

8/31/2000

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Dearborn Heights School District

**AGREEMENT**

**BOARD OF EDUCATION**

**DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7**

**AND**

**WAYNE COUNTY MEA/NEA**

9/1/92 - 8/31/2000

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## AGREEMENT

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

This Agreement is entered into effective September 1, 1992 by and between the Dearborn Heights School District No. 7 Board of Education, hereinafter called the "Employer" or "Board" and the Wayne County MEA/NEA, hereinafter called "WC-MEA/NEA" or the "Union."

#### PREAMBLE

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

- I. Whereas, the Union recognizes that the Employer, under law, has the final responsibility for establishing policies for the district; and
- II. Whereas, the Employer recognizes that teaching is a profession; and
- III. Whereas, the Employer recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and
- IV. Whereas, the laws of the State of Michigan authorize public employees and public Employers to enter into collective negotiation agreements concerning wages, hours and other terms and conditions of employment of such employees; and
- V. Whereas, it is expressly understood that procedures and qualifications for hiring new teachers is the exclusive right of the Employer under the laws of the State of Michigan; and
- VI. Whereas, at a representation election held on May 7, 1979, the Union was selected by a majority of the teachers as defined in Article I, Section A of this Agreement as their exclusive representative for the purposes of collective negotiations with the Employer with respect to wages, hours and other terms and conditions of employment and was duly certified as such representative by the Employment Relations Commission of the State of Michigan on May 22, 1979; and
- VII. Whereas, following extensive professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Employer and the Union concerning such matters; and



- VIII. Whereas, the Employer and the Union desire to incorporate such understandings into a written collective negotiations agreement in the best interest of education in Dearborn Heights School District No. 7.

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

## ARTICLE I

### Recognition

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

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

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

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

## ARTICLE II

### Union and Employee Rights

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

### Union and Employee Rights (continued)

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

### ARTICLE III

#### Management Rights Clause

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

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

## ARTICLE IV

### Payroll Deduction Procedures

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

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

Payroll deductions will be provided for the following:

- a. MEA continuing membership
  - b. Wayne Out-County Teachers Credit Union
  - c. United Foundation Fund
  - d. U. S. Savings Bonds
  - e. Health and accident insurance
  - f. Tax-deferred annuities
  - g. Special health and accident insurance rider (such riders shall be paid for by the employees)
  - h. WC-MEA/NEA-PAC, MEA-PAC, NEA-PAC
2. Authorized deductions shall be for the same amount for each consecutive pay period and not less than Five Dollars (\$5.00) except for the United Foundation, which shall be a minimum of One Dollar (\$1.00) per pay period and h. above, which shall be a one time standard deduction with the amount determined by the Union.
  3. Changes in payroll deductions may not be made more than once in a calendar month and this change in deduction will take place on the first payroll of the month providing the written request for the payroll change (written request on Employer form) is received by the accounting department no later than seven (7) working days preceding the first pay of the month. In any case, no employee shall make more than three (3) changes in payroll deductions during any school year.
  4. All teachers who begin the contract year will receive all payroll deduction materials at the first building meeting with the principal of the building concerned.
  5. All new teachers employed during the school year shall make out initial payroll deductions and file same with the principal of the appropriate building.

Payroll Deduction Procedures (continued)

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

Payroll Deduction Procedures (continued)

14. Applications for changes and new deferred annuities will be accepted as per Internal Revenue Service regulations.
15. As soon as possible after the second payroll of each school year, there will be a listing of payroll codes and what they represent.

ARTICLE V

Teaching Hours and Class Loads

- A. The teachers' day shall be defined as follows:

ELEMENTARY \*

Kindergarten ----- 8:30 a.m. - 11:00 a.m. (Morning Session)  
12:00 p.m. - 2:35 p.m. (Afternoon Session)

Other Elementary ----- 8:15 a.m. - 2:50 p.m.

A 55-minute uninterrupted lunch period will be provided.

MIDDLE SCHOOL ----- 8:20 a.m. - 3:00 p.m.

SENIOR HIGH ----- 7:45 a.m. - 2:34 p.m.

Zero hour classes as per past practice.

An uninterrupted lunch period of at least 33 minutes will be provided.

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

- B. 1. The normal weekly teaching load in the high school and the middle school will be twenty-five (25) teaching periods and five (5) scheduled, unassigned preparation periods no less than fifty (50) minutes or not to exceed five (5) hours of pupil contact per day for a net pupil contact time of twenty-five (25) hours per week. The Employer may schedule the middle school and high school so that the five (5) hours of pupil contact per day are divided into six (6) teaching periods with a common prep period. Said prep period shall be implemented in accordance with past practice.

Teaching Hours and Class Loads (continued)

2. \* The normal teaching load in the elementary schools will be five (5) hours and fifteen (15) minutes per day, or twenty-six (26) hours and fifteen (15) minutes per week, minus two (2) hours and thirty (30) minutes per week of unassigned preparation time for a net pupil contact time of twenty-three (23) hours and forty-five (45) minutes per week.
  3. The Kindergarten schedule shall consist of a morning and an afternoon session each day. Each session shall be for two and one-half (2 1/2) hours. This schedule will include a minimum of three (3) separate thirty (30) minute preparation periods per week. If additional preparation time is available, it shall be added to the Kindergarten schedule.
- C. Teachers of all special subjects, counselors, librarians and all other special education personnel shall be provided with relief and preparation time to the same extent as other teachers in the district.
- D. If a principal requests a teacher to accept another class on his preparation time on a regular basis, the teacher shall be paid his pro-rated salary for that period.
- E. A teacher engaged during the school day in negotiating on behalf of the Union with any representatives of the Board or participating in any professional grievance negotiations shall be released from regular duties without loss of salary. Release time in reference to negotiations will be negotiated at the time guidelines are set up for negotiations.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Union.

\* In the event that elementary preparation time is not available, the elementary time schedule shall be as follows:

ELEMENTARY TIME SCHEDULE

7:50 a.m. - 8:15 a.m.	Voluntary Preparation Time
8:15 a.m.	Duty Begins
8:25 a.m.	First Bell
8:30 a.m.	Tardy Bell
8:30 a.m. - 11:30 a.m.	Morning Session
11:30 a.m. - 12:25 p.m.	Lunch
12:30 p.m. - 2:35 p.m.	Afternoon Session

In the event that elementary preparation time is made available in part, the schedule shall be adjusted accordingly.

## ARTICLE VI

### Special Student Programs

The parties recognize that all children are unique and that they have both common and special needs, some of which should be addressed outside of the regular classroom. Following consultation with the Union, the Employer reserves the right to maintain such programs as finances allow.

#### A. Art, Music and Physical Education Programs

1. It is acknowledged that these programs contribute to a well-rounded educational experience.
2. It is agreed that the Superintendent or designee, after considering the recommendations of the building principals, will meet with the teachers involved to resolve any outstanding scheduling conflicts, if necessary.
3. A definite classroom will be designated for instruction in these areas, where possible, with priority given to physical education classes in the use of multi-purpose rooms.

#### B. Special Education programs shall meet applicable State and Federal program guidelines.

1. Handicapped Classrooms
2. Psychological Services
3. Speech and Hearing Services
4. Health Services
5. Social Worker Services

#### C. Services for the academically disadvantaged shall meet applicable State and Federal program guidelines.

1. Remedial teachers will determine their schedules in consultation with the building principal.

#### D. Vocational Education Programs

#### E. Gifted and Talented Programs



## ARTICLE VII

### Teaching Conditions

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

A. At the elementary level, class size will not exceed the following:

1. Regular Classrooms  
K-2 ..... 27-1  
3-5 ..... 30-1
2. Split Classrooms  
K-2 ..... 26-1  
3-5 ..... 27-1
3. Class size constraints do not apply to traditionally large classes, such as physical education and music, etc.
4. After the Wednesday of the first complete week of school, the classroom maxima stated above may be exceeded by one newly enrolled student per classroom. If in an attendance area the only classroom available to a newly enrolled student has already exceeded the stated maxima by one, the Employer will have the option of exceeding the maxima by two students in only one classroom district wide. In no case will the maxima be exceeded by more than one student in split classes.
5. Special Education class size and caseloads shall conform to the Revised Administrative Rules of the Michigan Department of Education unless deviations are granted by the M.D.E.
6. Mainstreamed students shall not be placed into split classes unless the only class for a particular level, in a particular building, is a split class.
7. Efforts will be made to assure that the district maintains an average class size of not more than 25 pupils for grades K, 1, 2 and 3, taken collectively, to take advantage of additional State funding.

B. Class sizes for senior high school and the middle school shall meet North Central standards.

C. The Employer recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

Teaching Conditions (continued)

The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Employer agrees to implement, as quickly as possible, all joint decisions thereon made by its representatives and the Union. The Employer agrees at all times to keep the schools reasonably equipped and maintained.

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

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

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

- F. The Employer shall provide:

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

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

Teaching Conditions (continued)

- H. Off-street, paved parking facilities shall be provided and properly maintained for teacher use at each building. All sidewalks and parking areas shall be swept, plowed and/or salted when necessary.
- I. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.
- J. In order to give the substitute teacher the most assistance possible, each teacher must have the following up-to-date materials ready:
  - 1. Daily lesson plans
  - 2. Seating chart(s)
  - 3. Teacher classroom schedule
  - 4. Reading group list
  - 5. Teacher's textbook editions (manuals)
  - 6. Attendance roster

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

**ARTICLE IX**

Departmental Structure

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

Departmental Structure (continued)

E. The compensation for department chairpersons in the senior high school for the duration of this Agreement shall be as follows:

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

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

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

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

ARTICLE IX

Qualifications and Assignments

A. No newly employed teacher shall be placed under contract for a regular teaching assignment who does not have at least the following qualifications:

1. A bachelor's degree from an accredited college or university.
2. A provisional, permanent or continuing teaching certificate.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school and by changes in subject assignment in the secondary school will be notified as soon as possible by their principal. In no event will changes in teachers' schedules be made later than the first day of July preceding the commencement of the school year, unless an emergency situation requires same.

Qualifications and Assignments (continued)

- D. Any teaching assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making drivers education and summer school assignments will be given to tenure teachers regularly employed in the district.
- E. In order that staff can be properly assigned, teachers must notify the Superintendent by March 1 of any additional endorsements obtained. Failure to do so may preclude assignment, in the new endorsement area, for the following school year.

ARTICLE X

Vacancies, Promotions and Transfers

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

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

- B. The Union recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent, in his reasonable judgment, so determines, such vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant. However, if a part-time teacher is entitled, through Article XIX, to a full-time position which has become vacant, said teacher shall be immediately transferred to fill said vacancy.
- C. The Board further agrees to post at each building all vacancies, except those in what are commonly called classroom teaching positions, for a period of five (5) school days. This does not include clubs. Vacancies shall be defined as new positions, resignations from the same held position, unfilled positions from non-recommendation, or those positions which are filled annually. Any bargaining unit position that is filled by non-unit members shall be posted annually. Applicants will be advised of the criteria upon which they will be judged. The Board's decision shall be final.

Vacancies, Promotions and Transfers (continued)

- D. All candidates for a position within the district shall be notified by letter within ten (10) days after the Board's decision. Unsuccessful candidates who wish to review their applications for an administrative position are encouraged to contact the Superintendent for a personal interview.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement, prior to such transfer to a supervisory or executive status.
- F. In addition to Section B, above, additional involuntary transfers will be made to facilitate Article XIX, Reductions in Personnel, Section C-3.

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

**ARTICLE XI**

**Personal Business, Sick Leave Days and Sick Leave Bank**

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

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

1. All teachers shall be allowed one and one-fifth (1 1/5) days of sick leave per month during the probationary period of employment, and one and one-half (1 1/2) days per month thereafter (based on a ten-month school year).
2. All unused leave days shall be allowed to accumulate. The annual yearly allowance shall be advanced in addition to the total accumulated days; however, yearly advanced days, computed as provided for in Section 1 above, will be prorated in cases of failure to complete the contract year for any reason (retirement, leave of absence, resignation, death).
3. A part-time employee on a written contract shall be allowed sick leave benefits on a proportionate basis. Part-time employees shall not include substitute teachers.

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

4. Upon severance of employment, for reasons other than ill health, an employee credited with leave allowance in advance of service shall reimburse the Board of Education for all leave days used but not yet earned.
  5. Each teacher shall be provided from his sick leave bank two personal business days a year. these may be used as follows:
    - a. Emergency Day: No advance notice required prior to call-in time.
    - b. Personal Business Day: Requests for personal business days must be made to the principal at least four days in advance, who will then make a recommendation subject to approval by the Superintendent or his designee.
- B. Leave days shall accumulate in future years to a total of two hundred (200) days if the teacher remains in the employ of the school district.
- C. Personal business, sick leave or emergency days may not be used for college classes, for taking or extending a vacation, for working at a part-time job or for social functions.
- D. The Union agrees that it is the responsibility of the individual teacher to use his personal business and sick leave days in the manner for which they are intended and will, after an absence, sign the payroll form indicating the reason for such absence. If it is determined that a teacher has signed the payroll form and deliberately falsified the reason for his absence, the teacher will lose a full days pay for each day misrepresented.
- E. All members of the certificated staff, with the exception of administrators, shall assign one (1) leave day per year to a central sick leave bank. A certificated staff member may, when his own personal leave accumulation is exhausted, draw from this bank in cases of extended continuous absence due to personal illness or accident.

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



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

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

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

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

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

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

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

1. Probationary teachers: twenty (20) consecutive days.
  2. Tenure teachers with less than five (5) years of service in District No. 7: sixty (60) consecutive school days.
  3. Tenure teachers with five (5) but less than ten (10) years of service in District No. 7: one hundred (100) consecutive school days.
  4. Tenure teachers with ten (10) years of service in District No. 7: two hundred (200) consecutive school days.
- F. All employees shall be granted such days as may be required by their religion. Such days shall be deducted from leave accumulation.



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

- G. Teachers shall be allowed to serve on juries during the regular school year when called, and there shall be no financial penalty attached to such service in any way. However, it is understood that whatever amount is earned in such capacity is to be returned to the Board of Education and that such employees are to be paid their regular salary by the Board. Such days shall not be deducted from the accumulated leave days.
- H. One day visitation per year shall be allowed each teacher to visit educational institutions or attend educational conferences. Such days are subject to valid request and final approval by the building principal. Additional days may be allowed subject to final approval by the Superintendent.
- I. One day shall be provided to take the selective service physical examination, not deductible from the teacher's leave accumulation.
- J. Teachers' absences resulting from school-related assaults are not to be charged against the teachers' leave accumulations unless the assault was provoked by the teacher.
- K. Beginning in September 1968, all personal leave days will be assigned to a personal leave base under the conditions described in sections A and C of this Article. Upon accumulating a base of twenty (20) personal leave days, a teacher may:
1. Request in writing at the beginning of the school year that he/she be reimbursed Twenty Dollars (\$20) per unused personal leave days over and above the twenty (20) day base, to be paid at the end of said school year.
  2. Request in writing that unused personal leave days over and above the twenty (20) day base be applied toward retirement benefits as described in Article XXIV (upon retirement the twenty [20] day base shall also be applied toward retirement benefits).
  3. The decision for the disposition of the current annual personal base days is final. The maximum amount any individual teacher can receive under section K-1 is Two Hundred Eighty Dollars (\$280) per year.
  4. It is understood and agreed that this section is not retroactive and the personal business and sick leave days accumulated by teachers prior to September, 1968 shall not be counted toward the twenty (20) day base as described above.

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

5. It is further agreed that future absences by teachers shall be deducted from the leave accumulated after September, 1986 before using personal leave days that may have accumulated prior to September, 1968.
6. The Board shall furnish a written statement by the fourth Friday after Labor Day indicating the total amount of sick leave credit. Each teacher will indicate his choice of Plan 1 or 2 on this statement and sign and return it to the Board office. However, in the event a teacher who has applied for reimbursement of unused personal leave days under K-1 above and then applies to the Central Sick Leave Bank for additional leave days; the amount of money he has been reimbursed for leave days under K-1 above shall be deducted from the amount of money reimbursed as per his/her daily rate by the Central Sick Leave Bank Committee. Such deductions shall be based on the days for which the teacher was reimbursed the previous year.

ARTICLE XII

Sabbatical Leave

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

- A. Leave granted for professional study should improve instruction in Dearborn Heights School District No. 7 or should improve the efficiency of an employee, and shall be considered consistent with the purpose of sabbatical leave.
- B. No more than three (3) teachers of the instructional employees may be granted sabbatical leave in any one year.
- C. Requests are to be in writing to the Superintendent on or before June 15 of the year preceding the school year for which the leave is sought.
- D. In determining his recommendations on requests for sabbatical leaves, the Superintendent will consider the following items:
  1. The extent of the applicant's professional study, growth, contribution, and successful service during the preceding seven (7) years.

Sabbatical Leave (continued)

2. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
  3. Length of period of continuous employment in the school district.
  4. Reasonable and equitable distribution of applicants among the different levels and departments in the school system.
  5. Order in which applications are received.
- E. Denial of a sabbatical leave shall be made in writing. The reasons for denial will be listed by the Superintendent.
- F. Upon return from sabbatical leave, the teacher shall submit an appropriate report to the Superintendent. If an abuse of the leave is apparent, the Board may institute proceedings to recover an appropriate amount of the monies paid while on sabbatical leave.
- G. During the sabbatical leave, the teacher's allotment for health insurance as per Article XXVI and half his salary will be paid.
- H. All sabbatical leaves shall be with increment on the salary schedule and seniority list.
- I. An employee, upon completion of a sabbatical leave, shall return to Dearborn Heights School District No. 7 for a period of two (2) years.
- J. An employee not returning to Dearborn Heights School District No. 7 upon completion of sabbatical leave shall reimburse the Board of Education for all monies received from them during the leave.

**ARTICLE XIII**

Unpaid Leaves of Absence

A. Service Organization Leaves

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

Unpaid Leaves of Absence (continued)

B. Medical Leave

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

C. Parental Leave

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

D. Military Leave

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

E. Union Leave

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

F. Public Service Leave

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

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

Unpaid leaves of Absence (continued)

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

- H. Teachers on leave shall notify the Superintendent in writing sixty (60) calendar days prior to the termination of their leave of their intention to return to work or submit a request for an extension of their leave.
- I. In accordance with the Teacher Tenure Act, a regularly employed instructional employee may be required to take an involuntary, unpaid leave when it has become apparent to the Superintendent of Schools that the individual is no longer able physically and/or mentally to discharge the duties of his position in a competent, professional manner.
  - 1. Upon the recommendation of the Superintendent of Schools and approval of the Board of Education, the Superintendent may require, in writing, that any employee take a physical or mental examination at the Employer's expense, the results of which may be used for determining involuntary leave.
  - 2. The employee requesting return from an involuntary leave may return following the passing of a mental or physical examination at the Employer's expense.
  - 3. The examining physician shall be selected jointly by the Employer and the Union from a list of physicians approved by the Wayne County Medical Association.
  - 4. Reinstatement of all benefits, including salary, shall begin immediately upon passing the re-examination provided the employee returns to work.
  - 5. Increment on the salary schedule and seniority shall be allowed for such leaves on a maximum of one year per individual.
- J. Only one leave with seniority credit will be granted an individual in any three (3) year period.

## ARTICLE XIV

### Academic Freedom

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

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

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

## ARTICLE XV

### Teacher Evaluation

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

Teacher Evaluation (continued)

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



## ARTICLE XVI

### Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. A copy of policies adopted by the Board of Education shall be made available to all teachers.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- C. All teachers shall abide by the conditions of this Agreement. Failure to do so may result in Administrative Disciplinary Action. The following represents Progressive Disciplinary Action:
  - 1. Oral reprimand
  - 2. Written reprimand
  - 3. Suspension with pay
  - 4. Suspension without pay
  - 5. Dismissal

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

- D. A teacher, if he/she requests, shall be entitled to have present a representative of the Union in any case involving a reduction of rank, loss of compensation or reprimand (excluding oral reprimand). When a request for such representation is made, no action shall be taken with respect to the teacher until a representative of the Union is present.
- E. Teacher evaluations are not subject to the grievance procedure except and until the Board initiates formal dismissal proceedings against a teacher.

## ARTICLE XVII

### Professional Improvement

- A. The parties encourage the principle of continuing education and training as supported in the teachers' salary schedule. The parties also recognize that conferences, workshops and conventions offer valuable in-service opportunities to teachers. Therefore, teachers will be encouraged to attend these meetings.



Professional Improvement (continued)

1. Teacher requests to attend meetings are to be submitted to the building administrator as soon as possible prior to the meeting.
  2. Full reimbursement for lodging, meals, registration fees, etc. shall be allowed with reasonable judgment exercised in type and cost.
  3. All receipts for expenses will be attached to the expense form provided by the building principal.
  4. A written or oral report supplied by the teacher will be given to the principal stating the values received from attending such meetings. Copies of the report will be distributed to the teachers concerned.
- B. The Employer and the Union, through the In-Service Training Council, will make every effort to make arrangements for after-school courses, workshops, conferences and programs designed to improve instruction, providing enough teachers show a sufficient interest to have the program. The In-Service Training Council shall make recommendations for budgetary allotments which shall be presented to the Superintendent by February 1st of each year.
- C. Employees serving as delegates to professional meetings and conventions concerned primarily with internal affairs of the professional organization shall be permitted to attend such conventions without loss of pay to the individual, but no expense incurred shall be reimbursed in such instances by the Employer. The approval of such meetings will be authorized by the Superintendent of Schools.

ARTICLE XVIII

Maintenance of Standards

- A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods and leaves, and general working conditions, shall be maintained at not less than the highest minimum standards in effect during the preceding school year. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

Maintenance of Standards (continued)

- B. In the event there is a substantial cut in State Aid, the Board of Education, through its delegated representative, will meet the Union to make possible adjustments made necessary by this condition. The Union will make recommendations for adjustments to the Superintendent of Schools.
- C. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be altered or increased without prior negotiations with the Union.

**ARTICLE XIX**

Seniority - Reduction in Personnel - Recall

A. Seniority

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

1. Seniority shall begin to accrue the day the teacher reports to work on or after the first day of school.
2. Seniority will be based upon years of continuous service in Dearborn Heights School District No. 7.
3. Seniority will be accrued for up to a maximum of one year on an approved leave of absence. However, only one leave with seniority accrual will be granted an individual in any three (3) year period.
4. If a teacher resigns and returns as an employee of the Board, all previous seniority will be lost.
5. A teacher employed prior to October 1 of any school year will be credited with a full year of district seniority on the seniority list. However, the anniversary date will be recorded as specified in 1, above.
6. Part-time teachers will be given seniority credit as follows:
  1. Seniority accrued for part-time service prior to September 1, 1974 for which full seniority was given will continue to be recognized.

Seniority - Reduction in Personnel - Recall (continued)

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

B. Reduction in Personnel

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

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

Seniority - Reduction in Personnel - Recall (continued)

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

Seniority - Reduction in Personnel - Recall (continued)

2. If two (2) or more teachers have equal years of continuous service in District No. 7, the teacher with the most total teaching experience will be retained.
3. If two (2) or more teachers have equal years of continuous service, equal teaching experience and the same degrees, the teacher with the greatest number of graduate hours beyond the degree, as of June 30th of the preceding year, will be retained.

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

- a) Bachelors
- b) Masters
- c) Educational Specialist
- d) Doctorate

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

C. Recall Procedures

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

## ARTICLE XX

### Continuity of Operations

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

## ARTICLE XXI

### School Calendar

- A. For the terms of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Employer and the Union.
- B. There will be one and one-half (1 1/2) planning conference days at the beginning of the school year.

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

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

School Calendar (continued)

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

The Employer will provide substitute teachers.

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

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

Grades 4-12: Two (2) afternoons during the Fall semester and two (2) afternoons during the Spring semester. An additional afternoon during the Fall and Spring semesters may be granted at the request of the teacher and approval of the principal.

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

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

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

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

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

## ARTICLE XXII

### Professional Compensation

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

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

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

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

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

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



Professional Compensation (continued)

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

Up to but no more than ten (10) non-graduate credit hours earned after the award of a degree, as provided above, will be counted for lateral mobility on the salary schedule. The provisions of this Article will not serve to deny credits granted prior to the signing date of this Agreement.

- G. The effective date of advancement to a higher level on the salary schedule will correspond to the next semester after the degree or new level is attained.

ARTICLE XXIII

Special Teaching Assignments

- A. Driver Education and other special teaching assignments will be made by the Superintendent of Schools on the basis of preference to teachers possessing a provisional teaching certificate, and who are regularly employed in the district during the normal school year. The minimum hourly rate for said assignments shall be Twelve Dollars (\$12.00). Teachers of Driver Education must be approved by the Michigan Department of Education.
- B. The Employer agrees to maintain an adequate and competent list of substitute teachers for the elementary and secondary schools. All released teachers will be placed at the top of the substitute list and will be given preference. A substitute list will be posted at each building. The substitute list will be revised at the beginning of each marking period.

Special Teaching Assignments (continued)

All teachers reporting their absence from work must call the district's telephone operator between 5:30 a.m. and 6:45 a.m. If an emergency arises after 6:45 a.m., calls should still be directed to the operator.

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

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

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

**ARTICLE XXIV**

Retirement Benefits

To be considered eligible for retirement benefits under this Article, a teacher must be retiring from active service in this district, and must have completed a minimum of ten (10) years in Dearborn Heights School District No. 7; and have applied for and be eligible to receive benefits under the Michigan Public School Employees Retirement System. Such individual shall receive a lump sum retirement of \$35.00 per day for each unused leave day, not to exceed 200 days.

## ARTICLE XXV

### Student Discipline and Teacher Protection

- A. The parties agree that the primary responsibility for student control and management rests with the teacher. The Board and administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. All corrective punishment for disobedience must be reasonable without malice and should not be unusual or excessive. The Board shall support the teacher by providing assistance in obtaining professional services for emotionally disturbed students as soon as possible. Whenever it appears that any particular pupil requires specialized professional attention, the Board will take reasonable steps to aid the teacher in his/her responsibilities to such pupil.
- B. A teacher may use such restraint as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may send a pupil to the office for one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- D. A written statement of causes and procedures for suspension of senior high school students, as formulated by the Board of Education, will be distributed to parents, students and instructional personnel at the beginning of the school year. Suspension of students from school may be imposed only by a principal or his designated representative. The teacher and the administration will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. The principal will assign students with behavioral difficulties so they are distributed as equally as possible among the teachers involved.
- E. Any case of physical or verbal assault upon a teacher or school property or at school sponsored activities shall be promptly reported to the Board or its designated representative. The Board's attorney will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction.

Student Discipline and Teacher Protection (continued)

- G. Any reasonable complaints by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention. Any action contemplated by the teacher as a result of such complaint shall be discussed with and approved by the principal before such action is taken.
- H. The Board will take steps to guarantee reasonable protection of teachers' private property.

ARTICLE XXVI

Insurance Protection

- A. The Employer shall provide, without cost to the teacher, the following MESSA insurance protection:

Plan A: (includes medical coverage)

Health - MESSA Super Care 1

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

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

Vision - MESSA/VSP-3

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

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

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

Vision - MESSA/VSP-3

## ARTICLE XXVII

### Professional Grievance Procedure

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

#### STEP I

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

#### STEP II

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

#### STEP III

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

Professional Grievance Procedure (continued)

STEP IV

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

STEP V

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

- F. A grievance may be withdrawn by the Union at any level without prejudice or record.
- G. Upon request, decisions rendered at all steps shall be in writing and shall promptly be transmitted to all parties of interest.
- H. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- I. The Union shall have access to the location and content of records and all information necessary to the determination and processing of the grievance.
- J. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.
- K. It is understood that the arbitration provision became effective on July 1, 1981. Further, any grievance which allegedly occurred or was filed prior to July 1, 1981; shall be processed under the provisions of the Agreement to Extend Contract dated August 31, 1979; and, therefore, shall not be subject to the arbitration provision of this Agreement.

## ARTICLE XXVIII

### In-Service Training Council

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

- A. Committee meeting shall be scheduled during times when school is in session and shall be held when necessary, September through May. Teacher members will be reimbursed at the rate of Fourteen Dollars (\$14.00) per meeting.
- B. The committee shall have direct responsibility for planning in-service training meetings for the total staff as follows:
  - 1. One-half (1/2) day for the elementary teaching staff during the second semester for each year of this Agreement shall be set aside for in-service, during which time students shall not be in attendance.
  - 2. The In-Service Training Council will plan in-service activities which will include new programs, new textbooks and Special Education.
- C. Additional time will be allowed on the secondary level as agreed upon by the Superintendent or his designee and the Union.
- D. The Board will provide a reasonable amount of money to be used by the In-Service Training Council for the purpose of providing in-service training programs.



## ARTICLE XXIX

### Instructional Policies Council

- A. There is hereby established an Instructional Policies Council, consisting of one middle school teacher, one senior high teacher, one elementary teacher, one special services teacher, one secondary administrator, one elementary administrator, and the Superintendent or designee.
- B. It shall be the responsibility of this council to establish the conditions and procedures under which it shall operate. Teacher representatives to the Instructional Policies Council are to be selected and appointed by the Union no later than March 1 of each year for the following school year. If teacher representatives are not appointed as stated, the administration may assume full responsibility for implementing the functions of this council.
- C. The Council will advise the administration and the Union on such matters as teaching techniques, courses of study, textbooks, curriculum guides and other experimental programs related to instructional policies.
- D. The Council may appoint such joint professional study sub-committees as are deemed necessary. Any teacher or group of teachers may request that the Council consider setting up a sub-committee to study a particular concern they may have.
- E. Council meetings shall be scheduled during times when school is not in session and shall meet as often as is necessary, September through May. Teacher members will be reimbursed at the rate of Fourteen Dollars (\$14.00) per meeting, but teacher committee members will be reimbursed for not more than nine (9) meetings.
- F. At the first meeting, operating rules and methods of providing for effective consultation with the Employer will be discussed. Subsequent meetings will be held on a regular basis.
- G. The annual report of the Instructional Policies Council will be posted on the bulletin board in each school. This report will include materials recommended and any actions implemented.



## ARTICLE XXX

### Negotiation Procedures

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

## ARTICLE XXI

### Professional Responsibility

- A. Membership in the Union shall be open to all teachers regardless of race, creed, sex, marital status or national origin.
- B. It is recognized that because of religious conviction, or otherwise, some employees object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee by November 1 of the current year, to the Union, a service fee in accordance with Union procedures. In the event that an employee shall not pay such fee directly to the Union, or authorize payment through payroll deduction, the Employer shall immediately cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

Professional Responsibility (continued)

- C. As a condition of the effectiveness of this Article, the Union agrees to share the cost incurred by the Employer in the application of the provision set forth in the Tenure Act. Specifically, the Union agrees to pay fifty percent (50%) of the cost of providing court transcripts and a court recorder in excess of Five Hundred Dollars (\$500.00). The Union's liability for these costs does extend beyond the final appeal before the Tenure Commission. It is further understood the Employer and Union shall be responsible for their respective attorney's fees.
- D. In the event a teacher is discharged pursuant to the provision of this Article, and subsequently appeals such discharge to the State Tenure Commission, the teacher shall be permitted to continue in his/her position until the final disposition of the case before the Tenure Commission.
- E. The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Union will defend and indemnify and hold harmless, the Employer, its agents or employees for any monetary awards arising out of such litigation.

ARTICLE XXXII

Counseling Services

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

- A. The number of students assigned to a counselor at the high school shall not exceed the student/counselor ratio established in the North Central Association standards. It is understood that for the duration of this Agreement, one (1) counselor will be assigned to the middle school. It is further understood that a counselor shall not receive tenure as a counselor, unless such has been acquired prior to June 17, 1988. The duties of one counselor shall include duties other than routine guidance functions as determined by the administration. It is understood that the counselors shall not be assigned classroom duties except as per past practice.
- B. The counseling department, middle school principal, and the high school principal will determine the need of the number of counselors that will work before school starts and after school closes in June. The salary for these extra days will be pro-rated on their current salary.

Counseling Services (continued)

- C. The high school counselor shall be paid Twelve Dollars (\$12.00) per hour for the administration of Saturday testing. The principal will determine the number of teacher monitors that will be needed for supervision on a voluntary basis as per Article XXXIII, Item C.
- D. Counselors are not required to initiate or receive routine telephone calls in relation to student illnesses.
- E. In order to keep accurate records, a records secretary will be located at the senior high level.

**ARTICLE XXXIII**

Additional Compensation for Extra Duty

- A. Arrangements for teacher supervision for extra-curricular affairs in the secondary schools shall be the responsibility of the building administrator.
- B. The coaching staff shall assist the administration by recommending specialized personnel to help run the mechanics of the event. Additional personnel used for supervision and crowd control shall be appointed by the administration. Compensation for such extra duties shall be Eight Dollars (\$8.00) per hour.
- C. All such extra duty assignments shall be posted for the purpose of staff volunteering at least two weeks in advance of the scheduled event. If there are insufficient volunteers one week prior to the event, the duty shall be assigned at that time. Under no circumstances shall any teacher be required to serve with less than one week's notice. In the event the assigned teacher cannot perform the duty, he/she shall be responsible for obtaining a replacement staff member.
- D. Sponsors of clubs and organizations shall obtain five (5) volunteers for adequate supervision and crowd control. The Union has agreed to encourage each staff member to participate in at least one extra activity. In the event the sponsors are unable to obtain sufficient volunteers to provide adequate supervision, the sponsor shall cancel the activity.
- E. The Board of Education agrees to pay all personnel costs for the Homecoming Dance, Junior Prom, Senior Prom and all other major events. The major events will be so designated by the administration two weeks after the beginning of the school year.

## ARTICLE XXXIV

### Miscellaneous Provisions

- A. No polygraph, lie detector, nor recording or listening device shall be used in any investigation of any teacher.
- B. Any individual contract between the Employer and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, the Agreement during its duration shall be controlling.
- C. The Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Employer and presented to all teachers now employed, hereafter employed, or considered for employment by the Employer.
- F. The Union may request time immediately following the adjournments of staff building meetings for the purpose of carrying out Union business. It shall be understood that representatives of the administration shall not be in attendance at Union building meetings.
- G. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- H. The Union District Director will be granted one (1) hour of release time per day to conduct Union business.
- I. If an elementary principal is absent, the Superintendent of Schools will take the necessary steps to take care of the situation.

Miscellaneous Provisions (continued)

- J. The Employer shall provide a bank of twenty-five (25) days to be used by employees who are engaged in Union business. This bank shall be provided at no cost to the Union and shall be renewed each school year so that there are twenty-five (25) days available for said year. Said bank shall be administered by the Union.
- K. There shall be a full-time librarian at the high school and a one-half (1/2) time librarian at the middle school.

ARTICLE XXXV

Annexation and Consolidation

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

ARTICLE XXXVI

Duration of Agreement

This Agreement shall be effective as of September 1, 1992 and shall continue in effect until the 31st day of August, 2000. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

WAYNE COUNTY MEA/NEA

BOARD OF EDUCATION

By

By

Elaine Miller  
Its President

James W. Conkling  
Its President

By

By

Brenda D. Valent  
Its Vice President

Nancy J. Murphy  
Its Secretary

By

By

William H. Dunn  
Its Secretary-Treasurer

Charles L. Long  
Its Superintendent

Schedule A

SCHOOL CALENDAR FOR CERTIFIED PERSONNEL FOR 1994-1995

September	5	-----	Labor Day
September	6	-----	Teacher Preparation Day
September	7	-----	Mini Student Schedule AM only Teacher Preparation PM only
September	8	-----	First full day for students
November	11	-----	End of first marking period
November	16	-----	Report to parents
November	23	-----	All School close at end of day Thanksgiving Recess
November	28	-----	Schools reopen
December	23	-----	All schools close at end of day Winter vacation
January	9	-----	Schools Reopen
January	27	-----	End of first semester Students AM Records PM
January	30	-----	Begin second semester
February	1	-----	Report to parents
March	31	-----	End of third marking period
April	12	-----	Report to parents
April	13	-----	All schools close at end of day Spring Vacation
April	24	-----	Schools reopen
May	29	-----	Memorial Day Recess
June	8	-----	Graduation
June	15	-----	End of Semester Students AM Records PM
June	16	-----	Records Day

Schedule A

SCHOOL CALENDAR FOR CERTIFIED PERSONNEL FOR 1995-1996

September	4	-----	Labor Day
September	5	-----	Teacher Preparation Day
September	6	-----	Mini Student Schedule AM only Teacher Preparation PM only
September	7	-----	First full day for students
November	3	-----	End of first marking period
November	10	-----	Report to parents
November	22	-----	All School close at end of day Thanksgiving Recess
November	27	-----	Schools reopen
December	22	-----	All schools close at end of day Winter vacation
January	8	-----	Schools Reopen
January	26	-----	End of first semester Students AM Records PM
January	29	-----	Begin second semester
February	2	-----	Report to parents
March	29	-----	End of third marking period
April	4	-----	Report to parents
April	4	-----	All schools close at end of day Spring Vacation
April	15	-----	Schools reopen
May	27	-----	Memorial Day Recess
June	6	-----	Graduation
June	13	-----	End of Semester Students AM Records PM
June	14	-----	Records Day



Schedule A

SCHOOL CALENDAR FOR CERTIFIED PERSONNEL FOR 1996-1997

September	2	-----	Labor Day
September	3	-----	Teacher Preparation Day
September	4	-----	Mini Student Schedule AM only Teacher Preparation PM only
September	5	-----	First full day for students
November	1	-----	End of first marking period
November	8	-----	Report to parents
November	27	-----	All School close at end of day Thanksgiving Recess
December	2	-----	Schools reopen
December	20	-----	All schools close at end of day Winter vacation
January	6	-----	Schools Reopen
January	24	-----	End of first semester Students AM Records PM
January	27	-----	Begin second semester
January	31	-----	Report to parents
March	27	-----	End of third marking period
March	27	-----	All schools close at end of day Spring Vacation
April	7	-----	Schools reopen
April	11	-----	Report to parents
May	26	-----	Memorial Day Recess
June	5	-----	Graduation
June	12	-----	End of Semester Students AM Records PM
June	13	-----	Records Day

Schedule A

SCHOOL CALENDAR FOR CERTIFIED PERSONNEL FOR 1997-1998

September	1	-----	Labor Day
September	2	-----	Teacher Preparation Day
September	3	-----	Mini Student Schedule AM only Teacher Preparation PM only
September	4	-----	First full day for students
November	7	-----	End of first marking period
November	14	-----	Report to parents
November	26	-----	All School close at end of day Thanksgiving Recess
December	1	-----	Schools reopen
December	19	-----	All schools close at end of day Winter vacation
January	5	-----	Schools Reopen
January	23	-----	End of first semester Students AM Records PM
January	26	-----	Begin second semester
January	30	-----	Report to parents
March	27	-----	End of third marking period
April	3	-----	Report to parents
April	9	-----	All schools close at end of day Spring Vacation
April	20	-----	Schools reopen
May	25	-----	Memorial Day Recess
June	4	-----	Graduation
June	11	-----	End of Semester Students AM Records PM
June	12	-----	Records Day

Schedule A

SCHOOL CALENDAR FOR CERTIFIED PERSONNEL FOR 1998-1999

September	7	-----	Labor Day
September	8	-----	Teacher Preparation Day
September	9	-----	Mini Student Schedule AM only Teacher Preparation PM only
September	10	-----	First full day for students
November	13	-----	End of first marking period
November	18	-----	Report to parents
November	25	-----	All School close at end of day Thanksgiving Recess
November	30	-----	Schools reopen
December	18	-----	All schools close at end of day Winter vacation
January	4	-----	Schools Reopen
January	29	-----	End of first semester Students AM Records PM
February	1	-----	Begin second semester
February	3	-----	Report to parents
April	1	-----	End of third marking period
April	1	-----	All schools close at end of day Spring Vacation
April	12	-----	Schools Reopen
April	14	-----	Report to parents
May	31	-----	Memorial Day Recess
June	10	-----	Graduation
June	17	-----	End of Semester Students AM Records PM
June	18	-----	Records Day

Schedule A

SCHOOL CALENDAR FOR CERTIFIED PERSONNEL FOR 1999-2000

September 6	-----	Labor Day
September 7	-----	Teacher Preparation Day
September 8	-----	Mini Student Schedule AM only Teacher Preparation PM only
September 9	-----	First full day for students
November 12	-----	End of first marking period
November 17	-----	Report to parents
November 24	-----	All School close at end of day Thanksgiving Recess
November 29	-----	Schools reopen
December 17	-----	All schools close at end of day Winter vacation
January 3	-----	Schools Reopen
January 28	-----	End of first semester Students AM Records PM
January 31	-----	Begin second semester
February 2	-----	Report to parents
April 1	-----	End of third marking period
April 13	-----	Report to parents
April 14	-----	All schools close at end of day Spring Vacation
April 25	-----	Schools Reopen
May 29	-----	Memorial Day Recess
June 9	-----	Graduation
June 16	-----	End of Semester Students AM Records PM
June 17	-----	Records Day

## SCHEDULE B

### Salary Schedule Increases

- 1992-93 The salary schedule for the 1992-93 school year shall be determined by multiplying the 1991-92 salary schedule by 1.02. Longevity payments were paid at the end of the 1992-93 school year.
- 1993-94 The salary schedule for the 1993-94 school year shall be determined by multiplying the 1992-93 salary schedule by 1.02. Longevity payments were paid at the end of the 1993-94 school year.
- 1994-95 The salary schedule for the 1994-95 school year shall be determined by adding the 21 year experience step longevity payment schedule to the 9th or 10th step, as appropriate, to the 1991-92 salary schedule and multiplying said result by 1.03, multiplying said result by 1.03 and multiplying said result by 1.03.
- 1995-96 The salary schedule for the 1995-96 school year shall be determined by multiplying the 1994-95 salary schedule by 1.03.
- 1996-97 The salary schedule for the 1996-97 school year is the same as the salary schedule for the 1995-96 school year.
- 1997-98 The salary schedule for the 1997-98 school year shall be determined by multiplying the 1996-97 salary schedule by 1.03.
- 1998-99 The salary schedule for the 1998-99 school year shall be determined by the following formula:
- Salary schedule is capped at 1.025 of the 1997-98 salary schedule.
- The salary schedule increase shall be the greater of true dollar value of the State Basic Foundation Grant growth of Dearborn Heights School District No. 7 as a percentage compared with the prior year (September - September) or the CPI (Consumer Price Index and Cost of Living Increases for Urban Wage Earners and Clerical Workers--Detroit base) comparing June to June of the prior year, not to exceed 1.025.
- 1999-2000 The salary schedule for the 1999-2000 school year shall be determined by the following formula:
- Salary schedule is capped at 1.025 of the 1998-99 salary schedule.
- The salary schedule increase shall be greater of true dollar value of the State Basic Foundation Grant growth of Dearborn Heights School District No. 7 as a percentage compared with the prior year (September - September) or the CPI (Consumer Price Index and Cost of Living Increases for Urban Wage Earners and Clerical Workers--Detroit based) comparing June to June of the prior year, not to exceed 1.025.

1992-93 SCHOOL YEAR

STEP	BA	BA+15	MA	MA+15	MA+30	DOC
0	29,295	30,578	33,146	34,168	35,210	36,255
1	31,308	32,490	34,827	35,983	37,137	38,286
2	32,901	34,168	36,726	37,985	39,253	40,518
3	34,439	35,814	38,592	39,966	41,344	42,745
4	36,121	37,628	40,710	42,220	43,733	45,276
5	37,825	39,469	42,821	44,479	46,126	47,802
6	39,640	41,453	45,135	46,977	48,790	50,634
7	41,295	43,240	47,472	49,452	51,437	53,387
8	43,184	45,245	49,696	51,764	53,824	55,889
9	45,989	47,887	51,958	54,070	56,211	58,363
10			55,009	56,905	57,922	60,504

1993-94 SCHOOL YEAR

STEP	BA	BA+15	MA	MA+15	MA+30	DOC
0	29,881	31,189	33,809	34,851	35,915	36,980
1	31,934	33,140	35,523	36,702	37,880	39,051
2	33,559	34,851	37,461	38,744	40,038	41,329
3	35,128	36,531	39,364	40,765	42,171	43,600
4	36,844	38,380	41,524	43,064	44,607	46,181
5	38,581	40,258	43,677	45,369	47,049	48,758
6	40,433	42,282	46,038	47,917	49,765	51,646
7	42,121	44,105	48,421	50,441	52,465	54,455
8	44,047	46,150	50,690	52,799	54,901	57,007
9	46,909	48,845	52,997	55,152	57,335	59,531
10			56,109	58,043	59,080	61,714

1994-95 SCHOOL YEAR

STEP	BA	BA+15	MA	MA+15	MA+30	DOC
0	31,384	32,758	35,509	36,604	37,721	38,840
1	33,540	34,807	37,310	38,548	39,785	41,016
2	35,247	36,604	39,345	40,693	42,051	43,407
3	36,895	38,368	41,343	42,815	44,292	45,793
4	38,697	40,311	43,613	45,230	46,851	48,504
5	40,522	42,283	45,874	47,651	49,415	51,211
6	42,467	44,408	48,353	50,327	52,268	54,244
7	44,239	46,323	50,87	52,978	55,104	57,193
8	46,263	48,471	53,240	55,455	57,662	59,874
9	51,317	53,435	55,662	57,925	60,219	62,525
10			61,382	63,497	64,633	67,514



1995-96 SCHOOL YEAR

STEP	BA	BA+15	MA	MA+15	MA+30	DOC
0	32,326	33,741	36,575	37,702	38,853	40,005
1	34,546	35,851	38,429	39,705	40,979	42,246
2	36,304	37,702	40,525	41,914	43,313	44,710
3	38,002	39,519	42,584	44,100	45,620	47,167
4	39,858	41,520	44,921	46,587	48,256	49,959
5	41,737	43,552	47,250	49,080	50,898	52,747
6	43,741	45,741	49,804	51,836	53,836	55,871
7	45,556	47,713	52,382	54,567	56,757	58,909
8	47,651	49,925	54,837	57,118	59,392	61,670
9	52,856	55,039	57,332	59,663	62,026	64,400
10			63,223	65,402	66,572	69,540

1996-97 SCHOOL YEAR

STEP	BA	BA+15	MA	MA+15	MA+30	DOC
0	32,326	33,741	36,575	37,702	38,853	40,005
1	34,546	35,851	38,429	39,705	40,979	42,246
2	36,304	37,702	40,525	41,914	43,313	44,710
3	38,002	39,519	42,584	44,100	45,620	47,167
4	39,858	41,520	44,921	46,587	48,256	49,959
5	41,737	43,552	47,250	49,080	50,898	52,747
6	43,741	45,741	49,804	51,836	53,836	55,871
7	45,556	47,713	52,382	54,567	56,757	58,909
8	47,651	49,925	54,837	57,118	59,392	61,670
9	52,856	55,039	57,332	59,663	62,026	64,400
10			63,223	65,402	66,572	69,540

1997-98 SCHOOL YEAR

STEP	BA	BA+15	MA	MA+15	MA+30	DOC
0	33,296	34,753	37,672	38,833	40,018	41,205
1	35,583	36,926	39,582	40,869	42,208	43,513
2	37,394	38,833	41,741	43,171	44,612	46,051
3	39,142	40,704	43,861	45,423	46,989	48,582
4	41,053	42,766	46,269	47,985	49,704	51,458
5	42,989	44,858	48,667	50,552	52,425	54,329
6	45,503	47,113	51,298	53,392	55,453	57,548
7	46,933	49,144	53,954	56,204	58,460	60,676
8	49,080	51,423	56,482	58,832	61,174	63,520
9	54,442	56,690	59,052	61,453	63,886	66,333
10			65,120	67,364	68,569	71,626

## SCHEDULE B-1

### Additional Compensation for Extra Duties

#### SENIOR HIGH SCHOOL

<u>Title of Position *</u>	<u>Compensation</u>
Band (Pre-School, Marching Band, Concerts)	\$1,000
Cheerleaders	850
Drill Team	700
Forensic - Debate	575
Junior Class Advisor	500
National Honor Society	600
Newspaper/Yearbook	**700
Senior Class Advisor	500
Ski Club	400
Sophomore Class Advisor	500
Student Council	600
Varsity Club	400
Wrestlerettes	400
Drama	(per play) 800
Open Club	400
Open Club	400

#### MIDDLE SCHOOL

Band (Concerts and Parade)	550
Cheerleaders	600
Drama	(per play) 450
Newspaper	450
Photography	400
Student Council	450
Open	400
Open	400

#### ELEMENTARY

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

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

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

SCHEDULE B-2

Additional Compensation for Coaching Duties

A. The following activities shall be paid on the indicated percent of the B.A. Zero Salary Step. Compensation will consist of separate checks made in two (2) equal payments; the first to be at mid-season and the second at completion of the activity.

B. Posting of athletic positions will be in each building and will be done approximately one (1) month after the season concludes. These dates are as follows:

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

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

C. Coaching positions will be appointed on a continuing basis unless a review of their performance proves unsatisfactory or the coach resigns. This is not to imply that there is tenure in a coaching position.

D. If, during the course of the activity, the enrollment drops below a determined number, the Board of Education shall have the right to terminate the activity and pay a pro-rated amount of remuneration.

E. Coaches may attend clinics during the school year with approval of their principal. Each coach upon approval shall receive a total of Forty-Five Dollars (\$45.00) for these clinics to help cover expenses. In addition, a coach shall be paid car allowance as set forth in ARTICLE XXII when using his/her personal car to attend said clinics.

F. With the principal's approval, coaches and sponsors may be dismissed early. However, it is the responsibility of each coach and sponsor to provide his/her own substitute at least one (1) day prior to the requested time. These substitutes shall be paid the sum of Seven Dollars (\$7.00) per hour.

G. Coaching compensation shall be as follows:

1. SENIOR HIGH SCHOOL  
Boy's Athletics

<u>Football</u>	<u>Percent</u>
(1) Head Coach	11.8%
(2) Assistants	8.93
(3) Reserve	8.93

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

<u>Basketball</u>	<u>Percent</u>
(1) Head Coach	11.38%
(2) Reserve	8.83

Wrestling

(1) Head Coach	11.38
(1) Reserve	8.83

Baseball

(1) Head Coach	10.51
(1) Reserve	8.35

Track

(1) Head Coach	10.51
(1) Reserve	8.35
(1) Cross Country Head Coach	7.20

Swimming

(1) Head Coach	10.51
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SENIOR HIGH SCHOOL

Girls' Athletics

(1) Head Coach - Softball	10.51
(1) Head Coach - Volleyball	7.20
(1) Head Coach - Basketball	11.38
(1) Reserve Coach - Basketball	8.83
(1) Head Coach - Speed Swimming	10.51
(1) Head Coach - Track	10.51

MIDDLE SCHOOL

Boy's Athletics

Football

(3) 7th/8th Grade Coaches	7.00
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SCHEDULE B-2 Additional Compensation for Coaching Duties (continued)

<u>Basketball</u>	<u>Percent</u>
(1) 7th/8th Grade Coach	7.00%

<u>Baseball</u>	
(1) 7th/8th Grade Coach	7.00

<u>Wrestling</u>	
(1) Middle School Coach	7.00

<u>Track (Boys and Girls)</u>	
(1) Middle School Coach	7.00

MIDDLE SCHOOL  
Girl's Athletics

(1) Basketball Coach - Varsity	7.00
(1) Volleyball Coach - Varsity	5.00
(1) Softball Coach - Varsity	7.00

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

LETTER OF UNDERSTANDING

STUDENT CONTACT HOURS

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

WAYNE COUNTY MEA/NEA

BY \_\_\_\_\_

DEARBORN HEIGHTS SCHOOL  
DISTRICT NO. 7

BY \_\_\_\_\_

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



LETTER OF UNDERSTANDING

IT IS UNDERSTOOD that in addition to the School Calendar requirements, teachers subject to Section 1526 of the School Code (MCL 380.1526), shall be required to attend fifteen (15) days of professional development over the three (3) years of their professional development training. Such professional development will be paid for by the Employer.

WAYNE COUNTY MEA/NEA

BY \_\_\_\_\_

DEARBORN HEIGHTS SCHOOL  
DISTRICT NO. 7

BY \_\_\_\_\_

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

LETTER OF UNDERSTANDING

IT IS UNDERSTOOD that the High School Athletic Director position is a non-unit position. During the duration of the 1992-1998 collective bargaining agreement this position will not be made full-time.

WAYNE COUNTY MEA/NEA

BY \_\_\_\_\_

DEARBORN HEIGHTS SCHOOL  
DISTRICT NO. 7

BY \_\_\_\_\_

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

LETTER OF UNDERSTANDING

IT IS UNDERSTOOD that the grievance filed in case No. 1440-9394-D7-58 is granted with prejudice and without precedent, the grievances in case Nos. 1437-9394-D7-55, 1438-9394-D7-56, 1439-9394-D7-57, and 1441-9394-D7-59 will continue and all other grievances are withdrawn with prejudice and without precedent.

WAYNE COUNTY MEA/NEA

BY \_\_\_\_\_

DEARBORN HEIGHTS SCHOOL  
DISTRICT NO. 7

BY \_\_\_\_\_

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

LETTER OF UNDERSTANDING

ELEMENTARY CLASS SIZE

Elementary class size limits, as outlined in ARTICLE VII, may be exceeded by no more than two (2) pupils per grade level per building. Deviations from these standards shall be allowed with agreement between the Employer and the WC-MEA/NEA Uniserv Director George R. Trudell or his successor.

It is understood that this letter replaces that of September 26, 1994, and the terms and conditions of this letter terminate by its own terms on June 30, 2000.

WAYNE COUNTY MEA/NEA

BY \_\_\_\_\_

DEARBORN HEIGHTS SCHOOL  
DISTRICT NO. 7

BY \_\_\_\_\_

SIGNED IN ALLEN PARK, MICHIGAN THIS 26TH DAY OF MARCH, 1996.

LETTER OF UNDERSTANDING

Based on the state mandates for student instructional contact time equating to 990 hours for the 1995-96 school year, the following schedules will be implemented as a result of the negotiated settlement between Dearborn Heights Education Association/Wayne County MEA/NEA and the Board of Education of Dearborn Heights School District No. 7:

1. The elementary student schedule for the 1995-96 school year shall include ten (10) additional minutes at the start of the school day, five (5) additional minutes at lunch, and ten (10) additional minutes at the end of the school day.

Elementary Schedule

Entry Bell	8:15 a.m.
Instruction Begins	8:20 a.m.
Instruction Ends	11:30 a.m.
Lunch Break	11:30 a.m. - 12:20 p.m.
Passing Time	12:20 - 12:25 p.m.
Instruction Begins	12:25 p.m.
Instruction Ends	2:45 p.m.

2. The middle school schedule will need to have the academic classes extended by six (6) additional minutes each over current schedule per academic hour so that five (5) academic classes which are scheduled for 50 minutes per class are extended to 56 minutes per class in order to meet the minimum state mandates. The Union recognizes that Management does have the prerogative, based on Article V, Section B (1) of the Master Agreement, to make this contact time six (6), 45 minute classes plus the additional current negotiated contact time in the schedule in order to meet the state minimum of 990 hours.

DEARBORN HEIGHTS SCHOOL  
DISTRICT NO. 7

WAYNE COUNTY MEA/NEA

BY \_\_\_\_\_

BY \_\_\_\_\_

SIGNED IN DEARBORN HEIGHTS, MICHIGAN THIS 17TH DAY OF FEBRUARY, 1995.

