the intent of the Board of Education to continue with the current practice of providing special area classes for elementary students.

At the later elementary level (grades 4-5), special area classes are currently provided as follows: at least one art period of forty-five (45) minutes each per week, at least one music period of forty-five (45) minutes each per week, one enrichment period of forty-five (45) minutes each per week, and two physical education periods of forty-five (45) minutes each per week. Individual buildings have flexibility to choose one of the three following options with all periods lasting for 45 minutes in order to provide all teachers with 270 minutes of preparation time each week.

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

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

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

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

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

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

Mandatory teacher-supervised 15 minute outdoor recess for elementary at an

established time each day once in the morning and once in the afternoon. Recess will be held indoor on days when weather is inclement as determined by the administrator. Recess shall be student free-play time.

4. The administrators responsible for the scheduling of special area time shall make every reasonable effort to attempt consistency of preparation time for the teachers involved and shall attempt the equitable distribution of special area teacher time throughout the week. This shall include transition time between classes that will not count towards the allotment of 270 minutes planning time per week.

The following exception applies to preparation time for special area teachers (Departmental Physical Education, Departmental Art and Departmental Music Teachers). Special area teachers who experience a reduction of preparation time pursuant to late starts will be made whole by beginning specials classes with students one day later than classroom teachers at the beginning of the school year and end classes with students one-half day before classroom teachers at the end of the school year.

5. Time from morning dismissal until reconvening of afternoon sessions, less- thirty-eight minutes duty-free lunch, will be considered planning time. Time needed beyond that provided at the noon hour to complete the 270 minutes planning time must be scheduled at the beginning or end of the day. The principal may, with the expressed concurrence of a substantial majority of the early elementary teachers involved, alter the scheduling of such preparation and/or consultation time, provided that such preparation and/or consultation time is, in the alteration process, neither fragmented nor reduced. Should the alteration process include the provision of additional special area teacher time, the total preparation and/or consultation time granted early elementary teachers shall not exceed that granted later elementary teachers.
6. All elementary teachers will have a minimum of thirty-eight minutes per day for a duty-free lunch period, except in emergency situations as defined in Article VI. C. 2.
7. For each day that school is in session for a full day, each full-time elementary teacher of art, music, and physical education will be allowed no less than forty (40) minutes each day for consultation and/or preparation during the regular school day with a thirty-eight minute duty-free lunch period. In determining special area teachers' preparation times, the five minutes from 8:35 a.m. to 8:40 a.m. may be included as part of the total 270 preparation minutes per week. It is understood that they will have no duties during that time.
8. Certified and qualified teachers who are presently teaching at the elementary level and who were employed by the Board as of June 1, 1983, will be excluded from the requirements of the ZA/ZS endorsement resulting from School Board or Administration policies. This provision does not apply if the state or federal

government require the change.

9. Building level meetings will typically begin ten minutes after the conclusion of the school day and will be reserved as follows:
  - the first, second and fourth Mondays of each month will be reserved for departmental and/or grade level/PLC meetings with an instructional or curriculum focus. The total combined time for these meetings will not exceed 180 minutes, with meetings lasting no longer than one and one-half hours. This configuration will allow the parties the flexibility to schedule either 2 or 3 meetings in any given month in order to meet the needs of the building. Should the need arise, the time set aside for meetings can be used for other meetings with the building staff.
  - the third Monday of each month will be reserved for union building meetings;
  - the fifth Monday of the month will be reserved for building level 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 building level meetings above.

## **B. Secondary Teachers**

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

In the case of Middle School, full-time teachers shall be assigned by the building administrator the equivalent of five (5) class periods, a planning period, thirty (30) minute duty-free lunch period, and (unless excluded under other provisions of this contract) advisor/advisee or other related duties necessary for proper supervision of the building. Exceptions to class scheduling may be made in buildings where experimental programs are implemented with the agreement that such scheduling shall not exceed the equivalent of twenty-five (25) class periods per week. The advisor/advisee period does not count as a class period for the calculation of twenty-five (25) class periods. In the event of an administrative directive resulting in a teacher missing prep time, the administration must determine how to recover the missing prep time after consultation with the teacher. This clause is exclusive of teacher attendance at special events such as, but not limited to, field trips or school trips.

2. District provided planning time is to be utilized for lesson planning, parent meetings, instructional coaching, meeting in collaborative teams to implement the PLC process, examining standards, identifying essential standards and pacing, creating common formative assessments, instructional dialogues, analyzing student data/work and planning for interventions and/or enrichment, meeting with administrator, IEP meetings, creating behavior plans, MTSS meetings, other duties as assigned to meet the needs of all students.

Administrators may designate up to two planning periods per week specifically for academic related responsibilities (see above examples).

Part time and shared time teachers' schedules will not include a scheduled planning period. Time scheduled and paid will be based on a 0.2 FTE per class assigned (1 class = 0.2, 2 classes = 0.4, 3 classes = 0.6 and 4 classes = 0.8).

3. 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, the administrator shall notify the teacher of the reason(s) for such assignment.
4. 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. 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 building level meetings, unless excused by the Administration for valid reasons.

5. Building level meetings will typically begin ten minutes after the conclusion of the school day. 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 building level 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 building level 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.
4. Teachers assigned to more than one building during any school day shall be granted the same thirty (30) minute duty-free lunch period, exclusive of travel time, as that granted to other teachers.
5. Unit members assigned to more than one building shall attend regularly scheduled building level meetings, in the building to which they are assigned at the end of the day of the meeting, Their school of primary assignment (home base) is to take precedence in the event of conflict.
6. Prior to decisions as to placement, the district-wide departmental administrator shall send notices out by April 1<sup>st</sup> to those unit members in said department requesting their assignment preference for the following school year.
7. All disciplinary practices shall be in conformity with applicable provisions of any established and/or published policies or procedures dealing with student conduct.

Unit members will receive administrative support in their reasonable application of approved measures.

8. For Health and Safety reasons, all students who do not have complete bowel and/or bladder control, as defined by more than three (3) toileting accidents within the first ten (10) days of a student's attendance in school, will be assigned a one-to-one paraprofessional to monitor that student's toileting needs. For this process to be implemented, the teacher must report the incident to their administrator in writing.

9. It is understood that employees are not required to respond to emails or text messages during non-work hours.

#### **D. Coaching and Physical Education Requirements**

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

#### **E. Protocol for Handicapped/Medically Fragile Students**

1. No teacher will be required to assist or supervise a diabetic/insulin dependent student. This assistance/supervision includes the calculation of carbohydrates to determine insulin dosage, injections, or insulin pump procedures.
2. That in the event a diabetic/insulin dependent student requires the support of a member of the DFT, the following protocol will be used to determine whether a DFT member will receive a stipend when meeting any one of the following criteria:
  - In cases where the elementary student requires insulin injection, or direct supervision when given injection.
  - In cases where the elementary student requires direct supervision of insulin pump procedures.
  - In cases where the elementary student needs assistance in calculating carbohydrates to determine insulin dosage.

- For those diabetic students who are in either middle or high school and require monitoring to maintain appropriate insulin levels, upon the recommendation of the school nurse, and in consultation with district officials, the DFT member will receive the agreed upon stipend.

Teachers who accept the assignment to monitor and administer insulin to students will be paid \$50 per week for each week or partial week that such duties are performed. Payment will be made as a supplemental inclusion on the teacher's regular monthly pay.

**F. Social workers and psychologists may be allowed flexible schedules so that they can** meet the needs of parents and students who cannot schedule conferences/meetings/programs during the school day. Such flexible schedules must be mutually agreed upon by the applicable Principal, special education supervisor, and the social worker(s) or psychologists) involved. Those psychologists or social workers who are involved would have at least one week's notice of a change in schedule.

## **ARTICLE VII - SENIORITY**

A. A seniority date is a February 1 or September 1 date. Periods of creditable service of less than one year shall be calculated to the nearest whole semester and the seniority date will be adjusted accordingly. Unit members hired before April 15th of the spring semester or before November 15th of the fall semester receive the full semester's credit for seniority purposes. A unit member who serves in a temporary administrative capacity for more than ten (10) weeks in any twenty (20) week period during the school year will lose seniority for the semester in which the greater portion of time was spent in a temporary administrative capacity. Consistent with past practice, the position left open due to reassignment to temporary administrative capacity may be filled with a substitute teacher.

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

1. Special education and departmental room assignments.
2. Specific classroom assignments at the secondary level.



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

C. Annually, the Human Resources Department will prepare for the Union a seniority list of all unit members. In addition, a list for each building, containing names, and seniority dates in that building, will be sent to the Union Office on or about November 1 of each school year.

Time involved outside the bargaining unit, in personal leave or time in excess of five (5) years on Civic Leave, shall not be counted as creditable service for seniority purposes; and the position of any such unit member on the list will be adjusted accordingly. The Union shall be notified via updated seniority list by May 15th of the current school year of any changes in certification, endorsement, licensing, or approval by Federal or State law of any member of the bargaining unit.

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

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

D. Time involved in all professional leave will be counted as creditable service for the purpose of seniority. Part-time teachers receive a full year of seniority.

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

For example:

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

## ARTICLE VIII – NEW POSITIONS AND DEPARTMENTS

- A. It is agreed that all postings for district positions pursuant to the DFT collective bargaining agreement will be accomplished through the use of the District online application system and visibly posted near the sign-in sheet for a period of five (5) days. Accordingly, posting responses made by the DFT members will be accepted via District online application system.
- B. Newly created positions, positions that did not previously exist in the District, will be announced and posted according to Article VIII A in each school prior to the selection of staff. Five (5) school days shall be allowed for applications from present staff members.
- C. When new teaching positions are established because of special grants from the Federal or State government, or from a foundation, teachers in the bargaining unit will have the first opportunity to fill these teaching positions consistent with job descriptions established for these teaching positions by the Administration. A notice of such position shall be visibly posted according to Article VIII A for a period of five (5) school days in each school building and department.
- D. English Learners Department Teachers

### **The Board and the Union recognize that all Bilingual Department teachers shall obtain a bilingual or ESL endorsement.**

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

1. In the first year, the teacher will obtain a required minimum of three (3) credit hours toward a bilingual or ESL endorsement prior to the start of the next consecutive work year from an accredited university.
2. During each of the second, third and fourth year, the teacher will obtain a recommended minimum of six (6) credit hours toward a bilingual or ESL endorsement prior to the start of the next consecutive work year from an accredited university.
3. The teacher will earn a bilingual or ESL endorsement from an accredited university no later than the beginning of their fifth year of teaching.
4. The teacher must earn an ESL or bilingual endorsement from an accredited university based on the above schedule.

These conditions will be reviewed annually to verify compliance prior to the start of any given work year. If the above conditions are not met and the teacher remains assigned in a bilingual department position, the teacher's employment with the Dearborn Public Schools will be

terminated if they are probationary or surplusd from the department in accordance with Board policy if tenured.

Unit members that are required to fulfill Article VIII Section D1 who are laid off and recalled into a non-EL position are not required to fulfill the terms of Article VIII Section D1. If the unit member returns to the EL department they shall be required to fulfill the terms of Article VIII Section D1.

#### E. Media Department Teachers

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

1. Starting from the date of hire- For years 1, 2 and 3, the teacher must obtain a required minimum of (9) credit hours each year towards attainment of a certification in Library Science from an accredited university.
2. The teacher will earn a certification in Library Science from an accredited university, and pass the MTCC state exam, no later than the end of their fifth year of teaching in a Media Specialist position.

These conditions will be reviewed annually by the Director of Media & Informational Technology to verify compliance prior to the start of any given work year. If the above conditions are not met and the teacher remains assigned in a media specialist position, the teacher's employment with the Dearborn Public Schools will be terminated if they are probationary or surplusd from the department in accordance with Board policy if tenured.

The continued employment of a teacher without a certification in a media specialist department position will not supersede other employment conditions set forth in this collective bargaining agreement.

The Board and DFT agree to provide the opportunity for newly hired or placed teachers to sign an official agreement, upon hiring or placement, which states the teacher will earn a Library Science certification by the end of the fifth year of employment in a Media Specialist position.

The purpose of this agreement is to support the recruitment of Highly Qualified Media Specialists. The District has had a Media Specialist vacancy for three years and universities are eliminating the program, which has resulted in a Media Specialist shortage.

#### F. Departmental Teacher

1. Art, Music and Physical Education departments will cover grades K-12. However, teachers at Dearborn, Edsel Ford, and Fordson High Schools will be the exception as those teachers will be part of the building staff in Art, Music and PE positions.
2. The Special Education and English Learner Departments will include all schools in grades K-12.
3. The District Instructional Coaches and Early Childhood Specialists Department includes grades K-5.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

### **A. Definition of Grievance**

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

### **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. Said grievance shall specify the contract provisions which are alleged to have been violated and the remedy sought, signed by the President of the Union or designee, addressed to the administrator(s) being grieved against, and the white copy forwarded to the Director of Human Resources within fifteen (15) teacher working days of when a reasonably diligent person should have discovered the grievance.
- b. The administrator being grieved against shall return a copy of the grievance form to the Director of Human Resources with the decision in writing within ten (10) working days of the receipt of the grievance form.

Superintendent (or Superintendent's Designee)

- a. If the Union is dissatisfied with the decision, the Union may then appeal

through the Director of Human Resources to the Superintendent, or the Superintendent's designee, within five (5) working days of the receipt of the decision of the building principal or other administrator.

- b. The aggrieved shall have the right to a conference with the Superintendent of Schools or designee before a decision is rendered.
- c. The Superintendent of Schools or designee shall, through the Director of Human Resources, inform the grievant(s), in writing of the decision within twenty (20) working days of the conference at the Superintendent's level.

#### Board of Education Stage

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

#### Arbitration

- a. If the Union is dissatisfied with the decision of the Board of Education Stage, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Superintendent and the American Arbitration Association within twenty (20) working days after the Union's receipt of the decision of the Board. The arbitrator shall be selected, and the arbitration shall be conducted, pursuant to the Labor Arbitration rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. The arbitrator shall decide whether the provisions stated in the grievance have been violated. Nothing in this contract shall be construed to empower the

arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement. The arbitrator shall give no opinion with respect to any other matter left by this Agreement or by law to the discretion of the Board or Administration.

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

**D. Grievance Forms**

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

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

Date submitted

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

STATEMENT OF GRIEVANCE:  
REMEDY:

\_\_\_\_\_  
Signature

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

**ARTICLE X - PROBATIONARY TEACHERS**

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

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

B. Prior to the writing of a report, it is desirable that a conference be held with the teacher involved. If any weaknesses are to be cited, a conference will take place.

C. The principal will offer constructive comments in writing regarding any

weaknesses observed.

D. Any teacher on probation may request an observation.

E. When circumstances arise, such as extended ill health that would require a tenure teacher to take a personal leave, the Administration may require the probationary teacher to submit a letter of resignation.

F. No probationary teacher shall be extended rights and/or privileges not granted a tenure teacher.

**ARTICLE XI – ADULT EDUCATION, BILINGUAL ENRICHMENT PROGRAMS AND ANY OTHER PROGRAM THAT REQUIRES TEACHER CERTIFICATION AND HIGHLY QUALIFIED TEACHING CREDENTIALS (excluding summer school positions as there is specific policy on summer school placement)**

A. The placement of Teachers in Adult Education, Bilingual Enrichment, Summer School or any other program that requires teacher certification is a prohibited subject of bargaining and subject to Board policy. The information provided regarding placement of teachers into these positions is being placed in the contract for informational purposes only. All placement decisions are subject to change pending the adoption of revised or new policy by the Dearborn Board of Education and/or changes in state law.

B. All faculty will have the right to apply for Adult Education, Bilingual Enrichment Programs and any other program that requires teacher certification and Highly Qualified Teaching credentials.

The positions will first be posted within the building for at least three (3) days and the Principal or Departmental Administrator will make decisions on filling those placements based on the educational interests of the building in alignment with the below listed placement criteria. Teachers that are rated ineffective will have no right to participate in the above listed positions. Positions that are not filled by building or department faculty will then be posted district wide for at least five (5) days. The Principal or Departmental Administrator will make decisions on filling those placements based on the educational interests of the building in alignment with the above listed placement criteria that can be found in these administrative guidelines.

C. The Board of Education recognizes that it is vital to the successful operation of summer school that positions created by the Board be filled with highly-qualified and competent personnel.

D. Application for summer school teaching positions shall be made to the Department of Human Resources on forms provided. Applications will be accepted and confirmed



according to instructional level: high school, middle school, elementary school and preschool.

- E. Teachers on Plan 3 of the Dearborn Public Schools Teacher Evaluation Program shall not be eligible for employment in summer school. Teachers rated as Ineffective or Minimally Effective shall not be eligible for employment in summer school based on the most recent year-end evaluation.

If there are more teacher applicants who meet the state and federal Highly Qualified Teacher standards than there are available positions, selection shall be based on the following, in rank order, starting with 1:

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

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

## **ARTICLE XII- LEAVES**

- A. A leave is a Board approved absence without pay (except for Sabbatical) granted to unit members with provisions for certain rights and responsibilities before, during, and following such absences.
- B. In order for a leave request to be given consideration, it must be submitted to the Department of Human Resources in writing, and within prescribed time limits if applicable for the type of leave requested.
- C. A leave may be rescinded or terminated before the normal expiration date by mutual agreement between the unit members and the Board.
- D. Except as specifically provided, no payment of any kind will be made to or for any unit member while on a leave covered by this contract except that upon request to the Department of Human Resources, a unit member on Advanced Study Leave, Childcare Leave or Personal Leave - Other can work as a substitute teacher in the District and receive pay as a substitute teacher.
- E. Leaves will be classified as Professional, Personal, or Civic as follows:
  1. Professional
    - a. Advanced Study
    - b. Sabbatical
    - c. Exchange Teaching/Assignment

- d. Foreign Teaching/Assignment
- e. Military School Teaching/Assignment
- 2. Personal
  - a. Extended Health
  - b. Care of Immediate Family
  - c. Child Care
  - d. Involuntary Health
  - e. Other
- 3. Civic
  - a. Military
  - b. Peace Corps/Vista
  - c. Educational Organization
  - d. Government Service

## **F. Professional Leaves**

### **1. General Provisions**

- a. A unit member returning from a Professional Leave will be placed in a teaching position according to Board of Education policy.
- 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, and shall also be subject to any general salary adjustments which may be effected.
- c. Request for extension of leave of absence must be made in writing by The employee is required to notify HR in writing by April 15th of each year of their intentions for the upcoming school year (returning from leave, extending leave, or retirement/resignation). 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 may constitute termination of leave. Failure to request extension or submit intention to return may constitute termination of employment, subject to the provisions of the State Tenure Act.
- 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.

- 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.
- 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.
- g. Notices received relative to opportunities for professional leaves shall be made available to unit members by the administration.

## **2. Advanced Study Leave**

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

## **3. Sabbatical Leave**

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

considered consistent with the purposes of sabbatical leave.

- c. Remuneration to unit members granted such leave shall be at the rate of one-half the salary to be received at the time leave begins and not to exceed one year.
- d. Not more than two percent of all unit members may be granted sabbatical leave in any one year.
- e. In determining recommendations on requests for sabbatical leaves the Superintendent will consider the following items:

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

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

Length of period of active service in the Dearborn Schools.

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

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

- f. Upon return from sabbatical leave, the unit members shall submit an appropriate report to the Superintendent. If an abuse of the leave is apparent, the Board may institute proceedings to recover an appropriate amount of the monies paid while on sabbatical.
- g. A unit member, upon completion of a sabbatical leave, shall return to the Dearborn Public Schools for a period of one school year.
- h. A unit member not returning to the Dearborn Public Schools for the period of one school year upon completion of sabbatical leave shall, except in the event of death, reimburse the Board for all monies received from it and the cost of all insurance benefits provided by it.
- i. A unit member who has been on a sabbatical leave shall not be eligible for another professional leave for a three (3) year period.

#### **4. Exchange Teaching Leave**

- a.** Any such request shall be judged by the Superintendent upon its merits, namely, what benefits may be derived through such an assignment.
- b.** After having served five years in the Dearborn School System, leave for exchange teaching and/or assignment may be granted for a period of one year, subject to a request of renewal of one year only, provided that renewal is requested by the individual and the U.S. Office of Education and that appropriate arrangements are made through the U.S. Office of Education. Such a leave may not be repeated until the expiration of another three-year period.
- c.** Not more than one percent of all teachers may be granted leave in any one year.
- d.** The plans as formulated by the Office of the United States Commissioner of Education, in which each exchange teacher remains under control of the home district in the matter of pay, tenure, and other related considerations, shall be in full effect in the Dearborn Public Schools.
- e.** Opportunities for exchange teaching and/or assignment positions shall be advertised in the staff newsletter.

#### **5. Foreign Country or Military School Teaching Leave**

- a.** Any request shall be judged by the Superintendent upon its merits, namely, what benefits may be derived through such an assignment.
- b.** After having served three years in the Dearborn School System, leave for foreign, or military teaching and/or assignment may be granted for one year and subject to renewal by the Board for an additional year, maximum of two years only, and not repeated until the expiration of another three-year period after returning to the Dearborn School System.
- c.** Not more than one percent of all teachers may be granted leave in any one year.

### **G. Personal Leaves**

#### **1. General Provisions**

- a.** Personal Leaves may be granted to non-probationary unit members upon request subject to the approval of the Superintendent and the Board.
- b.** Requests for Personal Leave should be submitted in writing to the Human Resources Department accompanied by appropriate documentation as indicated by the specific type of Personal Leave.
- c.** A unit member absent on Personal Leave shall receive any regularly scheduled salary adjustments affected during the absence, excluding increments.
- d.** Request for extension of Personal Leave or notice of intention to return must be made in writing to the Human Resources Office at least ninety (90) days prior to the end of the final semester of the leave unless circumstances clearly preclude opportunity for such notice. All leave extensions shall be limited to a total of three, one-year renewals. After three renewals, the unit member must return to work or resign. Failure to notify the Human Resources office in writing of intent to return or resign 90 days prior to the end of the final semester of the leave shall constitute an irrevocable voluntary resignation subject to the provisions of the State Tenure Act. To be considered eligible for an additional leave, a unit member must work one school year.
- e.** In the event that a declining enrollment combined with the effect of seniority results in a surplus status of the unit member returning from leave, the involuntary transfer provisions will take precedence.
- f.** Return from Personal Leave shall be at the beginning of a school year or semester, unless other arrangements can be made to the mutual satisfaction of the unit member and the administration.
- g.** Upon return from Personal Leave of one year or less, the unit member shall be assigned to the same building, grade level, and department, to the extent that these are applicable to the unit member's former assignment unless other arrangements are agreed upon by the unit member and the Administration, provided such arrangements are not in conflict with other provisions of the contract. Return from Personal Leaves of more than one year shall be to a position in the teaching areas of certification.
- h.** 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 accrued leave days may not be granted during the term of such leave.

## **2. Extended Health Leave**

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

## **3. Care of Family Leave**

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

additional leave, a unit member must work one school year.

#### **4. Child Care Leave**

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

#### **5. Involuntary Health Leave**

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

- a.** Upon the recommendation of the Superintendent, a unit member may be required to take a physical or mental examination at Board's expense.



- b.** When the examination is received, reviewed and evaluated, the unit member may request that an examination by three physicians be required; one physician shall be selected by the unit member, one selected by the Board, and a third one shall be mutually agreed upon by both parties.
- c.** Based upon the results of the examination(s), the Superintendent shall submit a recommendation for action, if any, to the Board for final determination.
- d.** The written request may be made by the Superintendent as often as is deemed essential to the physical or mental welfare of the individual unit member involved.
- e.** A unit member requesting return from Involuntary Health Leave may return only upon the recommendation of the Superintendent following a reexamination according to the procedures outlined in Item a or Item b, and by approval of the Board within the provisions of the State Tenure Act.
- f.** Reinstatement will occur no later than the beginning of the semester following the approval of the Superintendent's recommendation.
- g.** No increment credit for such leave shall be allowed in the salary schedule.
- h.** Payment for accumulated sick leave days may be granted only at the direction of the Superintendent.

## **6. Other Leaves of Absence**

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

## **H. Civic Leaves**

### **1. Military and Peace Corps/Vista Leaves**

- a.** Any unit member who may enlist or be conscripted into the defense forces of the United States for military service or training or into the Peace Corps/Vista shall be reinstated as an employee in the Dearborn School System with full credit including the annual increment(s) under the salary schedule.
- b.** A non-probationary unit member shall return to the specific school left and to the specific department, if applicable, or to the appropriate elementary level. If the position has been discontinued by Board action, the unit member shall be assigned to a comparable position at the start of the next semester following the unit member's return.
- c.** When a unit member must take temporary Military Leave which cannot be taken during the summer (not to exceed ten (10) school days) during the school year, the Board shall compensate the unit member involved for the difference between the pay for the period of service and the military pay for the weekdays of military service during the school year, and shall provide a substitute for the position.
- d.** Request for return from leave must be made ninety (90) days prior to the end of the final semester of leave.
- e.** Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the unit member's military obligation. However, a request for extension of leave may be made subject to provision of Item d above.
- f.** 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 accrued leave days may not be granted during the term of such leave.

### **2. Governmental Service or Educational Organization Leave**

- a.** Upon approval of the Board a non-probationary unit member shall be allowed to serve the term of office to which elected, re-elected, appointed, or reappointed at any level of government or to a position with a

recognized educational organization at the state or national level, provided such position is full-time. The unit member shall notify the Board, upon being selected for such office and in no case will the unit member take leave of the position unless at least fifteen (15) working days will have been provided to locate a replacement. All extensions shall be subject to annual renewals. After three renewals, the unit member must return to work or resign. Failure to notify the Human Resources office in writing of intent to return or resign 90 days prior to the end of the final semester of the leave shall constitute an irrevocable voluntary resignation subject to the provisions of the State Tenure Act. To be considered eligible for an additional leave, a unit member must work one school year.

- b.** Notification of the unit member's return from such leave shall be made in writing to the Department of Human Resources no later than ninety (90) days prior to the end of the final semester of leave.
- c.** A unit member on such leave shall return to a comparable position in the Dearborn School System at the beginning of the semester following notification.
- d.** A unit member on such leave shall receive no pay from the Board.
- e.** A unit member returning from such leave after a period of less than one year shall be placed on the salary step which would have been attained if leave had not been taken.
- f.** A unit member returning from such leave after a period of one year or more shall be placed one salary step above the one for which the unit member was eligible when leave was taken.
- g.** Not more than one percent of all unit members shall be on such leave at any one time.
- h.** Accrued benefits are carried forward from the effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accrued leave days may not be granted during the term of leave

## **ARTICLE XIII – PAID TIME AND UNPAID TIME OFF**

### **A. Sick Bank Accumulation**

1. All unit members hired prior to 7-1-13 shall earn one and three tenths-(1.3) days per month. Accumulated time shall be used for paid time off for: personal illness and incapacitation; religious observation; funeral leave; required personal court appearance; and to care for a family member as defined in B.5.
2. All unit members hired on or after 7-1-13 shall earn eight tenths (0.8) days per month for paid time off for: personal illness and incapacitation; religious observation; funeral leave; required personal court appearance; and to care for a family member as defined in B.5.
3. The district will credit sick banks for the full school year at the start of the year.
4. All earned but unused sick leave days shall be allowed to accrue from year to year; however, after one year of absence utilizing sick time, the unit member must apply for and accept long-term disability. (Sick bank pay will cease during LTD).
5. A part-time unit member on a written contract shall be allowed sick leave benefits on a proportionate basis. Part-time unit members shall not include substitute teachers.
  - a. Prorations for accrual shall be based on the employees FTE. Employees working 0.6 FTE and above will receive ten 10 days per year. Employees working less than 0.6 FTE will receive five (5) per year.
  - b. Prorations for use of a sick day shall be based on either a full or half day based on their Absence Management entry regardless of whether a sub is used or not. For example a 0.4 FTE working two full days per week is off for their work day they will be assessed 1 full day. A 0.4 FTE employee working 5 days per week is off they would be charged one half day. A 0.6 FTE employee working 5 days per week would be assessed a full day.

### **B. Sick Bank Usage**

1. The unit member must contact their direct supervisor to provide information on any day that uses the sick bank.

2. All unit members, with available time in their sick bank, shall be allowed to be off on a scheduled work day and receive 100% of pay for any of the following reasons listed in items a through g below:
  - a. Personal illness or incapacitation that renders the employee unable to perform their normal work duties.
  - b. Quarantine of unit member or unit member's living quarters.
  - c. Religious Observance as may be required by their religion for holy observance and abstention from work.
  - d. A religious pilgrimage limited to 5 work days, if available in their sick bank, within the employee's career with Dearborn Schools. A 30 day advance notice and verifying documentation (letter from their religious leader and travel documents) is required for approval.
  - e. Preparation and attendance in a funeral due to a death in the immediate family. (The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, grandchildren, aunt, uncle, niece, nephew, parent-in-law, sibling-in-law and members of the employee's household). Employees may be asked for verification of the time off used for preparation and attendance at the funeral. Any funeral leave greater than 5 days must be documented.
  - f. Required court appearance, or required appearance before any other public agency having subpoena powers. These days shall not be deducted from the accumulated sick leave days if the unit member is requested by an agency of the court or subpoenaed to appear on behalf of a student with whom the unit member is or was associated.
  - g. Medical tests and appointments that cannot possibly be scheduled during non-work hours. Administration has the right to request documentation to substantiate the need for the absence.
3. All unit members, with available time in their sick bank, shall be allowed to be off on a scheduled work day for up to ten (10) days per school year and receive 100% of pay to provide care for a member of the immediate family, who requires direct care due to incapacitation including FMLA, or when no other arrangements are possible. (The immediate family shall be construed to include: husband, wife, children, father, mother, and members of the employee's household.).

4. All unit members with available time in their sick bank shall be allowed an additional 15 days beyond the ten (10) days allowed in paragraph 3 and receive 100% of pay to provide care for a member of the immediate family for reasons provided for by the Family Medical Leave Act. Proper documentation for the FMLA leave must be provided to the Human Resources office in accordance with the FMLA leave requirements – 30 days prior to leave or as soon as practicable if not known 30 days prior.
5. A unit member who has run out of sick leave whether on FMLA or not, and has a personal illness or incapacitation that renders the employee unable to perform their normal work duties and who is temporarily separated from work shall be considered to be on a temporary medical absence for a period not to exceed two (2) months during which time the district shall continue payment of hospital/surgical/medical benefits and life insurance benefits. A unit member who returns to work cannot exercise this option again during the same school year. A unit member must provide information verifying the illness or incapacitation.
6. Upon retirement a unit member may donate their unused sick bank to the catastrophic sick bank.
7. A unit member who is absent due to an FMLA qualifying serious health condition for fifteen (15) or more consecutive work days will furnish the Human Resources Department with a physician's statement certifying the unit member's physical capability to return to work.
8. If classes are canceled in accordance with Article XIII.E., and a unit member had already requested to use a sick day, that day will not be counted against the unit member's sick bank.
9. When a unit member is injured on the job requiring medical assessment(s)/ appointment(s), the unit member must complete the District injury form available in the building's main office. If medical assessment is required, the unit member must receive treatment by the District's approved medical provider aligned with the Worker's Compensation Law. Failure to follow this procedure may result in denial of the workers comp claim and cost assessed to the employee. The initial appointment will not be deducted from the unit member's sick leave accumulation. If subsequent appointments cannot be scheduled after work hours no deduction from the unit member's sick leave will occur. Administration

reserves the right to verify such appointments cannot be made outside of work hours.

10. Under Article XXIII-Workers Compensation, employees are allowed to use accrued sick bank time on a 1:3 ratio to supplement their workers compensation pay.

11. Holidays recognized by the contract between the Union and the Board shall not be deducted from the unit member's sick leave accumulation.

### C. Personal Business (PB)

Each regularly employed full time unit member will be granted two (2) days per year for Personal Business. Part time employees working 0.5 FTE and above shall be granted 1 (one) day per year. These days are provided for the unit member to take care of important personal matters that cannot be taken care of outside of the regular school day. Use of a PB day requires that whenever possible, unit members will inform the building administrator at least three days in advance. Unit members under an attendance improvement plan as designated by Human Resources through the absence verification process in Article XIII.I.2.b require building administrator approval to use PB days.

The Personal Business Day is not to be the first or last day of a school semester or the day preceding or following a break of more than three calendar days, unless approved by the Director of Human Resources or designee.

Up to two unused personal business days shall be allowed to roll over to the next school year's personal business bank. This will allow staff the ability to have and use up to 4 personal business days in a school year. If there are 4 personal business days in a unit member's bank at the end of the school year, any additional unused personal business days shall be added to the employee's accumulated sick days. Use of three or more personal business days in a row requires the approval of the Director of Human Resources.

The example below will demonstrate some possible scenarios:

<b>Example</b>	<b>2017-18 PB Bank</b>	<b>2018-19 PB Bank</b>
Employee A	Starts with 4 days uses 0	2 PB days roll into the sick bank, carry over 2 plus 2 new PB for a starting bank of 4 PB days
Employee B	Starts with 4 uses 2	0 PB days roll into the sick bank, carry over 2 plus 2 new for a starting bank of 4 PB days

Employee C	Starts with 4 uses 4	0 PB days roll into the sick bank, add 2 for a PB Bank of 2
Employee D	Starts with 4 uses 3	Carry over 1 plus 2 new for a starting PB Bank of 3
Employee E	Starts with 2 uses 0	0 PB days roll into the sick bank, Carry over 2 plus 2 new for a starting bank of 4 PB Days
Employee F	Starts with 2 uses 1	0 PB days roll into the sick bank, Carry over 1 plus 2 new for a starting bank of 3 PB Days

**D. Jury Duty**

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

**E. Catastrophes**

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

**F. Adult Education Program**

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

**G. Family Medical Leave**

The Board, the Union and unit members will comply with all provisions of the Family Medical Leave Act and district policies related to the act.

**H. Unpaid Absence**

A unit member who is ineligible for paid leave due to an exhausted sick leave bank or circumstances that do not qualify for paid time off, and who does not qualify for a temporary medical absence under paragraph B-5 above, may be granted a short term unpaid leave of absence. Approval for the unpaid leave is at the sole discretion of the Superintendent or their designee and shall not be subject to the grievance procedure.

**I. Absence Verification Procedure**



1. In the course of executing supervisory responsibilities it may be necessary to examine the use of time off by employees. When a supervisor has cause to suspect abuse or misuse of absences (i.e. time off is used for purposes other than outlined in the employee's contract), the supervisor shall employ the following procedures:
  - a. The supervisor shall notify the employee in writing that they have a concern with the employee's absences and provide specific reasons for that concern. At this point in the procedure any documentation will be maintained at the building or department level. Reasons may include the following, but are not limited to:
    - i. A pattern of absences adjacent to weekends, breaks, or on the same day of the week.
    - ii. The employee does not provide notice, information, and/or verification of serious health condition.
    - iii. A high frequency of absences unsupported by any supporting documentation or verification from a health care provider. The high frequency may be over a short or long period of time.
    - iv. Credible information obtained by the supervisor of misuse or abuse.
  - b. The supervisor will supplement the written notice with a copy of the district attendance policy and the paid and unpaid leave contract language.
  - c. The employee, upon receiving the written notice, may request a meeting with the administrator, HR, and a union representative to resolve the administrator's concerns.
  - d. The employee may request that HR review and confirm that the administrator's information is credible.
2. Should the supervisor suspect abuse or misuse again, in the same school year, after following section I.1 above, the documentation provided the employee along with new information shall be forwarded to the HR department. The HR Director will review the materials and investigate the employee's attendance use and determine appropriate actions. HR actions may include the following:
  - a. Referral back to the supervisor for further informal building/departmental monitoring
  - b. Creation of an attendance improvement plan requiring the employee to support any additional sick time usage.
  - c. Issuing or disciplinary charges and a formal disciplinary hearing.
3. The absence verification procedure is to resolve matters of suspected abuse or misuse. It does not preclude the district from investigating and taking formal disciplinary action for willful abuse of paid time off.

## **ARTICLE XIV - CONFERENCES, WORKSHOPS, CONVENTIONS, IN-SERVICE AND VISITATION DAYS**

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

equitable a basis as possible.

**A. Educational and Professional Meetings**

1. Unit member requests to attend meetings are to be submitted on the proper forms at least seven (7) days prior to the meeting. Late requests will be considered on their merits.
2. Requests must be submitted to the designated administrator for approval to attend.
3. Upon approval, full expenses may be allowed as follows:
  - a. Transportation
    - (1) The current mileage rate will be paid for trips up to 200 miles round trip.
    - (2) If more than one employee is making the same trip by automobile, rides shall be pooled if requested by the Administration. However, consideration will be given to requests for exceptions to this rule.
    - (3) The full cost of the nearest route by air coach will be paid for trips of more than 200 miles.
  - b. Lodging, Meals, Registration Fees, etc.
    - (1) Full reimbursement shall be allowed for rooms with reasonable judgment exercised in type and cost.
    - (2) Full reimbursement shall be allowed for meals with reasonable judgment exercised in cost.
    - (3) Unit members will be reimbursed for program registration fees, local transportation, and reasonable incidental expenses.
  - c. A copy of the amounts expended in these areas by unit member(s) in each building shall be sent to the Union Office at the end of each school year.
4. The principal or appropriate administrator is encouraged to administer conference and convention accounts in the following manner.
  - a. Appoint a union representative committee to work with the principal or appropriate administrator in deciding who attends conferences or conventions.
  - b. Post a list of the names of unit members who are selected to attend conferences or conventions, where they are being held and their dates.
  - c. Inform unit members, whenever possible, of various conferences and

conventions.

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

**B. Conferences Related to Civic Participation**

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

**C. Professional Organization Meetings**

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

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

**D. Visitation / Observation Days**

1. Upon approval of the administrator and/or Central Office Director visitation days for unit members to observe other educators or education institutions may be granted during the year.
2. Current transportation allowance will be paid.

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

**ARTICLE XV - DEPARTMENT CHAIRPERSONS**

**A.** Selection

1. Any department that wishes to do so may hold an election in order to determine

the preferences of the unit members involved. The department may indicate to the building administrator the results of the election as their preferences. Such preferences shall have great weight with the building administrator who selects the department chairperson. If the principal does not concur with the preference of the department before selecting a department chairperson, the principal will meet with the department concerned to discuss the basis for their differences. No unit member will be appointed department chairperson without the consent of the unit member involved.

2. Department chairpersons shall be selected from within the building personnel of the department concerned, and whenever possible will be selected by May 1 of each school year for the following year. If there is a department system wide curriculum committee, the departmental chairperson shall be a member of the committee. Departments that do not have a system wide curriculum committee will meet as needed.
3. Due to no system-wide curriculum committee for counseling, or class sections aligned with the description provided in letter B below, the high school counseling department chairperson will be annually compensated \$250.
4. Department Chair Stipends will be paid one time at the end of the school year. Partial year service will be prorated.

**B. Compensation for Department Chairpersons (Senior High)**

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

**C. Compensation for Department Chairpersons (Middle School)**

1-5	class sections	No Department Chairperson.
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6-10	class sections	Release from advisor / advisee (AA) or extra duties.
11-25	class sections	Release from both advisor / advisee (AA) and extra duties.
26-49	class sections	\$150 per year stipend.
50-74	class sections	\$250 per year stipend.
75 or more class sections		\$350 per year stipend.

## ARTICLE XVI - SCHOOL CALENDAR

- A. The calendars for 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 are included in the master agreement and follow later in this article. Days when pupil instruction is not provided wherein unit member attendance is not required (because of conditions not within the control of school authorities, such as heavy snowfall, severe storms, fires, epidemics, or health conditions as defined by city, county, township, or state health authorities) shall be treated in the following manner:
- a. 1st day - Will not be rescheduled.
  - b. 2nd and subsequent days - May be rescheduled at the end of the school year at the discretion of the Superintendent. Such rescheduling shall not affect, or otherwise require, an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.
- B. Because scheduled duty days have been reduced in order to add additional school days, the Board and DFT agrees that the buildings and classrooms will be available to teachers starting the first day that administrators report, and that teachers will not be required to completely tear down their rooms and remove materials from their bulletin boards in June unless planned maintenance in the classroom necessitates the protection of materials.
- C. The School calendar shall consist of 183 paid work days, 180 with students in session plus three additional professional development days as necessary and required. Proration of salaries for staff that do not work the entire school year shall be based on the employee's salary divided by the number of scheduled work days.
- D. The calendar shall include designated professional development in accordance with Section 1527 of the Revised School Code.

- E. Probationary staff may be scheduled to work additional days or after hours to provide orientation and training in compliance with state law. In accordance with Section 1526 of the Revised School Code, newly hired teachers are to be provided 15 days of professional development in their first three years. This additional PD may be designated as unpaid.
- F. The district reserves the right to make adjustments to the school calendar to accommodate for holidays that may impact student and staff attendance. This may extend the last day of the school year in order to assure compliance with the state law on mandatory school days. Such adjustment would be through mutual agreement of the District and the Union.

### **2018-19 Calendar**

<b>August 23, 2018</b>	No school for students- Professional Development Day
<b>August 24</b>	No school for students- Professional Development Day
<b>August 27</b>	<b>First Day of School</b> - All students - Half Day - a.m.; Teacher Duty - p.m.
<b>August 31</b>	No school - Pre-Labor Day Friday
<b>September 3</b>	No school - Labor Day
<b>September 14</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>October 12</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>November 2</b>	Elementary - Half Day - a.m.; Teacher Duty Day - p.m. Secondary - Full Day - Teachers and Students
<b>November 6</b>	All teachers - Professional Development Day – No school for students
<b>November 21</b>	No school - Conference Release Day
<b>November 22-23</b>	No school - Thanksgiving
<b>December 24- January 4, 2019</b>	Winter Break-School closes at the end of the day December 21, 2018.
<b>January 7, 2019</b>	Schools reopens
<b>January 18</b>	Half Day – All Students - a.m.; Teacher Duty - p.m.
<b>January 21</b>	No school - Reverend Martin Luther King Jr. Day
<b>January 22</b>	Half Day - All Students – a.m.; Elementary Teachers- Professional Development Day -p.m.;
	Secondary- Teachers- Teachers Duty - p.m.
<b>January 23</b>	Elementary - Full Day - Teachers and Students Secondary - Half Day Students- a.m.; Professional Development Day - p.m.

<b>February 14</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>February 15-18</b>	No school - Mid-Winter Break
<b>April 1 - 5</b>	No school - Spring Break
<b>April 19</b>	No school - Good Friday
<b>May 24</b>	No School - Conference Release Day
<b>May 27</b>	No school - Memorial Day
<b>June 3-5</b>	No school - Eid Holiday
<b>June 14</b>	Last day of school for students 1/2 day a.m.; Teacher Duty Day p.m.
Late Start Days (7)	9/19/18, 10/17/18, 12/12/18, 2/6/19, 3/13/19, 4/24/19, 5/15/19
Staff Meeting PD	11/12/18, 1/14/19, 2/11/19, 3/11/19, 4/8/19, 5/13/19

### 2019-20 Calendar

<b>August 22, 2018</b>	No school for students- Professional Development Day
<b>August 23</b>	No school for students- Professional Development Day
<b>August 26</b>	<b>First Day of School</b> - All students - Half Day - a.m.; Teacher Duty - p.m.
<b>August 30</b>	No school - Pre-Labor Day Friday
<b>September 2</b>	No school - Labor Day
<b>September 20</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>October 11</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>November 1</b>	Elementary - Half Day - a.m.; Teacher Duty Day - p.m. Secondary - Full Day - Teachers and Students
<b>November 5</b>	All teachers - Professional Development Day – No school for students
<b>November 27</b>	No school - Conference Release Day
<b>November 28-29</b>	No school - Thanksgiving
<b>December 23-</b>	
<b>January 3, 2020</b>	Winter Break-School closes at the end of the day December 20, 2019.
<b>January 6, 2020</b>	Schools reopens
<b>January 17</b>	Half Day – All Students - a.m.; Teacher Duty - p.m.

<b>January 20</b>	No school - Reverend Martin Luther King Jr. Day
<b>January 21</b>	Half Day - All Students – a.m.; Elementary Teachers- Professional Development Day -p.m.;
	Secondary- Teachers- Teachers Duty - p.m.
<b>January 22</b>	Elementary - Full Day - Teachers and Students Secondary - Half Day Students- a.m.; Professional Development Day - p.m.
<b>February 17-21</b>	No school - Mid-Winter Break
<b>March 13</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m
<b>April 6 - 13</b>	No school - Spring Break
<b>May 22</b>	No School - Conference Release Day
<b>May 25</b>	No school - Memorial Day
<b>June 12</b>	Last day of school for students 1/2 day a.m.; Teacher Duty Day p.m.
Late Start Days (7)	9/25/19, 10/16/19, 12/18/19, 2/5/20, 3/18/20, 4/22/20, 5/13/20
Staff Meeting PD	11/11/19, 1/13/20, 2/10/20, 3/9/20, 4/27/20, 5/11/20

## 2020-21 Calendar

<b>August 27, 2020</b>	No school for students- Professional Development Day
<b>August 28</b>	No school for students- Professional Development Day
<b>August 31</b>	<b>First Day of School</b> - All students - Half Day - a.m.; Teacher Duty - p.m.
<b>September 4-7</b>	No school - Labor Day
<b>September 18</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>October 9</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>November 3</b>	All teachers - Professional Development Day – No school for students
<b>November 6</b>	Elementary - Half Day - a.m.; Teacher Duty Day - p.m. Secondary - Full Day - Teachers and Students



**November 25** No school - Conference Release Day  
**November 26-27** No school - Thanksgiving

**December 21-**  
**January 1, 2021** Winter Break-School closes at the end of the day December 18, 2020.  
**January 4, 2021** Schools reopens  
**January 18** No school - Reverend Martin Luther King Jr. Day  
**January 22** All students - Half Day - a.m.; Teacher Duty - p.m  
**January 25** Half Day - All Students – a.m.;  
 Elementary Teachers- Professional Development Day -p.m.;  
 Secondary- Teachers- Teachers Duty - p.m.  
**January 26** Elementary - Full Day - Teachers and Students  
 Secondary - Half Day Students- a.m.; Professional Development Day - p.m.

**February 12-15** No school - Mid-Winter Break

**March 19** Half Day – All Students - a.m.; Teachers Professional Development Day - p.m

**April 2 - 9** No school - Spring Break

**May 12-14** No School- Eid Holiday  
**May 28** No School - Conference Release Day  
**May 31** No school - Memorial Day

**June 18** Last day of school for students 1/2 day a.m.; Teacher Duty Day p.m.

Late Start Days (7) 9/23/20, 10/14/20, 12/9/20, 2/10/21, 3/10/21, 4/21/21, 5/5/21  
 Staff Meeting PD 11/9/20, 1/11/21, 2/8/21, 3/8/21, 4/12/21, 5/10/21

## 2021-22 Calendar

**August 26, 2021** No school for students- Professional Development Day  
**August 27** No school for students- Professional Development Day  
**August 30** **First Day of School** - All students - Half Day - a.m.; Teacher Duty - p.m.

<b>September 3-6</b>	No school - Labor Day
<b>September 17</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>October 8</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>November 2</b>	All teachers - Professional Development Day – No school for students
<b>November 5</b>	Elementary - Half Day - a.m.; Teacher Duty Day - p.m. Secondary - Full Day - Teachers and Students
<b>November 24</b>	No school - Conference Release Day
<b>November 25-26</b>	No school - Thanksgiving
<b>December 20- 31</b>	Winter Break-School closes at the end of the day December 17, 2021.
<b>January 3, 2022</b>	Schools reopens
<b>January 17</b>	No school - Reverend Martin Luther King Jr. Day
<b>January 21</b>	Half Day – All Students - a.m.; Teacher Duty - p.m.
<b>January 24</b>	Half Day - All Students – a.m.; Elementary Teachers- Professional Development Day -p.m.; Secondary- Teachers- Teachers Duty - p.m.
<b>January 25</b>	Elementary - Full Day - Teachers and Students Secondary - Half Day Students- a.m.; Professional Development Day - p.m.
<b>February 18-22</b>	No school - Mid-Winter Break
<b>March 18</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>April 4 - 8</b>	No school - Spring Break
<b>April 15</b>	No school - Good Friday
<b>May 2</b>	No School - Eid Holiday
<b>May 27</b>	No School - Conference Release Day
<b>May 30</b>	No school - Memorial Day
<b>June 16</b>	Last day of school for students 1/2 day a.m.; Teacher Duty Day p.m.
Late Start Days (7)	9/15/21, 10/13/21, 12/8/21, 2/9/22, 3/9/22, 4/13/22, 5/11/22
Staff Meeting PD	11/8/21, 1/10/22, 2/14/22, 3/14/22, 4/11/22, 5/9/22

## 2022-23 Calendar

<b>August 25, 2022</b>	No school for students- Professional Development Day
<b>August 26</b>	No school for students- Professional Development Day
<b>August 29</b>	<b>First Day of School</b> - All students - Half Day - a.m.; Teacher Duty - p.m.
<b>September 2-5</b>	No school - Labor Day
<b>September 16</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>October 7</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>November 4</b>	Elementary - Half Day - a.m.; Teacher Duty Day - p.m. Secondary - Full Day - Teachers and Students
<b>November 8</b>	All teachers - Professional Development Day – No school for students
<b>November 23</b>	No school - Conference Release Day
<b>November 24-25</b>	No school - Thanksgiving
<b>December 26-</b>	
<b>January 6, 2023</b>	Winter Break-School closes at the end of the day December 23, 2022.
<b>January 9, 2023</b>	Schools reopens
<b>January 16</b>	No school - Reverend Martin Luther King Jr. Day
<b>January 20</b>	Half Day – All Students - a.m.; Teacher Duty - p.m.
<b>January 23</b>	Half Day - All Students – a.m.; Elementary Teachers- Professional Development Day -p.m.; Secondary- Teachers- Teachers Duty - p.m.
<b>January 24</b>	Elementary - Full Day - Teachers and Students Secondary - Half Day Students- a.m.; Professional Development Day - p.m.
<b>February 17-20</b>	No school - Mid-Winter Break
<b>March 17</b>	Half Day – All Students - a.m.; Teachers Professional Development Day - p.m.
<b>April 3 - 7</b>	No school - Spring Break & Good Friday
<b>April 20 - 21</b>	No school - Eid Holiday
<b>May 26</b>	No School - Conference Release Day
<b>May 29</b>	No school - Memorial Day
<b>June 14</b>	Last day of school for students 1/2 day a.m.; Teacher Duty Day p.m.
Late Start Days (7)	9/21/22, 10/12/22, 12/7/22, 2/8/23, 3/8/23, 4/26/23, 5/17/23
Staff Meeting PD	11/14/22, 1/9/23, 2/13/23, 3/13/23, 4/10/23, 5/8/23

## ARTICLE XVII - TEACHING LOAD

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

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

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

No teacher of an academic (core) class shall be responsible for teaching more than 30 students per class except as provided below. Daily block-scheduled courses that result in a single extended period requiring two time period allotments (80 minutes or more per session) shall receive a stipend equivalent to two periods.

Extended core class size will be as follows:

Vocational classes: or the number of stations whichever is less.	30 students
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Physical Education classes: with support in the pool with substitute or itinerant teacher at 33 students. Capped at 42 students	36 students
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Co-op/Work Experience: per class period/or 30 contacts per class period, whichever allows for the most student participation.	36 students
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Choral/Instrumental Music Classes:	75 Students
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### B. Determination of Roster

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

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

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

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

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

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

Y5s	19 students per class
K	24 students per class
1 – 3	26 students per class
4 – 5	28 students per class

Elementary class sizes with split grades, excluding Montessori classrooms, will be based on the following numbers:

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

If the size of the Kindergarten, 1<sup>st</sup>, 2<sup>nd</sup> grade or special area (K-2) class reaches thirty (30) per class for all sections in that grade level then another class section will be created or staff may be realigned to decrease / balance student numbers. If the size of the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> grade or special area (3-5) class reaches thirty-one (31) then another class section will be created or staff may be realigned to decrease / balance student numbers. Special education students who are mainstreamed for more than fifty percent (50%) of the student's instructional day will be counted in calculating class

size for purposes of this provision.

2. If the SE department is notified in advance, every effort will be made to contract a substitute for ancillary staff that is consecutively absent for 15 or more school days.
3. Whenever possible, multi-age groupings will be rotated each year among the qualified teachers available in the building, and, any other article of this contract notwithstanding. However, an individual teacher teaching a multi-age grouping may waive being rotated.

#### D. Determination of Roster

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

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

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

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

#### E. Special Education

1. If the size of any special education class exceeds state recommendations,

the coordinator in Special Education will explain the reason to the teacher concerned. If the teacher is not satisfied, the teacher may request that the Administration explore with the Union the possibilities of reducing the size of the class. In such event a meeting between appropriate representatives of the Administration and the Union will be held within ten (10) days of the request.

2. Students who are mainstreamed will be dispersed as evenly as possible consistent with the needs of the individual students.

Whenever possible, teachers who are assigned mainstreamed students shall be notified at least one (1) day in advance of such assignment and may receive administrative consultation and assistance as requested.

The school administration shall try to place mainstreamed students in smaller classes in an attempt to lessen the workload for a teacher who is receiving mainstreamed students.

3. When a teacher has difficulty fulfilling his/her professional responsibilities due to the number of special education and/or English Learner students in the classroom, the teacher may explore avenues of assistance with the building administrator. After meeting with the teacher, if the concerns remain unresolved, the building administrator will further explore ways to address the issues with the appropriate director and report back to the teacher.

## **ARTICLE XVIII - OPEN HOUSE/PARENT TEACHER CONFERENCE DAYS**

- A. There will be an Open House in September of each school year not to exceed 1.5 hours.

In lieu of the September Open House, the Michael Berry Career Center shall have a spring open house in March that welcomes all students, parents and community members. The purpose of the open house may include, but is not limited to, the following goal(s):

- Offer the community an opportunity to tour the facility and find out about CTE programs offered.
- To showcase technical skills acquired and "College and Career Ready" opportunities.
- Invite industry leaders and college professionals to explore college admissions, college credits offered through CTE courses in High school, apprenticeships, job openings, etc.

- Meet current staff/students.

There will be parent-teacher conferences, which will be scheduled as follows:

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

Elementary teachers will hold a third parent-conference session in the evening the following week and a fourth parent-conference following the third marking period on a date mutually agreed upon by the Executive Directors of Student Achievement and the Union.

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

Second semester: All middle school teachers: one evening conference will be held following the third marking period on a date mutually agreed upon by the Executive Directors of Student Achievement and the Union.

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

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

In a week with scheduled parent conference day(s) there shall not be a building level meeting.

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

## **ARTICLE XIX - PERSONNEL FILES**

- A. Any unit member will have the right to inspect his or her personnel file. The unit member must make an appointment with the Department of Human Resources in order that an employee of that Department will be available to be present when the unit



member inspects the file. Confidential credentials and personal references normally sought at the time of employment are specifically exempted from review. The administrator will remove these documents from the file prior to a review of the file by the unit member.

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

## **ARTICLE XX - SCHOOL MAIL SERVICE AND FACILITIES**

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

## **ARTICLE XXI - SUBSTITUTE TEACHERS**

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

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

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

Refer to the Emergency Sub Plan memo posted on the HR blog.

Combining classrooms with one teacher is not to exceed an hour or two unless it is an assembly style arrangement.

## ARTICLE XXII - MISCELLANEOUS ARTICLES

- A. When a unit member communicates as a citizen, the unit member shall be free from administrative and institutional censorship and discipline. The unit member bears a responsibility to clarify that the unit member speaks as an individual and not on behalf of the school system.
- B. The Board will provide legal assistance for any unit member who is sued for assault or negligence, provided that the alleged incident occurred in the course of performance of duties and that in the Board's opinion the unit member was acting properly.
- C. If a teacher is assaulted by a student or parent the School District shall render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- D. The School Board will reimburse a unit member a maximum of up to \$200 for loss of or damage to personal items from an unprovoked attack by a student when that unit member is performing assigned duties. Evidence of cost, such as, but not limited to, receipts of sale or replacement price of the same or similar product must be provided by the unit member. For reasonable and customary belongings that exceed \$200, the unit member may appeal to Human Resources for additional assistance.
- E. The final responsibility for the selection of textbooks and other instructional materials rests with the Board and the Administration. However, unit members will participate in such selections when a change in, or addition to, textbooks or other instructional materials is contemplated. The Board will provide each school with typing and reproduction equipment and supplies to aid unit members in the preparation of instructional materials.
- F. The Administration will continue to make a reasonable effort to provide off-street parking facilities for unit members and to maintain such facilities during school in-session days.
- G. Interruption of classroom instruction shall be permitted only in cases of emergency or when no other reasonable alternative is possible.
- H. Those days or portions thereof designated as unit member work days (duty days) without students should be reserved, for the purpose of record keeping and for preparation for the ensuing semester. Building administrators will avoid scheduling meetings which might conflict with such purposes. Should the need for a teacher meeting arise, subject to mutual agreement of the parties, one shall be scheduled, lasting no more than one (1) hour in length.
- I. Each unit member is entitled to freedom of discussion within the classroom on all matters which are relevant to the course of study and within the unit member's area of professional competence. In addition, recognizing that differing points of view do exist

and that such differences should be identified and respected, the unit member shall have the responsibility of providing the opportunity for the reasonable expression of relevant ideas on the part of students.

- J. Before eliminating programs, departmentalizing staff, issuing job specifications, or designating courses as "AVIP" offerings or offering interactive video courses, the Administration will review its plans with the Union prior to making a final determination.
- K. A unit member who is faced with disciplinary action or reprimand has the right to request immediate Union representation. If such representation is unavailable, the meeting shall be rescheduled within one working Day.
- L. Should the temperature in any classroom fall below sixty degrees (60°) or rise above 90° Fahrenheit for more than twenty-four (24) hours, the building administration shall make every effort to address the situation until it is resolved. Ventilation complaints should be reported to the building engineer and building administrator.

## **ARTICLE XXIII - WORKERS' COMPENSATION**

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

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

## **ARTICLE XXIV - HEALTH BENEFITS**

### **A. Introduction – DSEHP VEBA**

1. The Board agrees to be covered by and to comply with the Agreement and Declaration of Trust establishing the Dearborn Schools Employee Health Program (“DSEHP”) effective March 31, 2014, and any amendments thereto; a copy of which has been furnished to the Board.
2. The Board will execute and continue to be bound by a Participation Agreement with the DSEHP. The Participation Agreement dated April 4, 2014 is in effect.
3. Commencing the first day this agreement is in effect the designated provider of unit employee hospital, medical, surgical, prescription drug, vision, dental and wellness program benefits will be the DSEHP. The DSEHP shall continue to be the provider unless notice to the contrary is provided to the Board by the DSEHP.
4. The Board will make contributions to DSEHP as required by this agreement.
5. The DSEHP has the sole responsibility and authority to determine benefit plans, carriers or service providers and to contract for the provision of such benefits as may be secured within the resources available. The DSEHP may, change, terminate, amend or modify benefit plans, carriers or service providers without prior approval of the Board or persons eligible for coverage.
6. The responsibility of the Employer with regard to employee benefits is limited to this Article.
7. The Board shall cooperate with and assist the DSEHP by providing such information as may be necessary and which may bear upon administration of the benefits including but not limited to:
  - a. reporting of employee status information such as hire, termination, layoff, change from full to part time or the reverse;
  - b. distribution to employees of plan materials such as summaries, descriptions, enrollment and election forms;
  - c. referral of inquiries to the DSEHP’s administrator
8. Indemnification
  - a. The Union acknowledges that the Employer shall not be liable for a bargaining unit member’s medical bills or costs in the event the DSEHP’s designated carrier fails to cover those costs for any reason, including without limitation insolvency or inadequate reserves, provided the Board has made all agreed upon contributions to the DSEHP as specified herein.
  - b. The Union shall defend, indemnify and hold harmless the Board of Education from any claim or action initiated against the Board which alleges that

Employee contributions have not been used in accordance with law. This provision does not apply to acts of negligence by the Board of Education or its employees.

## **B. Board Contributions**

1. Board contributions will be based upon the total number of Full Time Equivalent employees or fraction thereof.
2. The Monthly Contribution amount by the Board for the beginning on July 1, 2018 through June 30, 2019 is \$1,181.35 per Full Time Equivalent employee or fractions thereof. The FTE will increase in 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24 by the percentage increase in the hard cap amount as set yearly by the State of Michigan through PA 152, not to exceed 5% each year.

Payment for new employees eligible for benefits will commence on the first day of the month following their hire date. When the employer approves a leave of absence that includes health care contributions, the Employer will continue to make contributions for the coverage to the Trust.

If the employee is approved for Long Term Disability (LTD), the employee coverage will continue for an additional three months.

3. Binder Payment: The Board has deposited with the DSEHP a binder payment in the amount of \$1,206,385.49. This deposit shall be used to bind coverage. The binder payment will be applied to the last month's coverage or refunded to the Board upon termination.
4. The Board agrees to remit future Board contributions to the DSEHP's designated depository account not later than the 21st day of the month, or the next business day thereafter, prior to the month for which coverage is provided.
5. Monthly Contributions by the Board or Employees to the DSEHP shall be accompanied by a Remittance Report that will be transmitted electronically to the DSEHP.
6. The Remittance Report shall contain the name and the contribution amount for each bargaining unit member for whom contributions are made. The Board shall be responsible for the accuracy and completeness of the Remittance Report.
7. The parties recognize and acknowledge that the Board's regular and prompt payment of contributions to the DSEHP is essential to the maintenance and operation of the DSEHP, and that it would be extremely difficult if not impracticable to repair or remedy the actual expenses and damage to the DSEHP

and to union members and others receiving benefits under the DSEHP as a result of the Board's failure to make such payments in full and within the time provided.

8. If the Board fails to make contributions (Board Contributions or Employee Contributions) in the required amounts within the time provided in this agreement, it shall pay, in addition to the contributions due, the following amount as liquidated damages to compensate the DSEHP for the reasonable cost of delinquency collection:
  - a. If paid after the due date but before a delinquency of six (6) business days, one percent (1%) of the amount of unpaid contributions owed;
  - b. If paid six (6) or more business days after the due date, two percent (2%) of the amount of unpaid contributions owed. In addition, contributions not received on or before the due date shall bear interest at the rate of five percent (5%) per annum on the amount due, from the due date until paid.

### **C. Employee Contributions**

1. The DSEHP may require employee contributions in such amount and for such purpose as the DSEHP determines.
2. Employees shall consent to payroll withholding through the electronic enrollment process for benefits.
  - a. The consent shall authorize the deduction by the Board from the employees' pay of such amount and for such purpose as the authorization shall state.
  - b. The Board shall cause such deductions to be made and no administration charge or fee shall be imposed on the DSEHP for the administration of this clause.

Employees continue to be responsible for payment of their insurance premium share when on an insurance eligible leave.

3. Employee contributions will be made on a pretax basis through a section 125 cafeteria plan.
4. The amount of the employee contribution may be modified by the DSEHP with notice to the Board.
5. The Board agrees to remit future Employee Contributions obtained by payroll deductions to the DSEHP's designated depository account not later than seven business days after collection.

#### **D. Board Rights and Responsibilities**

1. The Board shall be provided both periodically and on reasonable request copies of data pertinent to the operation of the DSEHP to include (but not limited to) DSEHP documents, claims made and covered and other experience data. The Board will be provided copies of the DSEHP Trust Agreement, the Participation Agreement and any plan descriptions.
2. The Board shall from time to time execute such other documents and agreements as are consistent with this Article as may be necessary for the DSEHP to operate.
3. The Board may designate an employee of the Board of Education to act as liaison to the DSEHP. The liaison may attend meetings of the DSEHP which are open to the public and such closed meetings to which the liaison is invited. The liaison may be recognized to speak at, but may not vote at, meetings of the DSEHP. The attendance of the liaison at DSEHP meetings does not change the responsibility of the Board of Education from that defined in this Article.

#### **E. Duration**

Notwithstanding any contrary provision in the collective bargaining agreement, the obligations and rights set out in this Article shall remain in effect without interruption until June 30, 2024 unless changed by mutual agreement without regard to the expiration of other terms of this agreement.

#### **F. Employee Assistance Plan**

The Board will provide the DFT with an Employee Assistance Plan.

### **ARTICLE XXV - GROUP TERM LIFE INSURANCE**

- A. The Board will provide group term life insurance in the amount of the annual contract salary of each unit member but in no case less than \$17,500; said insurance shall include accidental death and dismemberment benefits. All unit members are eligible for such insurance. The unit member will enroll and designate a beneficiary or beneficiaries on the proper application form.
- B. Coverage for new unit members will become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been

filed with the Payroll Department.

C. Unit members being terminated or no longer receiving payroll checks have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

## **ARTICLE XXVI - LONG TERM DISABILITY INSURANCE**

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

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

Waiting period: 180 consecutive calendar days.

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

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

Full maternity coverage.

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

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

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

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

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

## **ARTICLE XXVII - TRANSPORTATION ALLOWANCE**



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

## **ARTICLE XXVIII - LONGEVITY**

Unit members will be paid longevity beginning with the 15th, 19th and 24th year of service based on the following schedule:

15th year -	\$1,000
19th year -	\$2,500
24th year -	\$3,000

All longevity salary will be based on official District seniority dates. Longevity payments shall be added to the employee's base salary based on continuous years of service. Unit members with a September 1st seniority date will receive their longevity payment for the full year's longevity. Unit members with a February 1st seniority date will receive longevity only for the portion of the school year after February 1st.

For unit members with a February 1st seniority date moving from the 15th to 19th and 19th to 24th years longevity will receive a prorated amount of the 15th or 19th year longevity from September 1st through January 31st and the 19th or 24th prorated amount from February 1st through the end of the school year.

## **ARTICLE XXIX - EXTRA-INSTRUCTIONAL SERVICE PAY**

A. Hourly presenter and participant rates for the following programs / PD are as follows:

<u>Presenter / Instructor</u>	<u>Participant*</u>
\$35.00	\$25.00

1. Summer School including Bilingual/Compensatory Education Enrichment summer programs
2. Adult Education hourly rate for credit courses, Citizenship, GED Test Examiner and English Learners
3. Teachers selected as participants and presenters in workshop sessions, designated by the Executive Directors and/or Curriculum Director as paid workshop
4. Bilingual/Compensatory Education Enrichment programs for professional development
5. After School Academic Program (ASAP)
6. Link Crew Facilitator (Instructor)

\* Participant - the staff attending professional development are participants.  
The Community Education hourly rates will be as follows:

\$15.00 per hour

## **ARTICLE XXX - RELEASED TIME SERVICES**

### **A. Conduct of Negotiation**

Pursuant to the provisions of Article XL of this contract, negotiations shall be conducted at such days and times as may be mutually agreeable to the parties involved, provided no cost accrues to the district.

### **B. Released Time for Union President**

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

1. Such released time as is granted will be on a semester-long or year-long basis, except for unforeseen situations that may arise during the term of office of the president.
2. Such unit member shall have the right to be restored to the specific position left unless other arrangements are mutually agreed upon by the unit member and the Administration.
3. Should the president resign from, or be removed from office during the term of presidency, that person shall revert to the previous status as a unit member with full rights and privileges as stated in this agreement, as soon as practicable but no later than the beginning of the following semester; and the replacement as designated by the Union, shall immediately assume the position on a released time basis. (In such instance the Union will reimburse the Board for the cost of a substitute.)
4. Should the president be incapacitated, that person would continue on the current basis for the remainder of the semester; and the replacement will be provided for by means of a substitute. (In such instance the Union will reimburse the Board for the cost of a substitute.)
5. Each year, the president will be credited with nine (9) sick days. Such days, and days already accumulated which will be maintained to the president's credit, will not be used by the president during the term of the released time for Union service.
6. The Union will reimburse the district for the actual salary paid to the president

along with the actual cost of insurance benefits.

7. The president's health benefits, as described in the contract, and life insurance coverage, will continue to be applicable throughout the period of released time.
8. The terms of the Workers' Compensation coverage as provided by the Board will continue to apply to the president during this period.

## **ARTICLE XXXI - EXTRA-PAY SCHEDULE ACTIVITIES**

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

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

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

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

Non-athletic extra pay assignment stipends will be paid twice each year in January and June.

<b>Classification - Paid via Athletics</b>	<b>Senior High <u>% Rate</u></b>	<b>Middle school <u>% Rate</u></b>	<b>Elementary <u>% Rate</u></b>
Football - Head Coach	9.50%	4.75%	
Football - Asst. Coach	6.00%	4.75%	

Football - 9th Grade Coach	6.00%	
Athletic Director	9.50%	4.75%
Faculty Manager	7.25%	
Cheerleading	7.25%	3.75%
Bowling	4.75%	
Competitive Cheer	4.75%	
Cross Country	4.75%	
Basketball - Head Coach	9.50%	4.75%
Basketball - Asst. Coach	6.00%	
Basketball - 9th Grade Coach	6.00%	
Swimming - Head Coach	9.50%	4.75%
Swimming - Asst. Coach	6.00%	
Wrestling - Head Coach	9.50%	
Wrestling - Asst. Coach	6.00%	
Baseball - Head Coach	6.00%	
Baseball - Asst. Coach		
(If Reserve & Schedule)	4.75%	
Softball - Head Coach	6.00%	
Softball - Asst. Coach		
(If Reserve & Schedule)	4.75%	
Track - Head Coach	6.00%	4.75%
Track - Asst. Coach	4.75%	4.75%
Soccer - Head Coach	6.00%	
Soccer - JV Coach	4.75%	
Tennis - Head Coach	4.75%	
Tennis - Asst. Coach	3.75%	
Golf	4.00%	
Ice Hockey – Head Coach	9.50%	
Ice Hockey – Asst. Coach	6.00%	
Field Hockey - Head Coach	5.25%	
Field Hockey - Asst. Coach	3.75%	
Gymnastics - Head Coach	9.50%	
Gymnastics - Asst. Coach	6.00%	
Volleyball - Head Coach	9.50%	4.75%
Volleyball - Asst. Coach	6.00%	
Volleyball - 9th Grade Coach	6.00%	

**Non-Athletic Extra-Pay Assignments - Funded by General Fund**

National Honor Society	7.25%
BPA - Business Professionals of America	4.00%
DECA – Association of Marketing Students	3.00%

HOSA – Health Occupations Student

Organization	3.00%		
Ignite/Gifted & Talented/Advanced Placement	7.25%	3.75%	
Detention Room Supervisor	6.00%	6.00%	
Photography	5.00%		
Yearbook	7.25%	3.75%	
Newspaper*	7.25%	2.05%*	
Debate/Forensics	7.25%		
Dramatics/Auditorium Manager	9.00%		
Student Council	7.25%	3.75%	
Intramurals	6.00%	6.00%	
Choral Music	8.00%	4.00%	
Instrumental Music	8.00%	4.00%	
Afterschool Instrumental		2.05%	
Afterschool Vocal Music		2.05%	
Model UN	3.75%		
Thornly Court	3.75%		
Safety Patrol			3.40%
Service Squad			3.40%
Honors Choir, Director		4.00%	4.00%
Honors Choir, Accompanist		3.40%	3.40%
Academic Games Coach		4.75%	
Academic Games League Coordinator**		4.75%	
Chess Competition	3.75%	3.75%	3.75%
Challenge Bowl	4.75%		
Literary Magazine	3.75%		
Math Counts Coach		2.05%	
BACSTOP		3.75%	
Academic Enrichment Fund		6.00%	6.00%
Robotics	4.75%***	4.75%	
Skills USA Advisor	3%		
STAND		1.75%	

\*\*\*\$1,500 or 4.75% pending Title IV grant approval

\*\*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%.

\*Regular scheduled and outside class

### 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.

## **ARTICLE XXXII - COMPENSATION**

- A. The salaries of unit members covered by this agreement are set forth in Article XXXIII of this Agreement. Such salary schedule shall remain in effect during the term of this agreement with the following stipulations:
1. All unit members working the majority of the school year (including paid days off) will experience a step increase for the 2018-19 school year except those teachers that are rated ineffective on their most recent year-end evaluation.
  2. All unit members working the majority of the school year (including paid days off) will experience a step increase for the 2019-20 school year except those teachers that are rated ineffective on their most recent year-end evaluation.

3. All unit members working the majority of the school year (including paid days off) will experience a step increase for the 2020-21 school year except those teachers that are rated ineffective on their most recent year-end evaluation.
4. All unit members working the majority of the school year (including paid days off) will experience a step increase for the 2021-22 school year except those teachers that are rated ineffective on their most recent year-end evaluation.
5. All unit members working the majority of the school year (including paid days off) will experience a step increase for the 2022-23 school year except those teachers that are rated ineffective on their most recent year-end evaluation.
6. During the term of this contract, the salary schedule shall be adjusted up or down according to the following formula and with 2021-22 and 2022-23 percentages rounded to the nearest hundredth:
  - a. 2018-19            2% Increase from the prior year salary schedule
  - b. 2019-20            2% Increase from the prior year salary schedule
  - c. 2020-21            2% Increase from the prior year salary schedule
  - d. 2021-22
    - i. Any percentage increase shall be equal to the percentage increase above the 2020-21 foundation allowance, or
    - ii. Any percentage decrease shall be equal to one-half of any percentage decrease below the 2020-21 foundation allowance.
  - e. 2022-23
    - i. Any percentage increase shall be equal to any percentage increase above the 2021-22 foundation allowance, or
    - ii. Any percentage decrease shall be equal to one-half of any percentage decrease below the 2021-22 foundation allowance.
  - f. Any increase in the MPSERS pension rate above 25.91% shall result in a decrease in the salary schedule of one third of the percentage increase. For example – if the MPSERS rate increases to 26.91% a one-third percent (1/3%) decrease would result in the salary schedule. The MPSERS rate used to determine the salary adjustment shall be based on the MIP Graded with retiree health normal costs.
7. For the 2018-19 school year only, all employees on the top step shall receive an additional \$1,000 added to their annual salary. This added salary shall be off schedule and shall be paid out over the school year and prorated should the employee separate during the 2018-19 school year.
8. For the 2018-19 school year all employees with a hire date on or before September 30th will be given a lump sum payment of 0.5% of their annual base salary. The payment will be made to unit members in October 2018. These payments will not impact the annual average teacher salary used to determine additional stipends.
9. For the 2020-21 school year all employees with a hire date on or before September 30th will be given a lump sum payment of 0.5% of their annual base salary. The payment will

be made to unit members in October 2020. These payments will not impact the annual average teacher salary used to determine additional stipends.

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

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

Per IRS Code 409A, employees who want to choose to be paid on a twelve (12) month schedule must elect to do so prior to the last day of the previous school year. As a result, all new hires will be paid on a ten (10) month schedule their first year of employment.

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

C. Athletic extra-pay assignments will be paid as currently practiced. Non-athletic extra pay assignment stipends will be paid twice each year in January and June.

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

E. The Board shall make all payroll deductions as required by law and such other deductions as currently practiced. All wages will be paid through direct deposit.

F. Teachers that resign or retire during second semester of the school year will receive their final payroll payment on or before June 30th of the current year regardless of whether ten or twelve month salary payment had been previously elected.

Retirees and any member who is in an unpaid status on the last day of school will have the balance of their contract amount paid out by June 30th.

G. A unit member qualifying for a higher salary schedule shall move to the appropriate schedule at a step commensurate with step placement on the current salary schedule (plus years at maximum if at the top step on that schedule). An increase in education level obtained will result in the appropriate lane change on the salary schedule. Such movement shall take place at the beginning of a semester, either in January or August, whichever comes first after such qualification, provided written application is made within one month after the beginning of the semester. Academic courses completed must be from an accredited college or university. Official transcripts that have the degree or credits awarded are required by Human Resources.



H. Teachers with a permanent occupational certificate in Trade and Industry, Business Education, or Occupational Homemaking will be placed on the Master's lane or, if applicable, Master's + 30 or Master's +60 lane provided written application is made to the Department of Human Resources within thirty (30) days of the beginning of the semester following the completion of such requirements. It is expected that proper documentation will be furnished.

Likewise, all other professional staff members who have a two-year Master's degree will be placed on the Master's + 30 or, if applicable, Master's + 60 lane. The academic courses completed must be toward an M.A., Ed.S., Ed.D., or Ph.D. degree or be within or related to the field in which the teacher is or may be assigned. Movement to Ed.D., or Ph.D lane requires successful completion of an Ed.D or Ph.D program.

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

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

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

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

### **ARTICLE XXXIII - P-12 SALARY SCHEDULE**

A. The Board will pay the non-contributory portion of retirement for all unit members.

1. See attached 2018-19, 2019-20 and 2020-21 Salary Schedules.
2. New Salary Schedules for the 2021-22, and 2022-23 school years will be made at such time as the state per pupil funding levels for 2021-22 and 2022-23 are established per Article XXXII.

Unit members who have earned a Juris Doctorate , or other professional doctorates other than EdD or PhD degree from an accredited university will receive the appropriate Master's step. All hours taken for a Juris Doctorate , or other professional doctorates other than EdD or PhD will only be equivalent to the Master's pay level. Employees who earned the degree prior to their hire date will be placed on the appropriate Master's step for the current school year and no retroactive pay will be dispersed.

\* The 2018-23 collective bargaining agreement eliminated steps 1 and 2. Newly hired staff with no prior experience will start at step 3.

**2018-2019 Salary Schedule**

<u>Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Degree + 30</u>	<u>Masters Degree + 60</u>	<u>EdD or PhD Degree</u>
3(*)	41,793	45,229	45,629	46,820	47,373
4	44,302	47,716	48,139	49,397	50,215
5	46,959	50,101	50,546	51,866	53,227
6	49,309	52,608	53,072	54,549	55,889
7	51,773	55,237	55,727	56,910	58,683
8	54,362	57,861	58,513	59,472	61,617
9	56,537	60,465	61,145	62,147	64,389
10	58,797	63,185	63,896	64,944	67,287
11	61,149	66,060	66,773	67,867	70,316
12	63,596	68,669	69,443	70,581	73,128
13	65,822	71,245	72,221	73,403	76,053
14	68,125	73,916	75,111	76,340	79,095
15	70,680	76,689	78,115	79,394	82,258
16	73,675	79,565	81,240	82,570	85,549
17		83,420	85,464	86,558	89,933

**2019-2020 Salary Schedule**

<u>Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Degree + 30</u>	<u>Masters Degree + 60</u>	<u>EdD or PhD Degree</u>
3(*)	42,629	46,134	46,542	47,756	48,320
4	45,188	48,670	49,102	50,385	51,219
5	47,898	51,103	51,557	52,903	54,292
6	50,295	53,660	54,133	55,548	57,007
7	52,809	56,342	56,842	58,048	59,857
8	55,449	59,018	59,683	60,661	62,849
9	57,668	61,674	62,368	63,390	65,677
10	59,973	64,449	65,174	66,243	68,633
11	62,372	67,381	68,108	69,224	71,722
12	64,868	70,042	70,832	71,993	74,591
13	67,138	72,670	73,665	74,871	77,574
14	69,488	75,394	76,613	77,867	80,677
15	72,094	78,223	79,677	80,982	83,903

16	75,149	81,156	82,865	84,221	87,260
17		85,088	87,173	88,289	91,732

**2020-2021 Salary Schedule**

<u>Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Degree + 30</u>	<u>Masters Degree + 60</u>	<u>EdD or PhD Degree</u>
3(*)	43,482	47,057	47,473	48,711	49,286
4	46,092	49,643	50,084	51,393	52,243
5	48,856	52,125	52,588	53,961	55,378
6	51,301	54,733	55,216	56,659	58,147
7	53,864	57,469	57,979	59,209	61,054
8	56,558	60,198	60,877	61,874	64,106
9	58,821	62,907	63,615	64,658	66,991
10	61,172	65,738	66,477	67,568	70,006
11	63,619	68,729	69,470	70,608	73,156
12	66,165	71,443	72,249	73,433	76,083
13	68,481	74,123	75,138	76,368	79,125
14	70,878	76,902	78,145	79,424	82,291
15	73,536	79,787	81,271	82,602	85,581
16	76,652	82,779	84,522	85,905	89,005
17		86,790	88,916	90,055	93,567

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

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

**B. Credit for Previous Experience**

1. Newly hired unit members employed by the Board may be placed on the salary schedule at no higher than Step 5. Placement shall be made at the discretion of the Director of Human Resources based on full-time experience as a certified teacher in the State of Michigan or the equivalent from another state. For non-teaching positions the placement up to step 5 may be given based on comparable professional level service. Any credit for experience must be within the previous five (5) years from their date of hire.
2. Notwithstanding the previous paragraph, the Superintendent of Schools, in the event that a position cannot be filled due to lack of a qualified candidate willing to accept a position at Steps 3 through 5, shall be allowed to place up to 35 newly

hired teachers, at a level no higher than Step 7 of the salary step schedule. The newly hired employee must have experience as a full-time certified teacher, or similar related professional experience equal to placement step.

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

#### **ARTICLE XXXIV - WAIVER CLAUSE**

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

#### **ARTICLE XXXV - CONFORMITY TO LAW CLAUSE**

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

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

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

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

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

## **ARTICLE XXXVI – REVERSE CONFORMITY TO LAW CLAUSE**

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

## **ARTICLE XXXVII - MATTERS CONTRARY TO AGREEMENT**

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

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

## **ARTICLE XXXVIII - PART-TIME AND SHARED TEACHING ASSIGNMENTS**

### **A. Part-time Teaching Assignments**

1. A part-time position is a non-shared-time position that is less than 1.0 FTE
2. Part-time employees will be paid a prorated salary commensurate with the ratio of their position’s FTE.
3. Individuals in a part-time teaching assignment shall receive benefits on a prorated basis.
4. A part-time unit member on a written contract shall be allowed sick leave benefits on a proportionate basis. Part-time unit members shall not

include substitute teachers.

- a) Prorations for accrual shall be based on the employees FTE. Employees working 0.6 FTE and above will receive ten 10 days per year. Employees working less than 0.6 FTE will receive five (5) per year.
  - b) Prorations for use of a sick day shall be based on either a full or half day based on their Absence Management entry regardless of whether a sub is used or not. For example a 0.4 FTE working two full days per week is off for their work day they will be assessed 1 full day. A 0.4 FTE employee working 5 days per week is off they would be charged one half day. A 0.6 FTE employee working 5 days per week would be assessed a full day.
5. Each teacher in a part-time teaching assignment will be granted a full year of seniority and a full year of experience on the salary schedule. Retirement credit is prorated by the State Retirement Office in relation to the hours worked per day. To receive a retirement year requires an individual to work 6 hours per day for 170 days.
  6. Elementary part-time employees will receive a prorated prep time.
  7. Secondary part-time employees' schedules will not include a scheduled planning period. Time scheduled and paid will be based on a 0.2 FTE per class assigned (1 class = 0.2, 2 classes = 0.4, 3 classes = 0.6 and 4 classes = 0.8).
  8. Those in part-time assignments will be required to attend required inservice, building-level meetings, parent conferences, special education meetings, student study team, multidisciplinary evaluation team, and individualized educational planning committee meetings, open houses and carry out committee assignments normally participated in by a full-time teacher. All part-time employees agree to meet the state guidelines for professional development.
  9. Under this opportunity, no procedure shall be established that creates any binding obligation in the future.

#### B. Share Time Assignments

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

2. It is the responsibility of each shared teaching team to submit a plan to the Department of Human Resources which addresses the following considerations:
  - a) The names of the teachers who form the partnership.
  - b) When each partner will teach.
  - c) How the curriculum will be divided.
  - d) When joint planning will take place.
  - e) How various duties associated with the shared time positions will be handled, including but not limited to meetings, marking of report cards, extra curricular and committee assignments, IEP's, MET, and student study teams.
  - f) How parent conference, open house and other responsibilities be accomplished.
3. Application must be received by Human Resources by the end of February. Human Resources will notify teachers of decision as part of the annual staffing process.
4. One representative of the Department of Human Resources and one representative of the Union will facilitate the implementation of this program. Individual teachers who wish to participate will be provided with the names, teaching assignments, and other contact information regarding other individuals who are interested in the program.
5. A representative of the Department of Human Resources, the building principal or appropriate system wide administrator and two representatives of the Union may meet with a shared teaching team to review the plan submitted. The building principal will have the opportunity to interview teachers who wish to share an assignment in his/her building.
6. Decisions regarding the selection of participants or the discontinuation of shared time assignments will not be subject to the grievance procedure.
7. The following positions will not be available for shared-time assignments: Resource teacher, consulting teacher, counselor, department chairperson, athletic director, and special education pre-school or special education early elementary programs (K-2).
8. When the termination of the shared teaching assignment is within two (2) years, both teachers will be assigned to their former building or department, provided such arrangements are not in conflict with other provisions of the contract. In the case of special education assignments, return will be to the former assignment or comparable assignment subject to caseload adjustments. If the termination occurs after three (3) years of the shared teaching assignment, the partner with the highest district

seniority retains the current assignment and the partner with the lower district seniority will be surplus. The less senior partner may retain the current assignment if through the mutual agreement of the senior partner the senior partner is voluntarily surplus. Placement of these teachers will be done in accordance with Board policy on teacher placement.

9. All shared teaching assignments in this program will be for one school year. All applicants must re-apply on a yearly basis.
10. Shared-time teachers at the secondary level shall be compensated at the rate of one-half regular pay. A shared-time assignment would preclude a teacher from teaching more than half the load of a full-time teacher; e.g. five classes at the secondary level. For example: During the first semester, teacher A's schedule would include two classes plus one preparation period; teacher B's schedule would include three classes. During the second semester, teacher A would have three classes, and teacher B would have two classes plus one preparation period. Shared-time teachers at the elementary level shall be compensated at the rate of one-half regular pay. Departmental art, music and physical education teachers will be compensated at .4, .5 or .6 depending upon their assignments.
11. Individuals in shared teaching assignments shall receive fringe benefits on a pro rata basis. Sick and personal business days will be granted on a pro rata basis.
12. Each teacher on a shared teaching assignment will be granted a full year of seniority and a full year of experience on the salary schedule. Retirement credit is prorated by the State Retirement Office in relation to the hours worked per day. To receive a retirement year requires an individual to work 6 hours per day for 170 days.
13. Full preparation time will be provided and will be divided as equitably as possible given the nature of the assignment.
14. Extra curricular assignments and/or duties for shared teachers shall equal that of a full-time teaching assignment.
15. Those sharing teacher assignments will be required to attend required inservice, building-level meetings, parent conferences, special education meetings, student study team, multidisciplinary evaluation team, and individualized educational planning committee meetings, open houses and carry out committee assignments normally participated in by a full-time teacher as mutually agreed upon in the shared-time teaching application and approved by the school administrator. All shared time applicants agree to meet the state guidelines for professional development.



16. A teacher who becomes part of a shared assignment will not be granted a transfer during the school year. Any transfer of these teachers will be done in accordance with Board policy on teacher placement.
17. During the second semester of the school year, a committee shall be formed with equal numbers of representatives from the Administration and the Union. The union representatives shall be appointed by the Union. The charge of this committee shall be to evaluate the shared teaching program and make further recommendations.
18. The shared teaching program shall be limited to no more than twenty-five (25) teams. The teams shall be selected from among the applicants. Copies of approved applications will be forwarded to the Union office. Applications will be reviewed by a joint committee made up of equal numbers of representatives from the Administration and from the Union. The Union representatives to the committee shall be appointed by the Union. The final decision to approve or deny an application shall rest with the Superintendent.
19. Under this program, no procedure shall be established that creates any binding obligation in the future.

## **ARTICLE XXXIX - DFT SICK BANK**

- A. The Catastrophic Sick Leave Bank (CSLB) is created. The purpose of the Bank is to provide income continuation to any unit member who has suffered a catastrophic illness and who has reduced his/her personal sick leave bank to zero. Persons receiving CSLB benefits will be treated as if consuming days from their personal sick leave bank with wages and benefits continued accordingly.
- B. All unit members may apply for CSLB benefits when they have exhausted their personal sick leave bank.
- C. CSLB benefits are available to persons who meet the criteria expressed here. A person is eligible for benefits only if he/she suffered a catastrophic illness or injury. This term means an injury that is life-threatening or disabling in which the person requires extensive treatment and follow-up therapy or convalescence. A catastrophic illness or injury does not include the ordinary diseases of life.
- D. The CSLB shall be funded by contributions from the personal sick leave banks of each unit member. The CSLB will not fall below one hundred days. A deduction of one day will be made from each unit member's bank whenever the CSLB reaches a balance of one hundred days. The CSLB shall not exceed one thousand, five hundred days. Each unit member, upon retirement, may choose to donate their sick bank days to the Central Sick Leave Bank.

- E. CSLB benefits will commence when the CSLB Committee determines that the unit member is eligible.
- F. CSLB benefits will stop when the CSLB Committee determines that the unit member is eligible for long-term disability insurance as provided by the then current collective bargaining agreement.
- G. CSLB benefits are not subject to repayment by the eligible person.

#### Catastrophic Sick Leave Bank Committee

- 1.
  - a. The Catastrophic Sick Leave Bank Committee is created. The committee is responsible for considering requests for benefits under the Catastrophic 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. In the event of a tied vote, the decision is a denial.
  - 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.
- 2.
  - 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 healthcare 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 and/or 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 reduced his/her personal sick leave bank to zero. 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 or refuses to provide verification of his/her illness or injury.
  - 2. The committee determines that the applicant has obtained benefits through misrepresentation or fraud.
  - 3. The committee determines that the applicant's continued use of benefits is contrary to the purposes for which the CSLB was created. The decision of the committee is final and binding on the applicant.
- f. Each person receiving CSLB benefits must apply for benefits under the long-term disability insurance plan then in effect. The CSLB committee has discretion to waive this requirement.
- g. CSLB benefits may not be used in lieu of disability retirement, general retirement, or contract benefits to which the person is eligible. The CSLB committee has authority to refuse or terminate benefits paid to a person who the committee determines is eligible for other contract benefits.
- h. The decision of the committee is final and not subject to the grievance procedure.

## **ARTICLE XL - DURATION OF CONTRACT**

This contract shall replace the collective bargaining agreement with an expiration date of June 30, 2018. This Agreement shall be effective upon ratification, and shall continue in full force and effect until June 30, 2023, except that the provisions of this contract shall apply to all summer school unit members until the end of the summer session. On or about October 1, 2022, either party may give written notice to the other of its desire to negotiate a new agreement for the following year; and meetings for that purpose will begin at a time mutually agreeable to the parties. Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice(s) or otherwise violate the law by any improper recognition of or support or assistance to the Union.

## **ARTICLE XLI - IMPLEMENTATION MEETINGS**

- A. Upon request, the Superintendent will meet informally with the President of the

Union on matters relating to the implementation of this Agreement or other matters of mutual concern. Such meetings will not exceed one per month except by mutual agreement.

- B. Upon request, the building administrator will meet informally with the Union building representative on matters relating to the implementation of this Agreement or other matters of mutual concern. Such meetings will not exceed one per month except by mutual agreement.
- C. Meetings involving matters related to implementation or enforcement of contract which are scheduled at times mutually agreeable to the Administration and the Union, shall be attended by a reasonable number of appropriate Union representatives without penalty to the unit members involved or to the Union.
- D. The District will allow representatives and members of the Executive Board, as approved by the Union, to be released to attend no more than two (2) Union training sessions per school year. The District will be reimbursed by the Union for any substitute costs incurred.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 23rd day of July, 2018.

**FOR THE BOARD**

**FOR THE UNION**

\_\_\_\_\_  
Dr. Michael Meade, President  
President

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

\_\_\_\_\_  
Dr. Glenn Maleyko, Superintendent

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

President

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

**LETTER OF UNDERSTANDING  
BETWEEN DEARBORN BOARD OF EDUCATION  
AND  
DEARBORN FEDERATION OF TEACHERS  
  
MENTOR - MENTEE PROGRAM**

The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation of Teachers (hereinafter referred to as the DFT), the above mentioned parties agree as follows:

The Dearborn Teacher University program restructures the Mentor/Mentee program and the New Teacher Professional Development program.

Based on the recommendations of the Dearborn Teacher University committee and restructuring of programs, building level mentors will earn the following stipends each year:

- \$300 - mentoring a first year teacher
- \$200 - mentoring a second year teacher
- \$100 - mentoring a third year teacher

The new requirements and responsibilities of the building level mentors can be located on the Dearborn Teacher University website.

This Letter of Agreement will apply through the duration of this contract.

## **ATTACHMENT A: Dearborn Teacher University**

**(includes updated Mentor/Mentee Program details)**

TO: ADSA, DFT

FROM: Fatme Faraj, Director of School Improvement/Leadership Coaching  
Nada Fouani, Consultant for Dearborn Public Schools

SUBJECT: Dearborn Teacher University/Mentor-Mentee Program

DATE: August 23, 2016

Dearborn Teacher University consists of two parts:

- 1) **Mentoring Program:** The purpose of the Mentoring Program is to provide teachers peer mentors (preferably from the same building when possible) who will collaborate with their mentees by offering assistance, guidance, resources and information in a non-threatening, collegial fashion. The following conditions shall apply to the Mentoring Program:
  - a) Each teacher in his/her first three years in the classroom shall be provided with a mentor.
  - b) Prior to September 1st each year a list, by building, of all teachers requiring a mentor and the mentoring year for each will be developed and shared with administrators.
  - c) Mentoring assignments shall be made each year by building principal or department administrator.
  - d) Mentoring teachers shall be provided with training on Mentor/mentee protocols and mentoring strategies. Mentor/Mentee Roles and Responsibilities will be discussed at the first meeting in October.
  - e) Mentor teachers shall be provided with a stipend according to the following schedule:
    - i) For each first year mentee: Stipend of \$300.
    - ii) For each second year mentee: Stipend of \$200.
    - iii) For each third year mentee: Stipend of \$100.
- 2) **Teacher Professional Development Plan:** The purpose of the Teacher Professional Development Plan is to provide professional development opportunities to support new teachers and teachers who wish to receive training on selected topics. Principals may guide individual teachers to attend selected sessions. In addition to the two day orientation for new teachers in August,
- 3) New Hires need to attend a minimum of 8 PD sessions in addition to the ones offered at district or building PDs.
- 4) Teachers coming in with years of experience need to attend a minimum of 5 PD sessions in addition to the ones offered at district or building PD.

