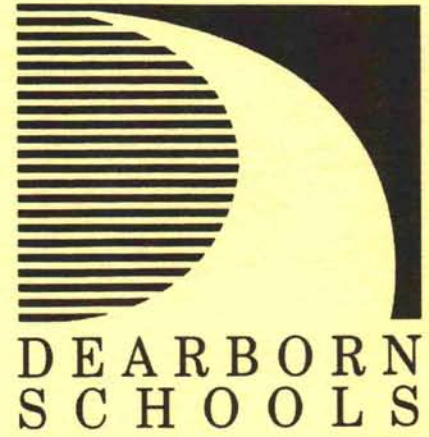


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6/30/2000

**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**



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



1997-2000

Dearborn Public Schools

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

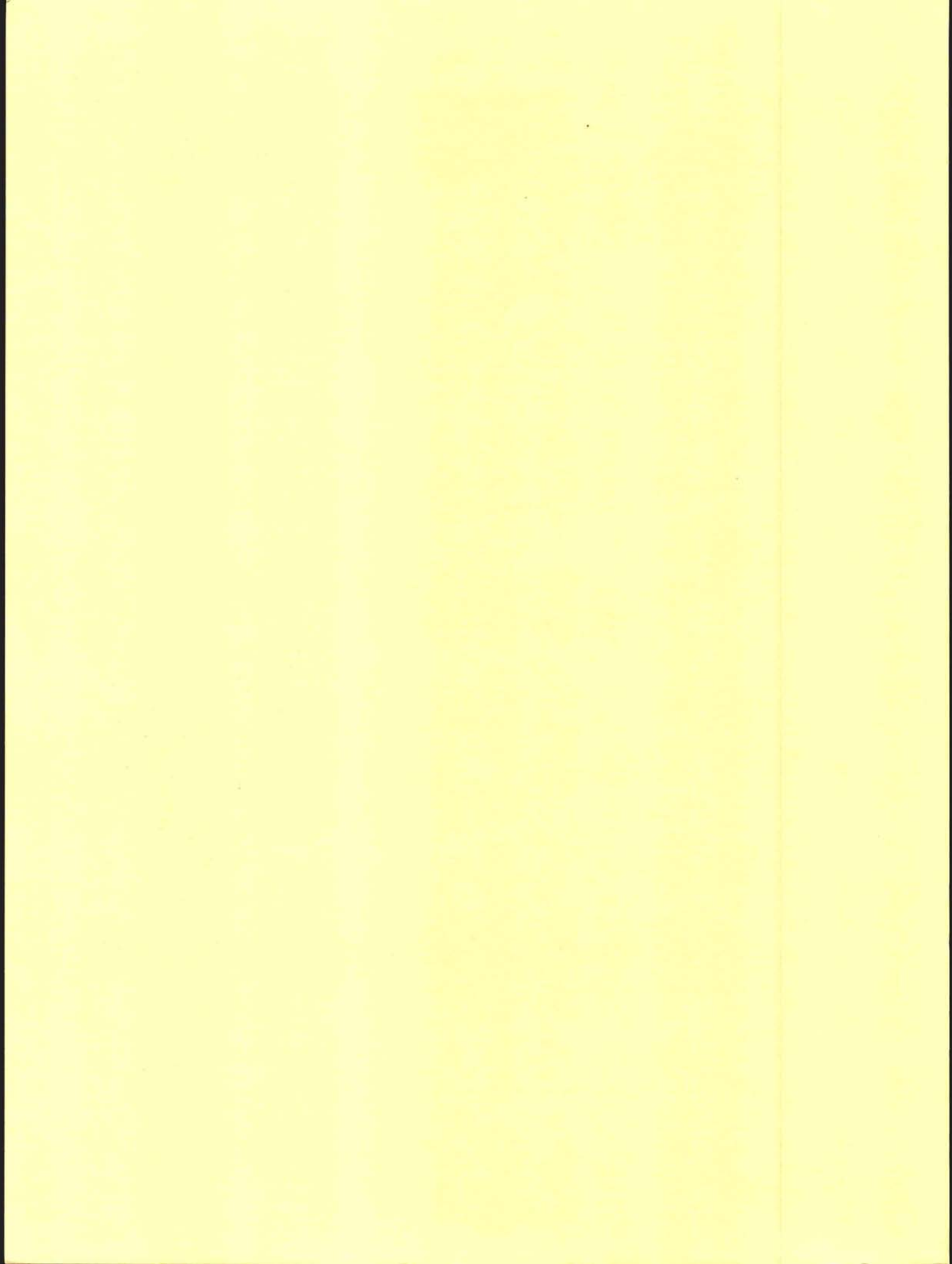


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1 AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION
2 AND THE DEARBORN FEDERATION OF TEACHERS
3 (Local NO. 681, A.F.T.)
4 1997-2000
5
6

7 This agreement is made by and between the Board of Education of the School District of the
8 City of Dearborn (hereinafter called the "Board"), and the Dearborn Federation of Teachers,
9 Local 681, (hereinafter referred to as the "Union"). The Dearborn Federation of Teachers is an
10 affiliate of the Michigan Federation of Teachers and the American Federation of Teachers.
11

12 ARTICLE I - RECOGNITION
13

14 A. The Board recognizes the Union as the exclusive bargaining representative for all
15 personnel in the bargaining unit described as follows:
16

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

34 B. The Board and the Union agree to comply with applicable Equal Employment Oppor-
35 tunity laws.
36

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

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

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

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

21 ARTICLE II - BOARD OF EDUCATION RIGHTS 22

- 23 A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains
24 and reserves unto itself, without limitation, all powers, rights, authority, duties and
25 responsibilities conferred upon and vested in it by the laws and the Constitution of the
26 State of Michigan, and of the United States.
27
- 28 B. The exercise of these powers, rights, authority, duties and responsibilities by the Board
29 and the adoption of such rules, regulations and policies as it may deem necessary shall
30 be limited only by the specific and express terms of this Agreement.
31
- 32 C. Such rights shall include by way of illustration and not by way of limitation the
33 District's right to: the Executive and Administrative management of the school system,
34 its employees, its properties and its facilities; the hiring of all teachers and to determine
35 the qualifications and conditions of their continued employment, including the right to
36 evaluate, demote, dismiss, transfer, or layoff teachers, limited only by the laws of the
37 State of Michigan and the specific provisions of this Agreement; establish grade levels,
38 marking systems, hours, courses in instruction, and special programs of a curricular and
39 extracurricular nature, all as deemed necessary or advisable by the School District;
40 implement means and methods of instruction; determine class schedules, teacher duties,
41 assignments and professional responsibilities; adopt, revise and enforce personnel
42 policies and operational procedures so long as such policies and procedures do not
43 conflict with the specific provisions of this Agreement. All matters contained in this
44 Agreement and/or exercise of any such rights of the School District are not subject to
45 further negotiations between the parties during the term of this Agreement.
46
47
48
49

1 ARTICLE III - AGENCY SHOP

- 2
- 3 A. As a condition of employment, each member of the Bargaining Unit, beginning with
4 the first complete month following a date thirty calendar days after employment in the
5 Bargaining Unit, and monthly thereafter during September through June of each year
6 during the life of this Agreement, shall tender to the Union either periodic and uni-
7 formly required Union dues, or in the alternative, a service charge in an amount
8 equivalent to the periodic and uniformly required Union dues.
9
- 10 B. The effective date for termination of employment of any employee who fails to comply
11 with this Article III shall be the end of the school year in which the employee's failure
12 to comply with this Article III occurs.
13
- 14 C. No employee shall be terminated under this Article III unless:
- 15
- 16 1. The Union first has notified the employee by letter, explaining that he or she is
17 delinquent in not tendering either periodic and uniformly required Union dues or the
18 service charge in an amount equivalent to the periodic and uniformly required
19 Union dues, and specifying the current amount of such delinquency, and warning
20 him or her that unless such dues or service charge or a properly executed authoriza-
21 tion are tendered within thirty calendar days of such notice, he or she will be
22 reported to the Board for termination as provided in this Article III, and
23
- 24 2. The Union has furnished the Board with a copy of the letter sent to the employee
25 and notice that he or she has not complied with the Union's request. When request-
26 ing the Board to terminate the employee, the Union shall further specify the
27 following by written notice:
28
- 29 The Union certifies that
- 30
- 31 _____
- 32 (Name)
- 33
- 34 has failed to tender either the periodic and uniformly required Union dues or service
35 charge required as a condition of continued employment under the collective
36 bargaining agreement and demands that, under the terms of the agreement, the
37 Board shall terminate this employee."
38
- 39 D. The Board agrees that, within five days of the receipt of the notice provided in the last
40 preceding paragraph, it shall notify the employee that his or her services shall be
41 terminated at the end of the current school year, and the Board further agrees that, at the
42 next meeting of the Board after receipt of the said notice, the Board shall, at its option,
43 either adopt a resolution terminating the employment of the employee effective at the
44 end of the current school year, or adopt a resolution initiating Tenure Act proceedings
45 directed toward termination of the employment of the employee effective at the end of
46 the current school year. The Board further agrees that after it has received the said
47 notice it will not accept a checkoff authorization from such employee without the
48 consent of the Union.
49

1 E. If any suit or proceeding of any kind shall be brought against the Board at any time
2 before any tribunal in which a teacher or teachers, or any person or organization on his
3 or her behalf, contests a discharge or discharges under the provision of this Article III,
4 the Union agrees to reimburse the Board, promptly upon demand, for all reasonable
5 legal fees and all expenses of suit incurred by the Board in defending itself in such suit
6 or proceeding, and also for any and all back pay or other damages for which the Board
7 may be adjudged liable in such suit or proceeding. The Union further agrees that if it
8 shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses
9 and damages, the Board shall be entitled, in addition to any other legal remedies, to
10 apply against such indebtedness of the Union to the Board, until paid in full, all
11 membership dues and service charges collected by the Board on behalf of the Union
12 pursuant to the provisions of Article IV of this Agreement. The foregoing shall also
13 apply to any reasonable legal fees and expenses incurred by the Board, and any back
14 pay liability or other damages imposed upon the Board, in any Teachers' Tenure Act
15 proceeding which may be initiated by the Board in order to implement the provisions of
16 this Article III.
17

18 ARTICLE IV - DUES OR SERVICE CHARGE CHECKOFF 19

- 20 A. During the life of this Agreement, the Board will deduct one month's current uniform
21 and periodic Dearborn Federation of Teachers dues or service charge from the pay of
22 each Bargaining Unit employee who voluntarily executes and delivers to the Board
23 appropriate authorization forms as provided by the Dearborn Federation of Teachers.
24
- 25 B. The Dearborn Federation of Teachers will certify the membership dues or service
26 charge and submit same to the Payroll Department for the months of September
27 through June.
28
- 29 C. Payroll deductions shall be made only from the pay due Bargaining Unit employees on
30 the last payday of each calendar month; provided, however, the initial deduction for any
31 employee shall not begin unless both (1) a properly executed "Voluntary Authorization
32 for Deduction of Union Dues" or "Voluntary Authorization for Deduction of Service
33 Charge" and (2) the certification of the Union's financial officer as to the amount of the
34 monthly Union dues or service charge has been delivered to the Board at least fifteen
35 (15) calendar days prior to the last payday of the calendar month.
36
- 37 Changes in the amount of the monthly Union dues or service charge also must be
38 delivered to the Board at least fifteen (15) calendar days prior to the last payday of the
39 calendar month on which the change is to become effective.
40
- 41 D. A Bargaining Unit employee may revoke the "Voluntary Authorization" for deduction
42 of Union dues or service charge at any time by written notification to the Board on a
43 form provided by the Board, provided notice of such revocation is given to the Union.
44 Payroll deductions shall terminate when a revocation has been delivered to the Board at
45 least thirty (30) calendar days prior to the last payday of the calendar month.
46
47
48
49

1 E. All sums deducted by the Board shall be remitted to the financial officer of the Union
2 once each month by the fifteenth calendar day of the month in which the deductions
3 were made, together with a list of names and the amount deducted for each employee
4 for whom a deduction was made.
5

6 F. The Board shall not be liable to the Union by reason of this Article IV for the remit-
7 tance or payment of any sum other than that constituting actual deductions made from
8 the pay earned by the employee. In addition, the Union shall indemnify and save the
9 Board harmless from any liability resulting from any and all claims, demands, suits or
10 any other action arising from compliance with this Article IV, or in reliance on any list,
11 notice, certification or authorization furnished under this Article IV.
12

13 G. The Board agrees that it will not, during the life of this Agreement, deduct dues or
14 service charges from Bargaining Unit employees for any organization other than the
15 Dearborn Federation of Teachers.
16

17 ARTICLE V - APPOINTMENT OF NEW TEACHERS 18

19 A. All teachers shall be properly certificated, licensed or approved as required by law and
20 shall be subject to the state Teacher Tenure Act. The parties agree that it is education-
21 ally desirable for all newly hired teachers to have the minimum of a BA Degree.
22

23 B. Information regarding certification, majors and minors, endorsements, and licensing of
24 newly appointed teachers shall be sent to the Union office within a reasonable period of
25 time.
26

27 ARTICLE VI - COMMITTEES 28

29 A. All systemwide committees in the Dearborn School System will be authorized by the
30 Superintendent of Schools.
31

32 B. Curriculum development is the responsibility of all teachers and all administrators
33 working together. Therefore, all systemwide curriculum committees will have com-
34 bined membership of teachers and administrators. Systemwide committee appoint-
35 ments, coordination of curriculum committee activities, and the implementation of
36 curriculum committee recommendations will be the responsibility of the appropriate
37 administrator. The Administration's decision regarding such recommendations shall be
38 made known to the appropriate committee chairperson. Should any of the recommen-
39 dations not be approved, the Administration shall state the reason(s), in writing, which
40 justify the rejection.
41

42 C. The employer shall attempt to provide the Union by the fourth Monday of each
43 semester, with a list of all systemwide committees operative in the school system.
44 Upon request, the President of the Union or his or her designee will be provided with
45 the opportunity to discuss with the appropriate administrator the composition and
46 functions of the committee in order to assure that such committees do not intrude upon
47 the prerogatives of the Union as recognized by law.
48
49

- 1 D. Written requests for occasional released time for a systemwide committee chairperson
2 may be addressed to the appropriate Director for Instructional Services and may be
3 granted in cases where the Director, in his or/her discretion, considers the released time
4 necessary.
5
- 6 E. Committees dealing with wages, hours and working conditions shall be composed of
7 the same number of representatives from the Administration and the Union. Teacher
8 representatives will be appointed only after consultation with the Union, and thereafter
9 the Union shall be notified of all such appointments.
10
- 11 F. The teacher members of the Professional Staff Development Policy Board shall be
12 selected by the Dearborn Federation of Teachers after consultation with the Administra-
13 tion.
14
- 15 G. The Director of Division of District Operations shall schedule meetings of an advisory
16 safety committee at least four times per year to discuss employee safety hazards and
17 safety practices in the District. The Union shall have a representative on this commit-
18 tee. The Administration and the Union shall continue to cooperate in implementing and
19 maintaining all health and safety rules and practices.
20
- 21 H. The Vocational Classroom Conditions Committee shall be comprised of no fewer than
22 two (2) vocational teachers and two (2) representatives from the Administration. The
23 committee shall convene at the call of the administrative chairperson and shall meet no
24 fewer than two (2) times a year. The committee recommendations shall be made to the
25 appropriate Director for Instructional Services.
26

27 ARTICLE VII - PROFESSIONAL RESPONSIBILITIES OF TEACHERS 28

29 The "Teacher's Day" shall include acceptance of responsibility for supervision of the arrival
30 and departure of students, attendance at scheduled faculty committee meetings, preparation for
31 the performance of professional classroom responsibilities, availability for student and parent
32 conferences at times mutually agreeable to the parties concerned, and attendance at an annual
33 school Open House, based upon past practice, or Kindergarten Roundups where applicable.
34 Teachers shall continue the tradition of voluntary participation in parent-teacher activities. It is
35 also understood that other school-related activities require teacher attendance, including for
36 illustration but not limited to, attendance at any school athletic contests, school dances and
37 plays, provided that such activities are reasonably related to the legitimate function of the
38 educational institution and provided that a reasonable number of such assignments are
39 equitably distributed among the teachers in a given building and that the preference of teachers
40 involved will be observed whenever possible. There will be no change in the implementation
41 of Article VII as a result of the addition of any newly created girls' interscholastic athletic
42 activities.
43

44 Such teacher attendance recognizes the educational value of the activity and/or program and is
45 solely professional in nature. Professional in this context means that the teacher shall evidence
46 the same concern for students as is evidenced in the regular classroom experience with the
47 same degree of administrative support for the teacher's conduct as would reasonably apply in
48 the teacher's regular classroom experience.
49

1 The Board and the Union recognize that a teaching assignment involves classroom instruction
2 time, planning and conference time, general supervision of students time, lunch time and travel
3 time for those with an assignment in more than one building in one day.
4

5 The Board and the Union further recognize that teachers take their responsibility to students
6 very seriously and, thus, arrive well before students arrive and leave well after students depart.
7 Teachers fully satisfy their professional and contractual duty (under Article VII paragraph 1
8 above) to supervise "the arrival and departure of students," and use their time to meet with
9 students and parents on a reasonable basis.
10

11 To further clarify and establish minimum guidelines to describe the school day, the Board and
12 the Union agree that teachers will normally and routinely be available ten (10) minutes before
13 classes begin and ten (10) minutes after classes end. If there is to be any departure from the
14 foregoing norm, such changes will be arranged and scheduled with the building principal in
15 various combinations (fifteen (15) minutes before/five (5) minutes after), but in no event for
16 less than five (5) minutes before and five (5) minutes after the school day defined above. When
17 extenuating circumstances exist, i.e. coaching assignments, graduate class, the teacher may
18 have the option of leaving immediately after students have been dismissed. However, their day
19 would begin ten (10) minutes before the arrival of students.
20

21 The Administration will schedule, and teachers will attend, one-half day of inservice in the first
22 semester and one-half day of inservice in the second semester wherein students will be
23 dismissed during the aforesaid one-half day inservice. It is contemplated that where inservice
24 is accomplished by way of dismissal of students for one-half day inservice will be scheduled
25 for varying times for elementary school, middle school and high school and will be scheduled
26 generally as follows:
27

28	Elementary School	1:00 p.m. - 4:30 p.m.
29	Middle School	12:20 p.m. - 3:50 p.m.
30	High School	11:40 a.m. - 3:10 p.m.

31
32 Departmental and Faculty meeting days will be reserved as follows:
33

- 34 - the first Monday of each month will be reserved for departmental meetings;
- 35 - the second and fourth Mondays of each month will be reserved for staff meetings; the
- 36 third Monday of each month will be reserved for union building meetings;
- 37 - the fifth Monday of the month will be reserved for staff meetings subject to the mutual
- 38 agreement of the parties.
39

40 Faculty and building departmental meetings will typically begin ten minutes after the conclu-
41 sion of the school day and will generally last no longer than one to one and one-half hours.
42 Teachers assigned to district wide departments will attend monthly staff meetings as called by
43 the appropriate administrator. District wide departmental meetings may be scheduled on the
44 first Monday of the month or on another day as mutually agreed upon by the staff involved.
45 These meetings will generally last no longer than one to one and one-half hours.
46

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

1 A. Elementary Teachers

- 2
- 3 1. Elementary teachers shall be scheduled for a minimum of 240 minutes planning
- 4 time per week.
- 5
- 6 2. It is the intent of the Board of Education to continue with the current practice of
- 7 providing special area classes for elementary students.
- 8

9 At the later elementary level (grades 4-5), special area classes are currently

10 provided as follows: two art periods of forty-five (45) minutes each per week,

11 two music periods of thirty (30) minutes each per week and two physical educa-

12 tion periods of forty-five (45) minutes each per week.

13

14 At the early elementary level (grades 1-2-3), special area classes are currently

15 provided as follows: one art period of forty-five (45) minutes per week, two

16 music periods of thirty (30) minutes each per week, one physical education

17 period of thirty (30) minutes per week and one media period of twenty-five (25)

18 minutes per week. An additional eighty (80) minutes per week will be provided

19 in a manner to be determined.

20

21 Kindergarten students are currently provided one art period, one music period

22 and one physical education period of thirty (30) minutes each per week, when-

23 ever possible, utilizing special area teachers assigned to a given building accord-

24 ing to previously established staffing ratios. An additional sixty (60) minutes per

25 week will be provided in a manner to be determined. In no case shall such time

26 assigned to a kindergarten class exceed that provided for an early elementary

27 class. The Administration will review the situation with the Union before a

28 decision is made to alter current practice.

29

30 In elementary grades where music, art, and physical education are assigned, the

31 teacher shall be relieved of duty while such classes are in session for the purpose

32 of using this time as preparation and/or consultation time. However, the past

33 practice shall be continued wherein the classroom teacher and the special area

34 teacher plan together the activities and learning experiences of their students.

35 However, it shall be the responsibility of the classroom teacher to supervise the

36 students on their way to and from special classes.

37

- 38 3. The administrators responsible for the scheduling of special area time shall make
- 39 every reasonable effort to attempt consistency of preparation time for the teachers
- 40 involved and shall attempt the equitable distribution of special area teacher time
- 41 throughout the week.
- 42
- 43 4. Time from morning dismissal until reconvening of afternoon sessions, less thirty
- 44 (30) minutes duty-free lunch, will be considered planning time. Time needed
- 45 beyond that provided at the noon hour to complete the 240 minutes planning time
- 46 must be scheduled at the beginning or end of the day. The principal may, with
- 47 the expressed concurrence of a substantial majority of the early elementary
- 48 teachers involved, alter the scheduling of such preparation and/or consultation
- 49 time, provided that such preparation and/or consultation time is, in the alteration

1 process, neither fragmented nor reduced. Should the alteration process include
2 the provision of additional special area teacher time, the total preparation and/or
3 consultation time granted early elementary teachers shall not exceed that granted
4 later elementary teachers.
5

- 6 5. All elementary teachers will have a minimum of thirty (30) minutes per day for a
7 duty-free lunch period, except in emergency situations as defined in Article VII.
8 C. 2. Teachers having kindergarten assignments in two buildings may be
9 required to travel during lunch or preparation time because of class schedules.
10
- 11 6. Teachers assigned to more than one building during any school day shall be
12 granted the same duty-free lunch period, exclusive of travel time, as that granted
13 to other teachers.
14
- 15 7. For each day that school is in session for a full day, each full-time elementary
16 teacher of art, music, and physical education will be allowed no less than forty
17 (40) minutes each day for consultation and/or preparation during the regular
18 school day with a lunch period equal in length of time to that of the upper
19 elementary teachers. An effort will be made to provide the forty (40) minutes
20 consecutively.
21
- 22 8. Certified and qualified teachers who are presently teaching at the elementary
23 level and who were employed by the Dearborn Public Schools as of June 1, 1983,
24 will be excluded from the requirements of the ZA endorsement resulting from
25 School Board or Administration policies. This provision does not apply if the
26 state or federal government require the change.
27

28 B. Secondary Teachers

- 29 1. All teachers shall be assigned by the building administrator the equivalent of five
30 class periods, a planning period, duty-free lunch period, and (unless excluded
31 under other provisions of this contract) homeroom or other related duties neces-
32 sary for proper supervision of the building. Exceptions to class scheduling may
33 be made in buildings where experimental programs are implemented with the
34 agreement that such scheduling shall not exceed the equivalent of twenty-five
35 (25) class periods per week.
36
37

38 In the case of Middle School, teachers shall be assigned by the building admin-
39 istrator the equivalent of five (5) class periods, a planning period and an interdis-
40 ciplinary team planning period, duty-free lunch period, and (unless excluded
41 under other provisions of this contract) homeroom or other related duties neces-
42 sary for proper supervision of the building.
43

- 44 2. Every effort will be made by the building administrator to avoid the assignment
45 of more than three (3) consecutive class periods. If such assignments are neces-
46 sary, reasonable effort shall be made to notify the teacher of the reason(s) for
47 such assignment.
48
49

- 1 3. In order to provide appropriate programming for students an extended day may
2 be necessary. This may take the form of adding one additional period either prior
3 to and/or following the regular six period day, for a total not to exceed an eight
4 period day. No teacher will be required to work more than six consecutive
5 periods. (The equivalent of five class periods and one preparation period.)
6

7 Assignments for these extended day classes would be announced to staff and
8 insofar as possible be assigned on a voluntary basis. Assignments shall be
9 rotated if possible. If no staff member volunteers, the least senior teacher who is
10 certified and qualified shall receive the assignment. No teacher shall be sched-
11 uled to work, on an involuntary basis, an extended hour either prior to or follow-
12 ing the regular school day, for two consecutive semesters. Teachers teaching an
13 extended day will be granted an early dismissal or late arrival, with the exception
14 that, consistent with current practice, it is the intent of the parties to this agree-
15 ment that teachers teaching extended hours will attend scheduled teacher meet-
16 ings unless excused by the Administration for valid reasons.
17

18 C. All Teachers
19

- 20 1. The grading and/or evaluation of students is primarily the responsibility of the
21 classroom teacher. The Administration shall be responsible for reasonable
22 support of grading and/or evaluation practices of the teachers under their jurisdic-
23 tion. Following consultation with the teacher, the determination of credit or non-
24 credit shall be the responsibility of the Administration.
25
- 26 2. All teachers will have a duty-free lunch period. It is recognized that emergency
27 situations may occasionally arise affecting the health and welfare of students
28 when it might be necessary to ask teacher assistance with the understanding that
29 the lunch period will not be interrupted for assistance in those situations ordi-
30 narily the responsibility of building administrator or noninstructional personnel if
31 such personnel are available.
32
- 33 3. During a teacher's preparation time, arrangement may be made with the appro-
34 priate building administrator should it be necessary for the teacher to leave the
35 premises.
36
- 37 4. Teachers assigned to more than one building shall attend regularly scheduled
38 faculty meetings, in any of the buildings to which they are assigned, upon
39 notification by the appropriate building administrator that their area(s) of respon-
40 sibility is to be discussed, recognizing that their school of primary assignment
41 (home base) is to take precedence in the event of conflict.
42
- 43 5. Prior to decisions as to placement, the departmental systemwide administrator
44 shall convene a meeting for those teachers in said department. At said meeting,
45 the systemwide departmentalized staff shall state in writing their preference for
46 teaching assignments. Decisions as to placement shall take into consideration a
47 teacher's current teaching assignment, the teacher's written stated preference, and
48 systemwide seniority.
49

- 1 6. All disciplinary practices shall be in conformity with applicable provisions of any
2 established and/or published policies or procedures dealing with student conduct.
3

4 Teachers will receive administrative support in their reasonable application of
5 approved measures.
6

- 7 7. A teacher currently employed in a subject assignment may continue in said
8 assignment even though new requirements for that assignment have been estab-
9 lished, provided such person remains in that assignment or unless prohibited by
10 State or Federal law. Upon such teacher's transfer, declaration of surplus, leave,
11 layoff, or other change in present assignment which causes movement to another
12 building, the teacher shall be scheduled into subject areas for which the teacher is
13 certified and qualified.
14

15 The only exception would be for the closing of building. Teachers who cannot be
16 scheduled into their majors or minors would be assigned in areas they are
17 presently teaching and will have three (3) years to meet the requirements of the
18 position. Failure to meet these requirements will result in the teacher being
19 surplus at the end of the three (3) year period.
20

21 D. Coaching and Physical Education Requirements
22

- 23 1. All persons assigned physical education teaching and/or coaching responsibilities
24 must have either a college credit course or an inservice course in the care and
25 prevention of athletic injuries.
26
27 2. All swimming instructors must have and maintain Water Safety Instructor's and
28 Advanced Lifesaving Certificates.
29
30 3. All physical education teachers and/or coaches must have a valid CPR (Cardio-
31 Pulmonary Resuscitation) certificate.
32

33 ARTICLE VIII - SENIORITY
34

- 35 A. A seniority date is a February 1 or September 1 date which, subtracted from the current
36 date, will give the number of years of contractual service as a teacher in the P-12
37 Program of the Dearborn School System.
38

39 The service period of teachers in other districts who may, as a result of annexation,
40 become a part of the Dearborn Public School System, shall be recognized as creditable
41 seniority in all aspects of the contract involving seniority.
42

- 43 B. In the event of a conflict within a given school regarding the assignment of any facility
44 or any teaching position, P-12 seniority shall be the determining factor unless, in the
45 Administration's opinion, specific educational needs supersede such considerations.
46 There shall be three exclusions to the above:
47

- 48 1. Teaching positions dealing with declaration of surplus on or after May 10.
49

- 1 2. Special education and departmental assignments.
- 2
- 3 3. Specific class assignments at the secondary level.
- 4

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

- 8
- 9 C. Annually, the Human Resources Department will prepare for the Union a seniority list
10 of all teachers. In addition, a list for each building, containing names, seniority dates
11 and social security numbers in that building, will be sent to the Union Office on or
12 about November 1 of each school year.

13

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

20

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

26

27 Teachers who resign and are subsequently reappointed will not receive seniority credit
28 for previous years of service.

- 29
- 30 D. Time involved in all professional leave will be counted as creditable service for the
31 purpose of seniority.

- 32
- 33 E. Periods of creditable service of less than one year shall be calculated to the nearest
34 whole semester and the seniority date will be adjusted accordingly. Teachers hired
35 before April 15th of the spring semester or before November 15th of the fall semester
36 receive the full semester's credit for seniority purposes. A teacher who serves in a
37 temporary administrative capacity for more than ten (10) weeks in any twenty (20)
38 week period during the school year will lose seniority for the semester in which the
39 greater portion of time was spent in a temporary administrative capacity. Consistent
40 with past practice, the position left open due to reassignment to temporary administra-
41 tive capacity, may be filled with a substitute teacher.

- 42
- 43 F. When ranking teachers in seniority order, if two (2) or more teachers have the same
44 seniority date, they shall be ranked by the last four (4) digits of their respective social
45 security numbers, the one with the higher number being given higher seniority rank.
- 46
- 47
- 48
- 49

1 For example:

2	<u>Seniority Date</u>	<u>Social Security Number</u>
3		
4	Teacher No. 1	9-1-89 367-20-6500
5	Teacher No. 2	9-1-89 558-30-5999
6	Teacher No. 3	2-1-90 999-99-9999
7	Teacher No. 4	2-1-90 678-90-9234
8	Teacher No. 5	2-1-90 487-65-7233

9
10 G. Procedures for Placement of Displaced Teachers as the Result of Closed Schools.

11
12 1. General Principals

- 13
14 a. Assignment procedures would recognize seniority and qualifications.
- 15
16 b. Positions created at a receiving school(s) as a result of the influx of stu-
17 dents from a school being closed will be open only to teachers from the
18 closed school that is sending the students.
- 19
20 c. Receiving school(s) will declare surplus based upon projected enrollment
21 prior to combining of staffs.
- 22
23 d. Departmental staff such as, but not limited to, music, special education
24 teachers and media specialists would be assigned through the Division of
25 Instructional Services recognizing seniority and qualifications.

26
27 2. Procedures

- 28
29 a. The Administration will determine the distribution of students to receiving
30 school or schools.
- 31
32 b. The Administration will determine the number of teaching positions at the
33 receiving school(s) by applying the appropriate staffing formula to the non-
34 consolidated and consolidated enrollment of the receiving school(s). The
35 number of positions available to staff from the sending school(s) will be
36 determined by subtracting the number of authorized non-consolidated staff
37 from the number of authorized consolidated staff.
- 38
39 c. Principals will survey students' elective choices at both sending and
40 receiving school(s) as soon as possible following Board approval of the
41 closing(s). Principal(s) of receiving school(s) will then determine the
42 numbers of class sections in specific subject areas which will be based
43 upon the student surveys.
- 44
45 d. Meetings will be held at the receiving school(s) which will include the
46 staffs of the sending and receiving schools and representatives of the
47 Department of Human Resources and the D.F.T. Discussion of principles
48 and procedures of consolidation will take place. Forms will be provided to
49 all teachers from sending schools on which they shall express preferences.

1 Data including the projected number of sections to be taught in each
2 department will be provided.

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

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

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

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

27
28 ARTICLE IX - TRANSFER, SURPLUS AND LAYOFF (P-12) .

29
30 A. New Position

31
32 1. Newly created positions will be announced and posted in each school prior to the
33 selection of staff. Five (5) school days shall be allowed for applications from
34 present staff members.

35
36 2. When new teaching positions are established because of special grants from the
37 Federal or State government, or from a foundation, teachers in the bargaining unit
38 will have the first opportunity to fill these teaching positions consistent with job
39 descriptions established for these teaching positions by the Administration. A
40 notice of such position shall be visibly posted near the sign-in sheet for a period
41 of three (3) school days in each school building and department.

42
43 B. Voluntary Transfer

44
45 1. Primary Vacancies

- 1 a. A primary vacancy is one caused by resignation, retirement, death, move-
2 ment outside the bargaining unit, leave where there is no return to the
3 specific teaching position, reassignment to a different job title within the
4 bargaining unit or the addition of teaching positions brought about by
5 increased enrollment.
6

7 The transfer procedure described in this section shall apply only to primary
8 vacancies which become officially known between the opening of school
9 and June 30. In the event of resignation or retirement, official notification
10 is the date of receipt in the Human Resources Office of written notice from
11 the teacher creating the vacancy. In the event of death, the date of official
12 notice will be the date of occurrence.
13

14 No transfer shall effectuate if it shall prevent the return of a teacher serving
15 as a temporary administrator for a period of time not to extend beyond the
16 current school year in which the temporary assignment is made.
17

- 18 b. When a teacher is appointed to a temporary teaching position which ex-
19 tends beyond the beginning of the following school year in which the
20 appointment is made, the vacated teaching position will be classified as a
21 primary one, and the teacher appointed will not have the right to return to
22 the specific position.
23
- 24 c. Before a primary vacancy is open to transfer, such vacancy shall be made
25 known to teachers within the building or systemwide department. A writ-
26 ten bulletin shall be visibly posted near the sign-in sheet in the school
27 office for a period of not less than three (3) work days prior to making a
28 resultant decision related to that vacancy. These posting provisions may be
29 shortened or eliminated if there are fewer than three (3) teacher workdays
30 remaining in the school year.
31
- 32 d. If a resultant realignment of teaching staff within the building or syst-
33 emwide department can be effected to the mutual satisfaction of those
34 being realigned and the Administration, the vacancy which remains shall
35 be declared a primary vacancy open to transfer as defined in this policy,
36 unless this resulting vacancy is necessary for the avoidance of declaration
37 of surplus.
38
- 39 e. If no such agreement can be reached, the vacancy shall become a primary
40 vacancy open to transfer as defined in this policy.
41

42 2. Primary Vacancies (Procedures)
43

- 44 a. Except as outlined below, no teacher shall be denied the right to apply for a
45 transfer between the opening of school and April 1 provided the teacher is
46 qualified according to State Certification requirements. Probationary
47 teachers hired for the 1997-98 school year and thereafter can not request or
48 apply for transfers. However, such probationary teachers may be trans-
49 ferred involuntarily under Article IX. C. and E.

- 1 b. Teachers desiring transfers will file a single application form with the
2 Department of Human Resources. A maximum of seven (7) schools or de-
3 partmental assignments may be designated as choices on the transfer
4 application unless, in the opinion of the Director of Human Resources,
5 special circumstances warrant consideration beyond the maximum of seven
6 (7).

7
8 The Department of Human Resources will forward copies of the appli-
9 cation to the principals of all schools, and/or the administrators responsible
10 for all departments, to which transfer is requested.

11
12 All copies of such applications will be destroyed and/or become invalid on
13 the opening day of school of the year following submission.

14
15 A teacher having a continuing interest in transfer must submit a new
16 application to keep the transfer request active for that school year.

- 17
18 c. If there is only one teacher applicant who meets requirements listed below,
19 the teacher applicant shall be granted an interview before the vacancy is
20 filled.

21
22 If there are two or more applicants, one of the two highest ranking in
23 seniority who meets the requirements listed below will be transferred:

- 24
25 (1) Appropriate certification and qualifications.
26
27 (2) North Central Requirements, if applicable.
28
29 (3) Major (state defined) preparation in the field, if
30 applicable.

31
32 The ability and willingness to accept extra pay assignments shall be
33 preferential consideration.

- 34
35 d. The teacher must accept the transfer within forty-eight (48) hours after the
36 offer has been made by the administration unless he or she has notified the
37 Administration in writing of a desire to withdraw the request before the
38 date on which the transfer is issued. The application of a teacher who
39 withdraws will not apply towards satisfying the requirements in Article IX
40 B. 2c (above).

- 41
42 e. Transfer will be effective at a date determined by the Administration, but
43 not later than September 1 following the occurrence of the vacancy.

44
45 C. Involuntary Transfer

46
47 1. Selection of Surplus Teachers
48
49

1 When teaching staff reduction in a particular building and/or systemwide de-
2 partment is necessary, reasonable efforts for achieving voluntary transfers will be
3 made. In the event there remains an excess of teachers in any school or
4 systemwide department, the following sequence will be followed:
5

6 a. The principal and/or the systemwide departmental administrator will first
7 determine the essential course offerings needed to provide an adequate
8 program. Such a determination process presupposes an opportunity for
9 input from the building teaching staff including a general faculty meeting.

10 A similar opportunity for input will be provided for all systemwide depart-
11 mental teachers.
12

13
14 b. The principal and/or the systemwide departmental administrator will then
15 review the qualifications and certification of the teachers in the building or
16 systemwide department.
17

18 c. A possible realignment of teaching staff utilization will then be thoroughly
19 explored. If possible, teachers with greatest seniority who possess the
20 required qualifications and certification will remain in the building or
21 systemwide department.
22

23 d. The principal or systemwide departmental administrator will then make a
24 list of the teachers who are then to be declared surplus and will submit such
25 list to the Department of Human Resources.
26

27 e. Upon request, the principal and/or systemwide departmental administrator
28 will meet with a representative of the Union and the teacher(s) being
29 declared surplus for the purpose of reviewing the available data upon
30 which the decision was determined.
31

32 2. Assignment of Surplus Teachers 33

34 a. On or about May 10, or January 10, surplus teachers will be provided with
35 a list of existing vacancies. Such teachers shall then have five (5) working
36 days to notify the Department of Human Resources of their preferences for
37 these vacancies.
38

39 b. The requirements for filling vacancies must be met when the assignment of
40 surplus teachers is considered. These are:
41

42 (1) Appropriate certification and qualifications.

43 (2) North Central requirements, if applicable.

44 (3) Major or Minor (defined by Michigan State Teaching Certificate).
45
46
47
48
49

1 c. Those expressing interest may be granted interviews before the vacancy is
2 filled. If seniority is not followed in making the selection, any unsuccessful
3 teacher applicant with more seniority than the teacher selected may,
4 upon request, be given the reason(s) for the Administration's decision in
5 writing.

6
7 d. By the last school day of each semester, the Department of Human Re-
8 sources will make every effort to notify all surplus teachers of their place-
9 ments.

10
11 D. Qualifications

12
13 Qualifications, in respect to the implementation of IX B 2c(1) and IX C 2b(1) shall be
14 restricted to specific, objective, and measurable items that are demonstrably job-related
15 in regard to any position.

16
17 It is the responsibility of the Administration:

- 18
19 (1) to establish the direct relationship between a qualification and a particular
20 position;
21
22 (2) to make known the established qualification to any teacher seeking, or being
23 considered for such a position;
24
25 (3) to assure uniform application of any qualification to all teachers under such
26 consideration.

27
28 The Union or any individual teacher involved may challenge the validity and/or the
29 application of any qualification.

30
31 It is recognized:

- 32
33 (1) that qualifications do exist respecting 7th and 8th grade teaching of particular
34 classes;
35
36 (2) that resource teachers are expected to demonstrate some years of relevant experi-
37 ence as a qualification;
38
39 (3) that qualifications may be imposed by the conditions of a state/federal grant or
40 program.

41
42 E. Other Involuntary Transfers

43
44 It is understood that the Superintendent has the right to reassign a teacher for valid and
45 demonstrable reasons. Upon request, such reasons may be provided in writing. In lieu
46 of a written response, the Superintendent or the Superintendent's designee shall meet
47 with the teacher to discuss the transfer.
48
49

1 F. Layoff

- 2
- 3 1. Should substantial and/or unforeseen changes or other conditions make necessary
- 4 a general reduction in the number of teachers employed by the Board, the Board
- 5 will retain those teachers qualified and certified for existing teaching positions
- 6 having the longest creditable service in the P-12 program. For purposes of this
- 7 article, teachers on leaves of absence are to be considered as current teachers.

8

9 Ties will be broken as per the provisions of VIII F.

- 10
- 11 2. Recall of tenure teachers is subject to the provisions of the Michigan Teacher
- 12 Tenure Act. Order of recall shall be based on P-12 seniority as defined in
- 13 Article VIII B, C, D, E and F of this Agreement.
- 14
- 15 3. When there are no tenure teachers available for recall when vacancies develop,
- 16 probationary teachers who are qualified and certified for the vacancy(ies) shall be
- 17 recalled, based on P-12 seniority as defined in Article VIII B, C, D, E and F of
- 18 this Agreement.

19

20 ARTICLE X - GRIEVANCE PROCEDURE

21

22 A. Definition of Grievance

23

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

25 Said grievance shall be in writing specifying the provision(s) of the contract upon

26 which the grievant(s) is relying.

27

28 B. Statement of Basic Principles

- 29
- 30 1. Every teacher or group of teachers or the Union shall have the right to present
- 31 grievances in accordance with these procedures.
- 32
- 33 2. All discussions shall be kept confidential during procedural stages of the resolu-
- 34 tion of a grievance.
- 35
- 36 3. A teacher who participates in these grievance procedures shall not be subject to
- 37 discipline or reprisal because of such participation.
- 38
- 39 4. The failure of an administrator at any level to communicate a decision to the
- 40 teacher within the proper time limits shall permit the teacher to proceed to the
- 41 next stage within the time allowed had the decision been rendered on time.
- 42
- 43 5. The failure of a teacher to appeal a decision to the next higher stage within the
- 44 proper time limits shall constitute acceptance of the last written decision and shall
- 45 bar future action on that particular grievance, unless a written waiver of time has
- 46 been granted.
- 47
- 48 6. The Union has the right to have representative(s) present at all stages of any
- 49 grievance.

- 1 7. The denial of tenure, or action brought against a teacher under the Tenure Act
2 shall not be considered as falling within the province of the grievance procedure.
3
4 8. A teacher, or group of teachers, shall have the right to be present and/or to be
5 represented, at the teacher's(s') option. If the teacher(s) elects to be represented,
6 the teacher's(s') representative shall be the Union.
7
8 9. Any individual teacher may present grievances to the employer and have the
9 grievances adjusted without intervention of the bargaining representative only if
10 the bargaining representative has been given the opportunity to be present at such
11 an adjustment and if the adjustment is not inconsistent with the terms of the
12 collective bargaining contract or agreement.
13

14 In no event shall the decision on an individual grievance in which the Union was
15 not an active participant be a binding precedent on the Union, nor shall such
16 decision preclude the Union on its own behalf or on behalf of one of its members
17 from processing a grievance on the same or similar issue, said grievance to be
18 considered de novo.
19

- 20 10. Should the matter remain unresolved, the grievance shall proceed pursuant to the
21 procedure prescribed in the "Formal Stages" of this article.
22
23 11. All formal grievances at all stages shall be submitted directly in writing to the
24 Director of Human Resources. The Director of Human Resources will affix a
25 time stamp promptly which will serve to activate the grievance officially. The
26 Director of Human Resources will disseminate copies to all parties involved and
27 will serve as a clearing house for all steps in the grievance process. The Director
28 of Human Resources will discuss with the President of the Union or designee any
29 inadequacies or deficiencies in the filing of the grievance.
30

31 C. Individual Grievance Procedures

32
33 1. PRELIMINARY STAGE
34

35 In the interest of maintaining harmonious relations, the aggrieved teacher will
36 have an oral and unrecorded conference with the building principal upon discov-
37 ery of the grievance and prior to initiating formal written grievance procedures.
38 When an alleged grievance originates with an administrator other than the
39 building principal, the "preliminary stage" shall be with said administrator.
40

41 2. FORMAL STAGES
42

43 Director of Human Resources
44

- 45 a. All grievance(s) shall be recorded on the special grievance form hereinafter
46 set forth. A copy of each grievance must be submitted to the office of the
47 Dearborn Federation of Teachers. Said grievance shall specify the contract
48 provisions which are alleged to have been violated and the remedy sought,
49 signed by the individual teacher grievant(s), addressed to the administra-

1 tor(s) being grieved against, and the white copy forwarded to the Director
2 of Human Resources within fifteen (15) teacher working days of when a
3 reasonably diligent person should have discovered the grievance.
4

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

9 Superintendent (or Superintendent's Designee)
10

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

23 Board of Education Stage
24

- 25 a. If the teacher is dissatisfied with the decision of the Superintendent or
26 designee, the matter may be referred to the Board of Education through the
27 Director of Human Resources within five (5) working days after the receipt
28 of the decision of the Superintendent or designee, unless a written waiver
29 of time has been granted.
30
31 b. The Director of Human Resources shall submit a copy of the grievance and
32 all previous decisions to the President of the Board of Education.
33
34 c. The aggrieved shall have the right to a conference with the Board of
35 Education.
36
37 d. Within thirty (30) working days of the receipt of the grievance, the Board
38 shall meet to arrive at a decision which shall be final unless changed as set
39 forth in subsection e below. Such decision shall be communicated to the
40 teacher in writing through the Director of Human Resources within five
41 (5) working days. In the event that the decision of the Board is favorable
42 to the grievant, the remedy awarded will be implemented within twenty
43 (20) working days, unless in the mutual opinion of the Administration and
44 the Union an extension of this time limit is warranted by the particular
45 circumstances.
46
47
48
49

1 Arbitration

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

17

18 The arbitrator's award shall be final and binding on the Board and the

19 Union and any teachers involved.

20

21 D. Group Grievance Procedures

22

23 PROCEDURE A:

24

25 Teachers in one building or systemwide department who have the same grievance, shall

26 proceed as indicated in 1 or 2 below.

- 27
- 28 1. They must submit a written statement of their grievance to the DFT whose
- 29 responsibility it shall be to advise the aggrieved. All deliberations shall be kept
- 30 confidential. The DFT shall represent the aggrieved teachers only at the request
- 31 of the aggrieved group. The procedures used for group grievances shall begin at
- 32 the first written stage. Regulations established for individual grievances shall
- 33 then be followed by the group.

34

35 OR

- 36
- 37 2. If a group of teachers in one building or systemwide department has the same
- 38 grievance and elects not to be represented by the DFT each member of the group
- 39 shall sign a statement of the grievance and submit such statement to the Director
- 40 of Human Resources. At the conference, the grievance shall be presented by not
- 41 more than three persons chosen by the aggrieved. Regulations established for
- 42 individual grievances shall then be followed by the group.

43

44 PROCEDURE B:

45

46 Teachers in more than one building or systemwide department who have the same

47 grievance shall proceed as indicated in 1 or 2 below.

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

9 OR

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

20 E. Grievance Forms

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

23
24 P-12 GRIEVANCE FORM
25 DEARBORN FEDERATION OF TEACHERS
26 LOCAL NO. 681 A.F.T. (AFL-CIO)
27

28 Date submitted _____

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

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

36 STATEMENT OF GRIEVANCE:
37 REMEDY:
38

39 _____
40 Signature
41

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

44 ARTICLE XI - PROBATIONARY TEACHERS
45

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

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

32 ARTICLE XII - SELECTION OF P-12 SUMMER SCHOOL TEACHERS 33

- 34 A. Application shall be made to the Department of Human Resources on forms provided.
35 Application will be accepted and confirmed according to instructional level: senior
36 high, middle school, upper elementary, primary.
37
- 38 B. If there are more teacher applicants who meet the qualification standards of the North
39 Central Association than there are teacher positions to be filled, preference shall be
40 given in the following order.
41
- 42 1. Teachers presently employed by the Dearborn School System, including those on
43 leave, who are on tenure on February first of the calendar year in which applica-
44 tion is made.
45
 - 46 2. Teachers who have taught in the regular day school program in the designated
47 subject area in the past three (3) years or who have been assigned to the desig-
48 nated subject area for the coming year.
49

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

30
31 C. Posting of priority lists shall be made in all buildings thirty (30) days prior to the first
32 day of the summer school session.

33 34 ARTICLE XIII - ADULT EDUCATION TEACHING

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

39 40 A. Basic Requirements:

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

1 B. Selection Procedure for Teachers in High School Credit and Non-Credit Classes:
2

- 3 1. Applications shall be made to and confirmed by the Department of Human Re-
4 sources at the time such applications are solicited. Notice of same shall be
5 advertised in each school.
6
- 7 2. Notice of night school teaching positions for September through May shall be
8 advertised by April 30 of the preceding session.
9
- 10 3. The Adult Education Department shall be responsible for all appointments. The
11 Department of Human Resources shall prepare and publish a priority list.
12
- 13 4. No regular full-time Dearborn teachers shall teach more than two nights per week
14 without prior approval by the Superintendent of Schools.
15
- 16 5. If there are more teacher applicants who meet the qualification standards of the
17 North Central Association than there are positions to be filled, preference shall be
18 given in the following order:
19
- 20 a. Teachers who are on tenure.
 - 21
 - 22 b. Teachers who have taught in the regular day school program in the desig-
23 nated subject area in the past three years or who have been assigned to the
24 designated subject area for the coming year.
25
 - 26 c. Teachers who have not taught adult night school during the last two
27 sessions.
28
 - 29 d. Teachers who have taught one of the last two sessions of adult night
30 school.
31
 - 32 e. Teachers who have taught the last two sessions of Adult Night School.
33 (Complete, alphabetically arranged teacher lists for the two previous years
34 shall be made available by the respective administrators to the Adult
35 Education Department.)
36
 - 37 f. Above factors being equal, preference will be given to the teachers with
38 senior service in the Dearborn School System.
39
 - 40 g. If a teacher of an adult education class is absent, the Administration shall
41 offer the opportunity to substitute to the applicant(s) next in numerical
42 order on the teacher priority list for that school year who has indicated a
43 willingness to substitute.
44

45 ARTICLE XIV - SELECTION OF DRIVER EDUCATION TEACHERS
46

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

1 B. Teachers who have not taught driver education in Dearborn before shall complete a
2 driver education orientation course not to exceed eight hours.

3
4 C. If there are more qualified (State certified) teacher applicants than there are positions to
5 be filled, preference shall be given in the following order:

6
7 1. Teachers presently employed by the Dearborn School System, including those on
8 leave, who are on tenure on February 1st of the calendar year in which applica-
9 tion is made.

10
11 2. Teachers who have eight (8) semester hours credit in driver education teacher
12 preparation, specifically dealing with the preparation of new drivers and/or traffic
13 safety, approved by the Michigan Department of Education and on file in the
14 Department of Human Resources of the Dearborn School System.

15
16 3. Teachers who have six (6) semester hours credit in driver education teacher
17 preparation, specifically dealing with the preparation of new drivers and/or traffic
18 safety, on file in the Department of Human Resources of the Dearborn School
19 System.

20
21 4. Teachers who have four (4) semester hours credit in driver education teacher
22 preparation, specifically dealing with the preparation of new drivers and/or traffic
23 safety, on file in the Department of Human Resources of the Dearborn School
24 System.

25
26 5. Teachers who have previously taught the course and who have two (2) hours
27 credit in driver education teacher preparation, specifically dealing with the
28 preparation of new drivers and/or traffic safety, on file in the Department of
29 Human Resources of the Dearborn School System.

30
31 6. Teachers who have taught the least number of hours in the last two (2) summer
32 driver education sessions.

33
34 7. Above factors being equal, preference will be given to the teachers with senior
35 service in the system.

36
37 8. No one shall be scheduled for more than six (6) hours in any one work day unless
38 in the judgment of the Administration an extension of this time is necessary.

39
40 If an extension of this time is necessary, seniority shall prevail in the assignment
41 of teachers to these additional hours.

42
43 9. If a teacher of a driver education class is absent, the Administration shall offer the
44 opportunity to substitute to the applicant(s) next in numerical order on the
45 teacher-priority list for that school year, who has indicated a willingness to
46 substitute.

1 ARTICLE XV - LEAVES
2

- 3 A. A leave is a Board approved absence without pay (except for Sabbatical) granted to
4 teachers with provisions for certain rights and responsibilities before, during, and
5 following such absences.
6
7 B. In order for a leave request to be given consideration, it must be submitted to the
8 Department of Human Resources in writing, and within prescribed time limits if
9 applicable for the type of leave requested.
10
11 C. A leave may be rescinded or terminated before the normal expiration date by mutual
12 agreement between the teacher and the Board.
13
14 D. Except as specifically provided, no payment of any kind will be made to or for any
15 teacher while on a leave covered by this contract except that upon request to the
16 Department of Human Resources, a teacher on Advanced Study Leave or Personal
17 Leave - Other (page 28, 2e, line 19) can work as a substitute teacher in the District and
18 receive pay as a substitute teacher.
19

20 E. Leaves will be classified as Professional, Personal, or Civic as follows:
21

- 22 1. Professional
23
24 a. Advanced Study
25 b. Sabbatical
26 c. Exchange Teaching/Assignment
27 d. Foreign Teaching/Assignment
28 e. Military School Teaching/Assignment
29
30 2. Personal
31
32 a. Extended Health
33 b. Care of Immediate Family
34 c. Child Care
35 d. Involuntary Health
36 e. Other
37
38 3. Civic
39
40 a. Military
41 b. Peace Corps/Vista
42 c. Educational Organization
43 d. Government Service
44

45 F. Professional Leaves
46

- 47 1. General Provisions
48
49

- 1 a. A teacher returning from a Professional Leave of one year or less shall
2 return to the specific school left, and to the specific department if applica-
3 ble, or to the appropriate elementary level unless other arrangements are
4 agreed upon by the teacher and the Administration, provided such arrange-
5 ments are not in conflict with other provisions of the contract.
6
7 b. Upon return from Professional Leave during which the conditions of such
8 leave have been fulfilled, a teacher shall receive any regularly scheduled
9 salary increases granted employees in service, including increments, and
10 shall also be subject to any general salary adjustments which may be
11 effected.
12
13 c. Request for extension of leave of absence must be made in writing at least
14 ninety (90) days prior to the end of the final semester of the leave. If a
15 teacher is granted an extension beyond one (1) year, upon return the
16 teacher shall be assigned a position for which the teacher is qualified.
17 Failure to request extension within the time limit prescribed will constitute
18 termination of leave. Failure to request extension or submit intention to
19 return will constitute termination of employment, subject to the provisions
20 of the State Tenure Act.
21
22 d. Accumulated benefits are carried forward from the effective date of leave
23 of absence and are credited upon return to employment at the termination
24 of the leave. Payment for accumulated leave days may not be granted
25 during the term of such leave.
26
27 e. A teacher who has been on a Professional Leave shall not be eligible for
28 another Professional Leave for a three-year period after return.
29
30 f. Application for Professional Leave shall be filed in the Department of
31 Human Resources no later than April 15th or December 1st preceding the
32 semester that the leave shall become effective. The process of the for-
33 mulation of the recommendation by the Superintendent and deliberation
34 and determination by the Board will be accomplished within thirty (30)
35 days after the expiration of these respective deadlines.
36
37 g. Notices received relative to opportunities for professional leaves shall be
38 made available to teachers by the administration.
39

40 2. Advanced Study Leave
41

- 42 a. Any tenure teacher with a minimum of three (3) years of active service in
43 the Dearborn School System may be granted a leave of absence without
44 pay for advanced study for a period not to exceed one year, upon the
45 recommendation of the Superintendent. Any extension of time shall be
46 made only by special action of the Board of Education upon the
47 recommendation of the Superintendent.
48
49

- 1 b. Upon return from Advanced Study Leave, the teacher shall submit an ap-
2 appropriate report to the Superintendent. If an abuse of the leave's purpose is
3 apparent, it will be treated as a personal leave with no increment accruing.
4

5 3. Sabbatical Leave
6

- 7 a. Sabbatical Leave shall be interpreted as leave from active duty granted to
8 any teacher after seven years of active service in Dearborn for the purpose
9 of improving instruction in the Dearborn Schools. (Military Leaves or
10 Peace Corps/Vista Leaves shall be counted as active service.) Sabbatical
11 Leave may be granted for one year or for one semester as may be recom-
12 mended by the Superintendent and approved by the Board of Education.
13
- 14 b. Leave granted for professional study, for work on publications, for travel,
15 or for travel combined with study, or for any other reasons which, in the
16 opinion of the Superintendent, will improve instruction in the Dearborn
17 Public Schools or will improve the efficiency of the teacher, shall be
18 considered consistent with the purposes of sabbatical leave.
19
- 20 c. Remuneration to teachers granted such leave shall be at the rate of one-half
21 the salary to be received at the time leave begins and not to exceed one
22 year.
23
- 24 d. Not more than two per cent of all teachers may be granted sabbatical leave
25 in any one year.
26
- 27 e. In determining recommendations on requests for sabbatical leaves the
28 Superintendent will consider the following items:
29
- 30 The extent of the applicant's professional study, growth, contribution, and
31 successful service during the preceding seven years.
32
- 33 The extent to which plans submitted for use of time while on leave are
34 definite and educationally constructive.
35
- 36 Length of period of active service in the Dearborn Schools.
37
- 38 Reasonable and equitable distribution of applicants among the different
39 levels and departments in the system.
40
- 41 Order in which applications are received. Denial of request for sabbatical
42 leave may include a written explanation from the Superintendent or
43 designee, if requested in writing by the applicant.
44
- 45 f. Upon return from sabbatical leave, the teacher shall submit an appropriate
46 report to the Superintendent. If an abuse of the leave is apparent, the Board
47 may institute proceedings to recover an appropriate amount of the monies
48 paid while on sabbatical.
49

- 1 g. A teacher, upon completion of a sabbatical leave, shall return to the Dear-
2 born Public Schools for a period of one school year.
3
4 h. A teacher not returning to the Dearborn Public Schools for the period of
5 one school year upon completion of sabbatical leave shall, except in the
6 event of death, reimburse the Dearborn Board of Education for all monies
7 received from it and the cost of all insurance benefits provided by it.
8

9 4. Exchange Teaching Leave

- 10
11 a. Any such request shall be judged by the Superintendent upon its merits,
12 namely, what benefits may be derived through such an assignment.
13
14 b. After having served five years in the Dearborn School System, leave for
15 exchange teaching and/or assignment may be granted for a period of one
16 year, subject to a request of renewal of one year only, provided that re-
17 newal is requested by the individual and the U.S. Office of Education and
18 that appropriate arrangements are made through the U.S. Office of Educa-
19 tion. Such a leave may not be repeated until the expiration of another
20 three-year period.
21
22 c. Not more than one per cent of all teachers may be granted leave in any one
23 year.
24
25 d. The plans as formulated by the Office of the United States Commissioner
26 of Education, in which each exchange teacher remains under control of the
27 home district in the matter of pay, tenure, and other related considerations,
28 shall be in full effect in the Dearborn Public Schools.
29
30 e. Opportunities for exchange teaching and/or assignment positions shall be
31 advertised in the staff newsletter.
32

33 5. Foreign Country or Military School Teaching Leave

- 34
35 a. Any request shall be judged by the Superintendent upon its merits, namely,
36 what benefits may be derived through such an assignment.
37
38 b. After having served three years in the Dearborn School System, leave for
39 foreign, or military teaching and/or assignment may be granted for one
40 year and subject to renewal by the Board of Education for an additional
41 year, maximum of two years only, and not repeated until the expiration of
42 another three-year period after returning to the Dearborn School System.
43
44 c. Not more than one percent of all teachers may be granted leave in any one
45 year.
46

47 G. Personal Leaves

48 1. General Provisions
49

- 1 a. Personal Leaves may be granted to tenure teachers upon request subject to
2 the approval of the Superintendent and the Board of Education.
3
4 b. Requests for Personal Leave should be submitted in writing to the Human
5 Resources Department accompanied by appropriate documentation as indi-
6 cated by the specific type of Personal Leave.
7
8 c. A teacher absent on Personal Leave shall receive any regularly scheduled
9 salary adjustments effected during the absence, excluding increments.
10
11 d. Request for extension of Personal Leave or notice of intention to return
12 must be made in writing to the Human Resources Office at least ninety
13 (90) days prior to the end of the final semester of the leave unless circum-
14 stances clearly preclude opportunity for such notice. Failure to request
15 extension or submit intention to return will constitute termination of
16 employment, subject to the provisions of the State Tenure Act.
17
18 e. In the event that a declining enrollment combined with the effect of senior-
19 ity results in a surplus status of the teacher returning from leave, the
20 involuntary transfer provisions will take precedence.
21
22 f. Return from Personal Leave shall be at the beginning of a school year or
23 semester, unless other arrangements can be made to the mutual satisfaction
24 of the teacher and the administration.
25
26 g. Upon return from Personal Leave of one year or less, the teacher shall be
27 assigned to the same building, grade level, and department, to the extent
28 that these are applicable to the teacher's former assignment unless other
29 arrangements are agreed upon by the teacher and the Administration,
30 provided such arrangements are not in conflict with other provisions of the
31 contract. Return from Personal Leaves of more than one year shall be to a
32 position in the teaching areas of certification.
33
34 h. Accumulated benefits are carried forward from the effective date of leave
35 of absence and are credited upon return to employment at the termination
36 of the leave. Payment for accumulated leave days may not be granted
37 during the term of such leave.
38

39 2. Extended Health Leave
40

- 41 a. Leave may be granted based on mental or physical illness of a tenure
42 teacher. Such leave may be granted only if the teacher's sick leave has
43 been expended.
44
45 b. Request for Extended Health Leave shall be accompanied by a written
46 statement from the attending physician indicating basis for leave request.
47 Only those statements signed by medical or osteopathic doctors shall be
48 honored.
49

- c. The Board agrees to extend Blue Cross-Blue Shield or Health Alliance Plan, Health Care Network or M-Care cash payment privileges for the period of the leave to those teachers who have received an Extended Health Leave. The teacher must make the monthly payment to the Board in advance of the due date or shall forfeit all rights under this provision.
- d. Requests to return from Extended Health Leave must be accompanied by a written statement from the attending physician stating the teacher's fitness to return to employment. Only those statements signed by a medical or an osteopathic doctor shall be honored.

3. Care of Family Leave

- a. Leave may be granted to tenure teachers to care for ill members of the immediate family. The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, close relative-in-law, or close associate.
- b. Request for Care of Family Leave shall be accompanied by sufficient proof of necessity for leave, including a statement from the attending physician.

4. Child Care Leave

- a. A tenure teacher who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Child Care Leave.
- b. Request for Child Care Leave shall be submitted in writing to the Human Resources Office ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
- c. Child Care Leave, when granted, initially shall be for whatever portion remains of the school year in which leave begins, or for the entirety of the school year in which leave begins. Such initial leave shall be subject to not more than three (3) annual one-year renewals.
- d. Request for renewal must be made to the Human Resources Office in writing at least ninety (90) days before the end of the semester in which leave will expire.
- e. Return from Child Care Leave, other provisions of this contract notwithstanding, will be to a comparable position in the Dearborn Public Schools not later than three (3) years from the end of the school year in which leave began. Failure to request renewal, and/or failure to notify the Human Resources Office in writing of intent to return, at least ninety (90) days prior to the end of the final semester of leave, in response to notification by the Human Resources Office, will constitute termination of employment.

1 f. A return from Child Care Leave prior to the expiration of the leave shall
2 occur only with the consent of the teacher and with the approval of the
3 Superintendent of Schools.
4

5 5. Involuntary Health Leave
6

7 A teacher may be requested to take Involuntary Health Leave when it has become
8 apparent to the Superintendent of Schools that the individual is no longer able
9 physically and/or mentally to discharge the duties of his/her position in a compe-
10 tent professional manner.
11

12 a. Upon the recommendation of the Superintendent, a teacher may be re-
13 quired to take a physical or mental examination at Board of Education
14 expense.
15

16 b. When the examination is received, reviewed and evaluated, the teacher
17 may request that an examination by three physicians be required; one
18 physician shall be selected by the teacher, one selected by the Board of
19 Education, and a third one shall be mutually agreed upon by both parties.
20

21 c. Based upon the results of the examination(s), the Superintendent shall
22 submit a recommendation for action, if any, to the Board for final de-
23 termination.
24

25 d. The written request may be made by the Superintendent as often as is
26 deemed essential to the physical or mental welfare of the individual em-
27 ployee involved.
28

29 e. A teacher requesting return from Involuntary Health Leave may return only
30 upon the recommendation of the Superintendent following a reexamination
31 according to the procedures outlined in Item a or Item b, and by approval
32 of the Board of Education within the provisions of the State Tenure Act.
33

34 f. Reinstatement will occur no later than the beginning of the semester
35 following the approval of the Superintendent's recommendation.
36

37 g. No increment credit for such leave shall be allowed in the salary schedule.
38

39 h. Payment for accumulated sick leave days may be granted only at the di-
40 rection of the Superintendent.
41

42 6. Other Leaves of Absence
43

44 Requests for Personal Leaves not specifically referred to in this contract will be
45 forwarded to the Department of Human Resources for consideration. It is
46 understood that any denial of any such request for a leave of absence not specifi-
47 cally referred to in this contract is not subject to the grievance procedure.
48

49 H. Civic Leaves

1 1. Military and Peace Corps/Vista Leaves
2

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

34 2. Governmental Service or Educational Organization Leave
35

- 36 a. Upon approval of the Board of Education a tenure teacher shall be allowed
37 to serve the term of office to which elected, re-elected, appointed, or
38 reappointed at any level of government or to a position with a recognized
39 educational organization at the state or national level, provided such
40 position is full-time and, further provided that such leave need not be
41 extended beyond four years. The teacher shall notify the Board, upon
42 being selected for such office and in no case will the teacher take leave of
43 the teaching position unless at least fifteen (15) working days will have
44 been provided to locate a replacement.
45
46 b. Notification of the teacher's return from such leave shall be made in writing
47 to the Department of Human Resources no later than ninety (90) days prior
48 to the end of the final semester of leave.
49

- 1 c. A teacher on such leave shall return to a comparable position in the Dearborn School System at the beginning of the semester following notification.
- 2
- 3
- 4
- 5 d. A teacher on such leave shall receive no pay from the Dearborn Board of Education.
- 6
- 7
- 8 e. A teacher returning from such leave after a period of less than one year shall be placed on the salary step which would have been attained if leave had not been taken.
- 9
- 10
- 11
- 12 f. A teacher returning from such leave after a period of one year or more shall be placed one salary step above the one for which the teacher was eligible when leave was taken.
- 13
- 14
- 15
- 16 g. Not more than one percent of all teachers shall be on such leave at any one time.
- 17
- 18
- 19 h. Accumulated benefits are carried forward from the effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of leave.
- 20
- 21
- 22
- 23

24 ARTICLE XVI - ABSENCES OTHER THAN LEAVES

25

26 A. Personal Illness

- 27
- 28 1. All teachers shall earn one and one-half days per month for illness, emergencies, and funerals, subject to the restrictions in paragraph 5.
- 29
- 30
- 31 2. All earned but unused sick leave days shall be allowed to accumulate to a total of one hundred eighty (180) days (for teachers whose first day of active employment as a contract teacher with the Dearborn Public Schools was prior to September 1, 1986); and one hundred thirty-five (135) days (for teachers whose first day of active employment as a contract teacher with the Dearborn Public Schools was on or after September 1, 1986).
- 32
- 33
- 34
- 35
- 36
- 37
- 38 3. For teachers whose accumulated sick days exceed one hundred eighty (180) days on September 1, 1986, such days will not be affected unless used by the teacher.
- 39
- 40
- 41 4. Reaccumulation of days will not occur until a teacher's personal sick day bank drops below the limits previously set forth in paragraph A.2.
- 42
- 43
- 44 5. Beginning in the 1989-90 school year, annual yearly allowance will be advanced as follows:
- 45
- 46
- 47
- 48
- 49

- 1 a. For teachers whose first day of active employment as a contract teacher
2 with the Dearborn Public Schools was prior to September 1, 1986:

3
4 180 or less - 15
5 181 - 14
6 182 - 13
7 183 - 12
8 184 - 11
9 185 - 10
10 186 - 9
11 187 - 8
12 188 or more - 7

- 13
14 b. For teachers whose first day of active employment as a contract teacher
15 with the Dearborn Public Schools was on or after September 1, 1986; and
16 who, therefore, have a maximum accumulation of 135 days:

17
18 135 or less - 15
19 136 - 14
20 137 - 13
21 138 - 12
22 139 - 11
23 140 - 10
24 141 - 9
25 142 - 8
26 143 or more - 7

- 27
28 6. A part-time teacher on a written contract shall be allowed sick leave benefits on a
29 proportionate basis. Part-time teachers shall not include substitute teachers.
30
31 7. A teacher who has run out of sick leave and who is temporarily separated from
32 work shall be considered to be on a temporary medical absence for a period not to
33 exceed two (2) months during which time the district shall continue payment of
34 hospital/surgical/medical benefits and life insurance benefits. A teacher who
35 returns to work cannot exercise this option again during the same school year.
36
37 8. Upon severance of employment, a teacher credited with sick leave allowance in
38 advance of service shall reimburse the Board of Education for all sick leave days
39 used but not yet earned.
40
41 9. A teacher who is absent for fifteen (15) or more consecutive work days will, upon
42 request of the building administrator after the latter's consultation with the
43 Department of Human Resources, furnish the building administrator with a
44 physician's statement certifying the teacher's physical capability to return to
45 work. Should such a statement not be available as a result of the teacher's
46 treatment during the period of absence and/or prove not to be available without
47 additional cost to the teacher, the Board will bear the expense of the procurement
48 of such a required certification.
49

1 10. If classes are canceled in accordance with Article XVI.F., and a teacher had
2 already requested to use a sick day, that day will not be counted against the
3 teacher.
4

5 B. Personal Business
6

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

12 The Personal Business Day is not to be the first or last day of a school semester or the
13 day preceding or following a vacation or holiday which falls on Monday through Friday
14 while school is in session unless approved by the Superintendent. Any unused personal
15 business days shall be added to the teacher's accumulated sick days unless a teacher's
16 personal sick bank accumulation exceeds one hundred eighty (180) days (for teachers
17 whose first day of active employment as a contract teacher with the Dearborn Public
18 Schools was prior to September 1, 1986); or one hundred thirty-five (135) days (for
19 teachers whose first day of active employment as a contract teacher with the Dearborn
20 Public Schools was on or after September 1, 1986).
21

22 C. Emergencies
23

24 Teachers shall be allowed leave for emergencies. Emergencies under the above policy
25 shall be construed to be:
26

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

1 D. Religious Observance

2
3 1. All teachers shall be granted such days as may be required by their religion for
4 holy observance and abstention from work. Such days shall be deducted from
5 sick leave accumulation.

6
7 2. Holidays recognized by the contract between the DFT and the Board of Educa-
8 tion shall not be deducted from the teacher's sick leave accumulation.
9

10 E. Jury Duty

11
12 Teachers serving on juries during the regular school year shall suffer no financial
13 penalty, except that it be the understanding that whatever amount is earned in such
14 capacity be returned to the Board of Education and that such teachers be paid their
15 regular salary by the Board. A teacher may be requested but not required to seek being
16 excused from such duty. Such days shall not be deducted from the accumulated sick
17 leave days.
18

19 F. Catastrophes

20
21 No teacher will suffer loss of pay or deduction from leave days in the event a general
22 catastrophe (such as extremely severe snowstorm) makes it impossible to report.
23 Existence of catastrophe will be determined by the Superintendent.
24

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

26
27 A maximum of two (2) days, non-cumulative, per summer session shall be granted for
28 personal illness, emergencies, or religious observance, including teachers in the summer
29 driver education program.
30

31 A maximum of one (1) evening, non-cumulative, per Adult Education semester shall be
32 granted for personal illness, emergencies, or religious observance.
33

34 A maximum of one (1) day, non-cumulative, per Driver Education semester during the
35 regular school year shall be granted for personal illness, emergencies, or religious
36 observance.
37

38 H. Other Absences

39
40 Absences during the school year for reasons other than those listed in Section XVI will
41 not be permitted unless requested in writing in advance by the teacher and approved by
42 the Superintendent or designated representative.
43

44 ARTICLE XVII - CONFERENCES, WORKSHOPS, CONVENTIONS, VISITATION DAYS

45
46 Conferences, workshops, conventions, and visitations days offer valuable inservice opportuni-
47 ties to teachers; therefore, a reasonable number of teachers, within the limitations of budget
48 appropriations, should be encouraged to attend same provided that qualified substitutes are
49 available. Attendance at such conferences shall be rotated among those applying within a

1 building or within those systemwide departments with specifically allocated funds on as
2 equitable a basis as possible.

3
4 A. Educational and Professional Meetings

- 5
6 1. Teacher requests to attend meetings are to be submitted on the proper forms at
7 least seven (7) days prior to the meeting. Late requests will be considered on
8 their merits.
9
10 2. Requests must be submitted to the designated administrator for approval to
11 attend.
12
13 3. Upon approval, full expenses may be allowed as follows:
14
15 a. Transportation
16
17 (1) The current mileage rate will be paid for trips up to 200 miles round
18 trip.
19
20 (2) If more than one employee is making the same trip by automobile,
21 rides shall be pooled if requested by the Administration. However,
22 consideration will be given to requests for exceptions to this rule.
23
24 (3) The full cost of the nearest route by air coach will be paid for trips of
25 more than 200 miles.
26
27 b. Lodging, Meals, Registration Fees, etc.
28
29 (1) Full reimbursement shall be allowed for rooms with reasonable judg-
30 ment exercised in type and cost.
31
32 (2) Full reimbursement shall be allowed for meals with reasonable judg-
33 ment exercised in cost.
34
35 (3) Teachers will be reimbursed for program registration fees, local
36 transportation, and reasonable incidental expenses.
37
38 c. A copy of the amounts expended in these areas by teacher(s) in each
39 building shall be sent to the Union Office at the end of each school year.
40
41 4. The principal or appropriate administrator is encouraged to administer conference
42 and convention accounts in the following manner.
43
44 a. Appoint a teacher representative committee to work with the principal or
45 appropriate administrator in deciding who attends conferences or conven-
46 tions.
47
48 b. Post a list of the names of teachers who are scheduled to attend conferences
49 or conventions, where they are being held and their dates.

- c. Inform teachers, whenever possible, of various conferences and conventions.

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

B. Conferences Related to Civic Participation

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

C. Professional Organization Meetings

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

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

D. Visitation Days

1. Upon approval of the building administrator and the Division of Educational Services, days for visitation for teachers to educational or related institutions may be granted during the year.
2. Current transportation allowance will be paid.

ARTICLE XVIII - DEPARTMENT CHAIRPERSONS

A. Selection

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

1 2. Department chairpersons shall be selected from within the building personnel of
2 the department concerned, and whenever possible will be selected by May 1 of
3 each school year for the following year. Departmental chairpersons shall be
4 members of their department's systemwide curriculum committee.
5

6 B. Compensation for Department Chairpersons (Senior High)
7

8	1-5	class sections	No Department Chairperson.
9	6-10	class sections	Release from homeroom or extra duties.
10	11-25	class sections	Release from both homeroom and extra 11 duties.
12	26-49	class sections	One hour assigned to departmental respon- 13 sibilities per semester.
14	50-74	class sections	One hour one semester and two hours the 15 other semester assigned to departmental 16 responsibilities.
17	75 or more class sections		Two hours each semester assigned to de- 18 partmental responsibilities. 19

20 C. Compensation for Department Chairpersons (Middle School)
21

22	1-5	class sections	No Department Chairperson.
23	6-10	class sections	Release from homeroom or extra duties.
24	11-25	class sections	Release from both homeroom and extra 25 duties.
26	26-49	class sections	\$100 per year stipend.
27	50-74	class sections	\$200 per year stipend.
28	75 or more class sections		\$300 per year stipend. 29

30 ARTICLE XIX - SCHOOL CALENDAR
31

32 The calendar for the 1997-98 school year shall provide for one hundred eighty-two (182) days
33 of pupil instruction and three (3) duty days for teachers. The calendar for the 1998-99 school
34 year shall provide for one hundred eighty-three (183) days of pupil instruction and three (3)
35 duty days for teachers. Days when pupil instruction is not provided wherein teacher attendance
36 is not required (because of conditions not within the control of school authorities, such as
37 heavy snowfall, severe storms, fires, epidemics, or health conditions as defined by city, county,
38 township, or state health authorities) shall be treated in the following manner:
39

40 1st day - Will not be rescheduled.
41

42 2nd day - June duty day may be rescheduled as a day of student instruction.
43

44 3rd and subsequent days - May be rescheduled at the end of the school year
45 at the discretion of the Superintendent. Such rescheduling
46 shall not affect, or otherwise require, an adjustment of salary,
47 compensation, or other benefits provided within this collective
48 bargaining agreement.
49

1 1997-98 Calendar

2				
3	August	25,	Monday:	Teachers report. Professional duty day.
4	August	26,	Tuesday:	Schools open. All students one-half day.
5	September	1,	Monday:	Labor Day; schools closed.
6	September	2,	Tuesday:	Schools re-open.
7	November	26,	Wednesday:	Schools close end of day, Thanksgiving recess.
8	December	1,	Monday:	Schools re-open.
9	December	19,	Friday:	Schools close end of day, winter recess.
10	January	5,	Monday:	Schools re-open.
11	January	16,	Friday:	Schools open one-half day a.m. First semester ends (one-half duty day).
12				
13	January	19,	Monday	Second semester begins. Elementary students all day. Middle and High students, one-half day.
14				
15	January	28,	Wednesday:	Schools close end of day, Conference release day.
16	*January	29,	Thursday:	No school, Conference release day.
17	January	30,	Friday:	Schools re-open.
18	February	13,	Friday:	Schools close end of day, midwinter recess.
19	February	23,	Monday:	Schools re-open.
20	April	3,	Friday:	Schools close end of day, spring recess.
21	April	14,	Tuesday:	Schools re-open.
22	May	22,	Friday:	Schools open one-half day a.m. No school p.m., Memorial Day recess.
23				
24	May	26,	Tuesday:	Schools re-open.
25	June	11,	Thursday:	Commencement, senior high schools.
26	June	12,	Friday:	No students, all levels (duty day).

1 1998-99 Calendar

2

3	August	31,	Monday:	Teachers report. Professional duty day.
4	September	1,	Tuesday:	Schools open. All students one-half day.
5	September	7,	Monday:	Labor Day; schools closed.
6	September	8,	Tuesday:	Schools re-open.
7	November	25,	Wednesday:	Schools close end of day, Thanksgiving recess.
8	November	30,	Monday:	Schools re-open.
9	December	18,	Friday:	Schools close end of day, winter recess.
10	January	4,	Monday:	Schools re-open.
11	January	15,	Friday:	Schools open one-half day, a.m. First semester ends (one-half duty day).
12				
13	January	18,	Monday:	Second semester begins. Elementary students all day. Middle and High students, one-half day.
14				
15	*January	19,	Tuesday:	Schools closed. Conference release day.
16	January	20,	Wednesday:	Schools re-open.
17	February	12,	Friday:	Schools close end of day, midwinter recess.
18	February	22,	Monday:	Schools re-open.
19	March	26,	Friday:	Schools close end of day, spring recess.
20	May	21,	Friday:	Schools open one-half day a.m. No school p.m. Memorial Day recess.
21				
22	May	25,	Tuesday:	Schools re-open.
23	June	17,	Thursday:	Commencement, senior high schools.
24	June	18,	Friday:	No students, all levels (duty day).

25

26 Both the DFT and the Dearborn Board of Education agree to adhere to the requirements of 184

27 instructional days and the number of hours of instructional time as required by law for the

28 1999-2000 school year. A joint committee of three (3) D.F.T. members and three (3) adminis-

29 trators shall meet during the 1997-98 school year to work out the specific dates in the 1999-

30 2000 school calendar. This calendar will be announced to all parties by no later than April 1,

31 1998. Both the D.F.T. and the Board of Education agree that the spring recess will take place

32 during the time period of April 21 - April 28, 2000.

33

34 **ARTICLE XX - TEACHING LOAD**

35

36 The student-teacher ratio in each building shall be adhered to as defined below. In the event a

37 court decision and/or legislative action significantly change(s) the level of funding per pupil

38 from the property tax, an equivalent change in the level of the ratio may occur, provided that

39 negotiations have taken place with the Union regarding the necessary adjustments in addition

40 to and/or alternate to the change in ratio which must take place, within the jurisdiction of the

41 Union, in order to function within the strictures that may be imposed.

42

43 **A. Student Teacher Ratio**

44

45	P-5	- 1 to 28 (Equated, in Kindergarten)
46	6-8	- 1 to 20
47	9-12	- 1 to 19.5

48

49

1 The following people are to be excluded in determining student-teacher ratio:
2

3 Elementary - Principal, assistant principal, and teachers of art, physical education, vocal
4 and instrumental music, special education, media specialists, school social worker,
5 school psychologist, speech correctionist, learning disability, bilingual/compensatory
6 education teachers, and nurse.
7

8 Middle school - Principal, assistant principal, special education teachers, speech
9 correctionist, school social worker, school psychologist, departmentally assigned
10 bilingual/compensatory education and learning disability, nurse, and resource teacher
11 time assigned to central office (if applicable).
12

13 Senior High - Principal, assistant principal, special education teacher, speech
14 correctionist, nurse, school social worker, school psychologist, departmentally assigned
15 bilingual/compensatory education and learning disability, "third" media specialist (if
16 assigned) work coordinating time and resource teacher time assigned to the central
17 office (if applicable).
18

19 Note: Special education students are to be included in the student count on a prorated
20 basis.
21

22 B. Class Size
23

- 24 1. If the size of the elementary or special area class reaches thirty-two (32), then a
25 substitute teacher will be provided for a minimum of two and one-half days per
26 week. If the size of the elementary or special area class reaches thirty-four (34)
27 then another class section will be created. Special education students who are
28 mainstreamed for more than fifty percent (50%) of the student's instructional day
29 will be counted in calculating class size for purposes of this provision. Class size
30 determination will be made October 1, December 15, and March 1 of each school
31 year. If there is an economic necessity, as determined by the Board, then the
32 Board may depart from the provisions as noted above.
33
- 34 2. Whenever possible, multi-age groupings will be rotated each year among the
35 qualified teachers available in the building, and, any other article of this contract
36 notwithstanding, seniority shall apply. However, an individual teacher teaching a
37 multi-age grouping may waive being rotated.
38
- 39 3. If the size of any special education class exceeds state recommendations, the
40 coordinator in Special Education will explain the reason to the teacher concerned.
41 If the teacher is not satisfied, the teacher may request that the Administration
42 explore with the Union the possibilities of reducing the size of the class. In such
43 event a meeting between appropriate representatives of the Administration and
44 the Union will be held within ten (10) days of the request.
45
- 46 4. Students who are mainstreamed will be dispersed as evenly as possible consistent
47 with the needs of the individual students.
48
49

1 Whenever possible, teachers who are assigned mainstreamed students shall be
2 notified at least one (1) day in advance of such assignment and may receive
3 administrative consultation and assistance as requested.
4

5 The school administration shall try to place mainstreamed students in smaller
6 classes in an attempt to lessen the workload for a teacher who is receiving
7 mainstreamed students.
8

- 9 5. When a teacher has difficulty fulfilling his/her professional responsibilities due to
10 the number of special education and/or Limited English Proficient students in the
11 classroom, the teacher may explore avenues of assistance with the building
12 administrator. After meeting with the teacher, if the concerns remain unresolved,
13 the building administrator will further explore ways to address the issues with the
14 appropriate director and report back to the teacher.
15

16 ARTICLE XXI - OPEN HOUSE/PARENT TEACHER CONFERENCE DAYS 17

- 18 A. There will be an Open House in September of each school year. There will be parent-
19 teacher conferences which will be scheduled as follows:
20

21 First semester -- all teachers: one afternoon conference to be held during the second
22 week following the end of the first card marking period and one evening conference to
23 be held during the second week following the end of the first card marking period.
24

25 Elementary teachers will hold a third parent-conference session the following week and
26 a fourth parent-conference session in March on a date mutually agreed upon by the
27 Director of Elementary Education and the D.F.T.
28

29 Second semester -- all secondary teachers: one evening conference to be held during
30 the second week following the third card marking period and to the extent possible such
31 that middle school and high school will be held on separate dates.
32

33 Prior to the first semester conferences, elementary teachers will receive one-half day
34 release time for planning purposes.
35

36 Evening and afternoon conferences at the secondary level will typically be scheduled
37 for three hours and fifteen minutes and will not exceed a total of three and one-half
38 hours in length.
39

- 40 B. At the elementary level, parent-teacher conferences may be scheduled during the day or
41 evening on a ratio not to exceed eight (8) students or majority fraction thereof per half
42 day per conference round.
43

- 44 C. Conference schedules mutually agreed upon by the individual teacher and the building
45 administrator shall be made out in advance.
46
47
48
49

- 1 D. When additional evening conferences are held, one-half day released time for those
2 teachers involved shall be granted the day of the evening conferences or the following
3 day, but in no case shall this released time be granted on a Friday afternoon or immedi-
4 ately before or after a holiday or vacation period.
5

6 ARTICLE XXII - TEACHER PERSONNEL FILES
7

- 8 A. Any teacher will have the right to inspect his or her personnel file. The teacher must
9 make an appointment with the Department of Human Resources in order that an
10 employee of that Department will be available to be present when the teacher inspects
11 the file. Confidential credentials and personal references normally sought at the time of
12 employment are specifically exempted from review. The administrator will remove
13 these documents from the file prior to a review of the file by the teacher.
14
- 15 B. A copy of any material concerning a teacher's conduct, service, character or personality
16 will be sent to the teacher prior to said material being placed in the teacher's file.
17

18 ARTICLE XXIII - SCHOOL MAIL SERVICE AND FACILITIES
19

- 20 A. The Dearborn Federation of Teachers shall have the right to use school mailboxes and
21 the inter-school mail service for organization material, provided that all such material is
22 clearly identified and the organization accepts all responsibility for such material.
23
- 24 B. Individual teachers will not be prohibited from judicious use of the school mail service.
25

26 ARTICLE XXIV - SUBSTITUTE TEACHERS
27

28 The Board agrees to maintain a list of substitute teachers for elementary and secondary schools,
29 and every effort will be made to secure necessary substitutes for teachers who are absent. A
30 teacher may request a particular substitute. When a teacher feels that a substitute has done an
31 unsatisfactory job, the teacher should file a complaint with the principal. In addition, the
32 teacher shall have the right to request a change of substitute through the building administrator.
33 A laid-off teacher may, upon application, be granted priority status on the substitute teacher
34 list.
35

36 In order to achieve preparation time for elementary teachers, first priority for the use of
37 substitute teachers beyond regular grade or special education placement, shall be for the
38 absence of special area teachers (e.g., art, vocal music, instrumental music, physical education).
39

40 It is mutually agreed that the common interest in the education of children requires consider-
41 ation not only of the availability but the competencies and/or willingness of substitutes to
42 render services in the particularized special area(s).
43

44 ARTICLE XXV - MISCELLANEOUS ARTICLES
45

- 46 A. When a teacher communicates as a citizen, the teacher shall be free from administrative
47 and institutional censorship and discipline. The teacher bears a responsibility to clarify
48 that the teacher speaks as an individual and not on behalf of the school system.
49

- 1 B. The Board of Education will provide legal assistance for any teacher who is sued for
2 assault or negligence, provided that the alleged incident occurred in the course of
3 performance of duties and that in the Board's opinion the teacher was acting properly.
4
- 5 C. The final responsibility for the selection of textbooks and other instructional materials
6 rests with the Board and the Administration. However, teachers will participate in such
7 selections when a change in, or addition to, textbooks or other instructional materials is
8 contemplated.
9
- 10 D. Building principals will take into consideration the reasonable requests of teachers for
11 clerical assistance and attempt to provide such assistance with the existing secretarial
12 staff.
13
- 14 E. The Administration will continue to make a reasonable effort to provide off-street
15 parking facilities for teachers and to maintain such facilities during school in-session
16 days.
17
- 18 F. Interruption of classroom instruction shall be permitted only in cases of emergency or
19 when no other reasonable alternative is possible.
20
- 21 G. Those days or portions thereof designated as teacher work days without students should
22 be reserved, insofar as possible, for the purpose of record keeping and for preparation
23 for the ensuing semester. Building administrators will make every effort to avoid
24 scheduling of teacher meetings which might conflict with such purposes.
25
- 26 H. Each teacher is entitled to freedom of discussion within the classroom on all matters
27 which are relevant to the course of study and within the teacher's area of professional
28 competence.
29
- 30 In addition, recognizing that differing points of view do exist and that such differences
31 should be identified and respected, the teacher shall have the responsibility of providing
32 the opportunity for the reasonable expression of relevant ideas on the part of students.
33
- 34 I. Before eliminating programs, departmentalizing staff, issuing job specifications, or
35 designating courses as "AVIP" offerings or offering inter-active video courses, the
36 Administration will review its plans with the Union prior to making a final determina-
37 tion.
38
- 39 J. 1. No tenured teacher shall be discharged without just cause and no teacher shall be
40 disciplined without just cause.
41
- 42 2. A teacher who is faced with disciplinary action or reprimand has the right to
43 request immediate Union representation. If such representation is unavailable,
44 the meeting shall be rescheduled within one working day.
45
- 46 K. 1. Should the temperature in any classroom fall below sixty degrees (60°) Fahren-
47 heit for more than twenty-four (24) hours, the building administration shall make
48 every effort to relocate said class until the situation is resolved.
49

- 1 2. The Board will provide each school with typing and reproduction equipment and
2 supplies to aid teachers in the preparation of instructional materials.
3

4 ARTICLE XXVI - WORKERS' COMPENSATION
5

6 The policy pertaining to pay for teachers injured while on duty for the school district follows:
7

8 A. That the School District continue furnishing Workers' Compensation:
9

- 10 1. Benefits to be paid upon injury according to State regulations with a reserve
11 established for each claim on file.
12
13 2. The responsibility for administering this program be given the Director of
14 Business Services.
15
16 3. That any payment made under this coverage be charged under Fixed Charges-
17 Workers' Compensation Insurance and a General Fund check be issued.
18

19 B. That the School District continue to supplement the benefits as follows:
20

- 21 1. Benefits to supplement that paid under the Workers' Compensation and a
22 teacher's regular pay.
23
24 2. That this benefit be automatically paid when a teacher receives benefits under
25 Workers' Compensation. If the Workers' Compensation provision is terminated,
26 this benefit is also to terminate.
27
28 3. That this benefit be paid not to exceed ninety days, then the teacher must use any
29 accumulated sick leave and/or vacation days: prior to extending this benefit up to
30 an additional ninety days, a review of this case shall be made to either continue or
31 use the teacher in another job classification.
32
33 4. That any payment made under this coverage be charged under Fixed Charges-
34 Supplemental Pay Benefit and a payroll check be issued with all deductions made
35 therefrom especially required by Federal tax laws.
36

37 ARTICLE XXVII - HEALTH BENEFITS
38

39 A. The Board of Education shall provide for coverage hospital-surgical-medical benefits.
40 The coverage includes Comprehensive Semi-Private Hospital Care Certificate, Profes-
41 sional Services Group Benefit Certificate with the following Blue Cross and Blue
42 Shield of Michigan Certificates/Riders:
43

44 ASFP	BMT	CC	CLC	SOT	CNM	CNP
45 COB-3(B)	D45NM	EBMT	DC	EF	ESRD	HCB-1
46 HMN	GCO	GLE-2	ML	NC	OPC	OPPC
47 PCES-1	PCES-11	PPNV-1	PRE-100	PTB	PTFS	PTS
48 RAPS	RDC	RM	RPS	SAT-11	SD	SUBRO2
49 TSA	XF	X-TMJ				

1 Master Medical Supplemental Benefit Certificate Option VI:

2
3 MMC-BL2 MMC-PD MMC-XTMJ RAPS2
4

5 The prescription coverage will include a \$5 deductible.
6

7 Non-tenured teachers hired after June 5, 1991 will be entitled to M-CARE, Health Alli-
8 ance Plan or Blue Care Network medical insurance only. Coverage will include a \$5
9 deductible for prescriptions. As tenured teachers they will have the option of Blue
10 Cross/Blue Shield coverage as described above.
11

12 B. The Board of Education will make monthly contribution for the following month's
13 coverage on behalf of each subscribing teacher, while on the payroll, toward the cost of
14 the hospital-surgical-medical coverages described above equal to the full subscription
15 rate or premium charge for the classification or coverage to which the teacher shall have
16 subscribed according to marital status and the number of dependents, provided that such
17 coverage is not in excess of the coverage described in the next paragraph.
18

19 C. The coverage for which the Board of Education will contribute under the foregoing may
20 be, at the teacher's option, protection for (1) self, or (2) self and family (as defined in
21 the F Rider). Coverage will only be provided if proper enrollment forms and/or
22 contract revision forms have been properly filed with the Payroll Department.
23

24 D. For those teachers who do not desire the above coverage, the Board of Education will
25 make monthly contributions to Health Alliance Plan, Blue Care Network or M-CARE
26 on behalf of subscribing teachers, while on the payroll, towards the cost of such
27 coverage on the same basis and subject to the same limitations as are contained above.
28 This coverage will be the HAP BCN or M-CARE equivalent of the above benefits
29 insofar as possible. (HAP BCN or M-CARE basic coverage and Special Benefits
30 rider).
31

32 It is the intention of the parties that the school district will not provide dual and/or
33 coordinated coverage, whether it is because one spouse works within the district and
34 one works elsewhere, as it pertains to the Employer providing hospital-surgical-medical
35 benefits.
36

37 The parties agree that persons receiving dual and/or coordinated benefits as of July 1,
38 1982, shall be allowed to continue said coverage unless the Administration and the
39 individual mutually agree to terminate this arrangement of coverage. No other persons
40 shall be so entitled.
41

42 E. Teachers may enroll under the "new hire" clause within thirty (30) days of the date of
43 original employment. Subsequent opportunities to enroll in either of the above plans
44 shall be provided only during enrollment periods specified by the carriers.
45

46 F. Teachers who are on layoff status, but have a reasonable likelihood of being rehired,
47 will have BC/BS, HAP, BCN or M-CARE premiums continued for the months of July
48 and August following termination.
49

- 1 G. The Board shall provide the best possible family dental plan for the available money.
2 The Board's annual contribution will not exceed \$40.57 per month for each D.F.T.
3 member. The details and the implementation of such a program are to be planned for
4 independently by a committee composed of a representative of the central office and the
5 representatives of the Union. In the event the Union deems it beneficial to explore the
6 possibility of coverage jointly with one or more other groups, the representation of such
7 an exploratory committee shall be proportional to the number of members in each
8 group, provided each group has at least one representative.
9
- 10 H. The Board of Education shall provide the best possible family optical plan for the
11 available money. The Board's annual contribution will not exceed \$10.00 per month
12 for each D.F.T. member. The details and the implementation of such a program are to
13 be planned for independently by a committee composed of a representative of the
14 central office and the representatives of the Union. In the event the Union deems it
15 beneficial to explore the possibility of coverage jointly with one or more other groups,
16 the representation of such an exploratory committee shall be proportional to the number
17 of members in each group, provided each group has at least one representative.
18
- 19 I. Teachers on professional, personal or civic leave may continue, at their own expense,
20 the current health insurance coverage at the group rate, provided the premiums shall be
21 payable to the Board one month prior to the date coverage is to be effective.
22
- 23 J. Teachers who so desire may subscribe, at the available group rate, to the BC/BS, HAP,
24 BCN or M-Care if available, Sponsor-Dependent Option at no cost to the Dearborn
25 Board of Education.
26
- 27 K. All insurance coverages are subject to the rules and regulations of the carriers.
28
- 29 L. The parties further agree that there shall be no diminution of health benefits for the
30 duration of this agreement.
31
- 32 M. The Board will pay premiums for hospital-surgical-medical, optical and dental coverage
33 on a prorated basis for all employees hired after July 1, 1997, according to the percent-
34 age of the day worked. For example, for a .5 teacher, the Board will pay 50% of
35 premiums listed above.
36

37 ARTICLE XXVIII - GROUP TERM LIFE INSURANCE 38

- 39 A. The Board of Education will provide group term life insurance in the amount of the
40 annual contract salary of each teacher but in no case less than \$17,500; said insurance
41 shall include accidental death and dismemberment benefits. All regular teachers are
42 eligible for such insurance. The teacher will enroll and designate a beneficiary or
43 beneficiaries on the proper application form.
44
- 45 B. Coverage for new teachers will become effective the first of the month following the
46 beginning date of employment, provided the necessary enrollment forms have been
47 filed with the Payroll Department.
48
49

1 C. Teachers being terminated or no longer receiving payroll checks have the option of
2 applying for coverage under the policy on a direct payment basis under the rules
3 established by the carrier.
4

5 ARTICLE XXIX - LONG TERM DISABILITY INSURANCE
6

7 The Board of Education will provide, at no cost to the Dearborn Federation of Teachers, a
8 long-term disability plan. Specifics of this plan will be as follows:
9

10 60% of normal monthly earnings (to be defined as position on salary sched-
11 ular plus longevity).
12

13 Waiting period: 180 consecutive calendar days.
14

15 Maximum annual covered salary: \$70,000 (based on 12 months).
16

17 Coverage for nervous and mental disabilities -- two years or institution-
18 alized.
19

20 Full maternity coverage.
21

22 Board will pay premiums for medical coverage for a period not to exceed
23 three (3) months for teachers receiving long term disability benefits.
24

25 The amount received from the insurance company will be reduced by any
26 primary remuneration received, or for which the employee is eligible during
27 the benefit period from the Board, the Michigan Public Schools Employees
28 Retirement System, the Federal Social Security Act (both primary and
29 dependent), the Workers' Compensation Act, the Railroad Retirement Act,
30 Veterans' benefits or other such pensions, or payment for sick days.
31

32 Monthly benefits will not be reduced by any statutory or cost-of-living in-
33 creases in Social Security or MPSERS benefits.
34

35 The D.F.T. will be consulted regarding any change of carrier, details and
36 implementation of this plan.
37

38 ARTICLE XXX - TUITION REIMBURSEMENT/INSERVICE CLASSES/HFCC TUITION
39 WAIVER
40

41 A. Professional Improvement (Tuition Reimbursement)
42

- 43 1. The Board agrees to allocate \$80,000 for the purpose of reimbursing teach-
44 ers at the rate of \$60.00 per quarter/term hour or \$90.00 per semester hour,
45 as the case may be, for the actual tuition expenses incurred by teachers for
46 academic courses completed during the contract year.
47
48
49

- 1 2. The academic courses completed must be toward an M.A., Ed.S, Ed.D., or
2 Ph.D. degree or be within or related to the field in which the teacher is or
3 may be assigned. Such courses are intended to help teachers to retain their
4 present positions or to retrain them for possible reassignment. Academic
5 courses completed must be from an accredited college or university.
6
7 3. In order to receive reimbursement for academic courses, the teacher must
8 comply with the following:
9
10 a. Submit a completed form as provided by the Board.
11
12 b. Arrange for an official transcript to be mailed to the Depart-
13 ment of Human Resources on or before September 30 of the
14 following school year.
15
16 c. Submit valid receipts demonstrating proof of payment to the
17 Department of Human Resources on or before September 30 of
18 the following year.

19
20 Payment will be made within thirty (30) days after the filing deadline. Any
21 teacher who voluntarily resigns or retires from the District will not be eligi-
22 ble for reimbursement. Teachers who are laid off and subsequently recalled
23 and teach at least one full year shall be entitled to tuition reimbursement.
24

- 25 4. In the event the total request for reimbursement exceeds the amount allocat-
26 ed, payments to each teacher shall be reduced in proportion to the amount by
27 which the total request exceeds the allocation.
28
29 B. Full tuition will be paid by the Board for inservice classes.
30
31 C. Effective September 1, 1993, the dependent children (as defined by the IRS) of teachers
32 shall be eligible for free tuition for credit courses offered by Henry Ford Community
33 College. This is for tuition only and will not cover lab fees or any other fees.
34

35 ARTICLE XXXI - SEVERANCE PAY

- 36
37 A. Teachers who retire and the estate of any who die while employed may be eligible for
38 severance pay according to the following provisions: Teachers whose first day of
39 contract teaching employment with the Dearborn Public Schools was prior to Septem-
40 ber 1, 1986 will be paid for sick days accumulated according to the following formula:
41 one-third (1/3) of total accumulated sick leave days, not to exceed sixty (60) days of
42 pay.
43

44 (Example: If, at age sixty-five (65), two hundred (200) sick days are accumulated,
45 severance pay will equal one-third (1/3) of one hundred eighty (180) days, or sixty (60)
46 days. If only seventy-five (75) days are accumulated, the severance pay will equal
47 twenty-five (25) days.)
48
49

1 Teachers whose first day of contract teaching employment with the Dearborn Public
2 Schools was on or after September 1, 1986, who are eligible to retire, will be paid
3 severance which is calculated by multiplying years of active or contract teaching
4 service up to a maximum of thirty (30) years times two (2). (Active service is defined
5 to include released time for the DFT President and time spent on sabbatical leaves.)
6

7 (Example: A teacher with thirty (30) years of active service will receive severance pay
8 equal to sixty (60) days of pay. A teacher with twenty-five (25) years of active service
9 will receive severance pay equal to fifty (50) days of pay.
10

- 11 B. A teacher shall be considered eligible for retirement severance pay if the teacher is
12 qualified under the Michigan School Employees Retirement System for regular and/or
13 medical retirement, or has completed twenty-five (25) years of service in the Dearborn
14 School District.
15

16 If a teacher is not so qualified after twenty (20) years of service, but less than twenty-
17 five (25) years, in the Dearborn School District, one-half (1/2) the regular severance
18 pay will be paid.
19

- 20 C. A teacher who retires on or after the 60th Birthday shall also be eligible for retirement
21 severance pay even though the teacher does not qualify under the Michigan School
22 Employees Retirement System for regular or medical retirement.
23

- 24 D. A teacher who qualifies for payment of severance pay must submit a written letter of
25 request to the Business Office prior to the first day of the month in which he/she plans
26 to retire.
27

28 ARTICLE XXXII - TRANSPORTATION ALLOWANCE

29

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

33 ARTICLE XXXIII - LONGEVITY

34

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

38 14th year - \$ 975
39 19th year - 1,450
40 24th year - 1,950
41

42 ARTICLE XXXIV - EXTRA-INSTRUCTIONAL SERVICE PAY

43

- 44 A. Summer School
45

46 The summer school hourly rate will be \$25.00 per hour.
47
48
49

1 B. Driver Education

2
3 The Driver Education hourly rates will be as follows:

4
5

1997-98	\$18.00 per hour
1998-99	\$18.00 per hour
1999-2000	\$18.00 per hour

6
7
8

9 C. Adult Education (credit courses)

10
11 The Adult Education hourly rate for credit courses, Citizenship, and English for the
12 Foreign Born will be \$25.00 per hour.

13
14 D. Adult Education (non-credit courses)

15
16 The Adult Education hourly rates for non-credit courses will be as follows:

17

1997-98	\$13.50 per hour
1998-99	\$13.50 per hour
1999-2000	\$13.50 per hour

18
19
20
21

22 E. Workshops

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

27

	<u>Presenter</u>	<u>Participant</u>
1997-98	\$16.50 per hour	\$15.00 per hour
1998-99	\$16.50 per hour	\$15.00 per hour
1999-2000	\$16.50 per hour	\$15.00 per hour

28
29
30
31
32

33 F. Bilingual/Compensatory Education Enrichment programs

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

37

1997-98	\$16.50 per hour
1998-99	\$16.50 per hour
1999-2000	\$16.50 per hour

38
39
40
41

42 The Bilingual/Compensatory Education Enrichment summer programs hourly rates will
43 be as follows:

44

1997-98	\$16.50 per hour
1998-99	\$25.00 per hour
1999-2000	\$25.00 per hour

45
46
47
48
49

1 ARTICLE XXXV - RELEASED TIME SERVICES

2
3 A. Conduct of Negotiation

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

9
10 B. Released Time for Union President

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

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

1 8. The terms of the Workers' Compensation coverage as provided by the Board
2 will continue to apply to the president during this period.
3

4 **ARTICLE XXXVI - EXTRA-PAY SCHEDULE ACTIVITIES**
5

6 Extra-pay positions will be posted annually. Extra-pay positions will be posted in the base
7 building first. Any teacher currently holding an extra-pay position will be considered a
8 member of the base building for posting purposes. If the position cannot be properly filled
9 from the base building, it will be posted in all buildings. Ten school days shall be allowed for
10 applications from Dearborn teachers. Candidates other than teachers are to be considered only
11 when the assignment cannot be properly filled by a teacher.
12

13 Whenever possible, such assignments shall be made by May 15 of the current school year.
14

15 Extra compensation shall be paid for at the rates indicated below for such of the following
16 assignments as are made that are below the regular teaching load and/or day. The percentage
17 rate shown shall be applied to the average contract salary to be paid P-12 teachers for the
18 previous school year in which the activity was conducted.
19

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

1		Senior High	Middle school	Elementary
2	Classification	<u>% Rate</u>	<u>% Rate</u>	
3	<u>% Rate</u>			
4				
5	Football - Head Coach	9.50%	4.75%	
6	Football - Asst. Coach	6.00%	4.75%	
7	Football - 9th Grade Coach	6.00%		
8	Cross Country	4.75%		
9	Basketball - Head Coach	9.50%	4.75%	
10	Basketball - Asst. Coach	6.00%		
11	Basketball - 9th Grade Coach	6.00%		
12	Swimming - Head Coach	9.50%	4.75%	
13	Swimming - Asst. Coach	6.00%		
14	Wrestling - Head Coach	9.50%		
15	Wrestling - Asst. Coach	6.00%		
16	Baseball - Head Coach	6.00%		
17	Baseball - Asst. Coach			
18	(If Reserve & Schedule)	4.75%		
19	Softball - Head Coach	6.00%		
20	Softball - Asst. Coach			
21	(If Reserve & Schedule)	4.75%		
22	Track - Head Coach	6.00%	4.75%	
23	Track - Asst. Coach	4.75%	4.75%	
24	Soccer - Head Coach	4.75%		
25	Soccer - JV Coach	3.75%		
26	Tennis - Head Coach	4.75%		
27	Tennis - Asst. Coach	3.75%		
28	Golf	3.75%		
29	Field Hockey - Head Coach	5.25%		
30	Field Hockey - Asst. Coach	3.75%		
31	Gymnastics - Head Coach	9.50%		
32	Gymnastics - Asst. Coach	6.00%		
33	Volleyball - Head Coach	9.50%	4.75%	
34	Volleyball - Asst. Coach	6.00%		
35	Volleyball - 9th Grade Coach	6.00%		
36	Detention Room Supervisor	7.25%	7.25%	
37	Photography	7.25%		
38	Annual	7.25%		
39	Newspaper	7.25%	2.05%*	
40	Debate	7.25%		
41	Dramatics	7.25%		
42	Student Council	7.25%	3.75%	
43	Supervisor - Parking Lot	4.75%		
44	Intramurals	8.00%	8.00%	
45	Athletic Director	9.50%		
46	Faculty Manager	7.25%		
47	Cheerleading	7.25%	3.75%	
48	Choral Music	7.25%	3.75%	
49	Instrumental Music	7.25%	3.75%	

1	Model UN	5.25%		
2	Thornly Court	3.75%		
3	Safety Patrol		3.40%	
4	Service Squad			3.40%
5	Athletic Director, Middle school	4.75%		
6	Honors Choir, Director		3.75%	3.75%
7	Honors Choir, Accompanist		3.40%	3.40%
8	Ignite Catalyst Teacher		3.40%	
9	Academic Games		4.75%	
10	League Coordinator**			
11	Chess Competition	3.75%	3.75%	3.75%
12	Challenge Bowl	4.75%		
13	MOOT Court	5.25%		
14	Literary Magazine	3.75%		
15	Odyssey of the Mind			2.05%
16	French Back to Back			3.75%
17	Future Problem Solving			2.05%
18	JETS	3.75%		
19	Math Counts Coach		2.05%	
20	BACSTOP	3.75%	3.75%	3.75%
21	Academic Enrichment Fund		3.75%	3.75%

22
23 *Regular scheduled and outside class

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

26

27 **ACADEMIC ENRICHMENT FUNDS**

28

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

32

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

36

37 At the elementary level, the committee will include the principal, one primary teacher, one later
38 elementary teacher and one special area teacher, one of which must be the DFT building
39 representative. At the middle school level the committee will include the building principal,
40 the DFT building representative and two other members of the staff.

41

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

43

44 Category 4:

45

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

48

49

1 Category 3:

2
3 Activities that are between twenty (20) and thirty (30) weeks in length and meet once or twice
4 a week -- funding not to exceed 75% of fund.

5
6 Category 2:

7
8 Activities that are between ten (10) and twenty (20) weeks in length and meet once or twice a
9 week -- funding not to exceed 50% of fund.

10
11 Category 1:

12
13 Activities that are ten (10) weeks and meet once or twice a week -- funding not to exceed 25%
14 of fund.

15
16 Activities will be evaluated each year and a file will be maintained in each building and in the
17 Division of Instruction.

18
19 ARTICLE XXXVII - COMPENSATION

20
21 A. The salaries of teachers covered by this agreement are set forth in Article XXXVIII of
22 this Agreement. Such salary schedule shall remain in effect during the term of this
23 agreement.

24
25 B. The contract salaries of all teachers shall be paid on ten (10) monthly pay periods.
26 Paychecks shall be available on the 15th day of each month.

27
28 Teachers will have the option to be paid in twelve (12) monthly installments.

29
30 The request to be paid in twelve (12) monthly installments must be submitted in writing
31 by June 15 for the following school year. A teacher who makes a timely request to be
32 paid in twelve (12) installments will continue to be paid in twelve (12) installments in
33 subsequent school years unless the teacher requests payment in ten (10) monthly
34 installments by June 15 of any year for the following school year. The method of pay
35 may not be changed for one year after the request is made. For those receiving twelve
36 (12) installments, pay will commence in September and end in August.

37
38 C. The Board shall pay on a current basis those monies earned for extra-pay for extra-duty
39 responsibilities which are year-long in nature. Those responsibilities which are not
40 year-long shall be paid as currently practiced.

41
42 A teacher who exercises the option not to be covered under the Board's medical care
43 shall be compensated as provided in Section D of Article XXXVIII.

44
45 D. The salaries of all teachers employed for the summer school session shall be paid in two
46 installments: the first approximately halfway through the summer session and the
47 second on the last day of summer school.

- 1 E. The Board shall make all payroll deductions as required by law and such other deduc-
2 tions as currently practiced.
3
- 4 F. When a scheduled payday falls within the first three weeks of a scheduled vacation
5 period or on a weekend, paychecks shall be available on the last teaching day preceding
6 the school vacation period or weekend. During vacation periods, paychecks shall be
7 available at the Payroll Office on the scheduled payroll dates.
8
- 9 G. A teacher qualifying for a higher salary schedule shall move to the appropriate schedule
10 at a step commensurate with years of credited service (plus years at maximum) in the
11 Dearborn School System. Such movement shall take place at the beginning of a
12 semester, either in January or September, whichever comes first after such qualification,
13 provided written application is made within one month after the beginning of the
14 semester. Academic courses completed must be from an accredited college or universi-
15 ty.
16
- 17 H. Teachers with a permanent vocational certificate in Trade and Industry, Business
18 Education, or Occupational Homemaking will be placed on the Master's lane or, if
19 applicable, Master's + 30 or Master's +60 lane provided written application is made to
20 the Department of Human Resources within thirty (30) days of the beginning of the
21 semester following the completion of such requirements. It is expected that proper
22 documentation will be furnished. Likewise, all other professional staff members who
23 have a two-year Master's degree will be placed on the Master's + 30 or, if applicable,
24 Master's + 60 lane. The academic courses completed must be toward an M.A., Ed.S.,
25 Ed.D., or Ph.D. degree or be within or related to the field in which the teacher is or may
26 be assigned.
27
- 28 I. A teacher who is laid off under provisions of this agreement and who is paid unemploy-
29 ment compensation benefits (associated with his or her regular teaching assignment)
30 during the summer immediately following the layoff and who is subsequently recalled
31 to a teaching position during or before the first week of the semester following the
32 summer layoff will be paid according to an annual salary rate, such that his/her unem-
33 ployment compensation plus that annual salary rate will be equal to the rate of salary
34 he/she would have earned for the school year had he/she not been laid off. Upon recall
35 to a teaching position, or notice of reasonable assurance of recall, benefits will be
36 reinstated.
37
- 38 J. Nurses hired after July 1, 1994, shall be paid on the salary schedule in Article XXXVIII
39 but may not exceed step 6 on the salary schedule in all lanes.
40
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1 ARTICLE XXXVIII - P-12 SALARY SCHEDULE

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A. The Board will pay the noncontributory portion of retirement for all teachers.

1997-98 Salary Schedule

PhD	Bachelors	Masters	Masters	Masters	EdD or
<u>Step</u>	<u>Degree</u>	<u>Degree</u>	<u>Degree + 30</u>	<u>Degree + 60</u>	
<u>Degree</u>					
1	30,000				
1½	31,691				
2	32,662	32,971	33,281	34,207	34,634
2.5	33,810	34,454	36,394	37,402	37,868
3	34,945	35,603	37,548	38,544	38,990
3.5	36,407	37,051	39,009	40,004	40,477
4	37,868	38,511	40,477	41,466	41,925
4.5	39,501	40,145	42,110	43,246	43,553
5	41,128	41,778	43,706	44,707	45,186
5.5	42,908	43,559	45,498	46,481	46,972
6	44,701	45,345	47,278	48,274	48,752
6.5	46,647	47,291	49,257	50,252	50,691
7	48,593	49,263	51,210	52,197	52,656
7.5	50,902	51,566	53,519	54,514	54,980
8	53,219	53,876	55,841	56,823	57,296
8.5	54,342	55,541	57,480	58,457	58,960
9	55,445	57,207	59,152	60,135	60,607
9.5		58,993	60,931	61,922	62,412
10		60,780	62,719	63,721	64,206
10.5		61,896	64,014	64,825	65,309
11		63,006	64,939	65,928	66,426
11.5					67,542
12					68,646

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

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

1 ARTICLE XXXVIII - P-12 SALARY SCHEDULE

2
3 A. The Board will pay the noncontributory portion of retirement for all teachers.

4
5 1998-99 Salary Schedule

6
7

8 PhD	Bachelors	Masters	Masters	Masters	EdD or
9 <u>Step</u>	<u>Degree</u>	<u>Degree</u>	<u>Degree + 30</u>	<u>Degree + 60</u>	<u>Degree</u>
11 1	30,600				
12 1.5	32,325				
13 2	33,315	33,630	33,947	34,891	35,327
14 2.5	34,486	35,143	37,122	38,150	38,625
15 3	35,644	36,315	38,299	39,315	39,770
16 3.5	37,135	37,792	39,789	40,804	41,287
17 4	38,625	39,281	41,287	42,295	42,763
18 4.5	40,291	40,948	42,952	44,111	44,424
19 5	41,951	42,614	44,580	45,601	46,090
20 5.5	43,766	44,430	46,409	47,411	47,911
21 6	45,595	46,252	48,224	49,239	49,727
22 6.5	47,580	48,237	50,242	51,257	51,705
23 7	49,655	50,248	52,234	53,241	53,709
24 7.5	51,920	52,597	54,589	55,604	56,080
25 8	54,283	54,954	56,958	57,959	58,442
26 8.5	55,429	56,652	58,630	59,626	60,139
27 9	56,554	58,351	60,335	61,338	61,819
28 9.5		60,173	62,150	63,160	63,660
29 10		61,996	63,973	64,995	65,490
30 10.5		63,134	65,294	66,121	66,615
31 11		64,266	66,238	67,247	67,755
32 11.5					68,893
33 12					70,019

34
35 The Master's + 30 lane shall be paid to teachers who have thirty (30) graduate semester
36 hours in excess of those used in obtaining their Master's degree.

37
38 The Master's + 60 lane shall be paid to teachers who have sixty (60) graduate semester
39 hours in excess of those used in obtaining their Master's degree.

1 ARTICLE XXXVIII - P-12 SALARY SCHEDULE

2
3 A. The Board will pay the noncontributory portion of retirement for all teachers.

4
5 1999-2000 Salary Schedule

6
7

8 PhD	Bachelors	Masters	Masters	Masters	EdD or
9 Step	Degree	Degree	Degree + 30	Degree + 60	Degree
10					
11 1	31,365				
12 1.5	33,133				
13 2	34,148	34,471	34,796	35,763	36,210
14 2.5	35,348	36,022	38,050	39,104	39,591
15 3	36,535	37,223	39,256	40,298	40,764
16 3.5	38,063	38,737	40,784	41,824	42,319
17 4	39,591	40,263	42,319	43,352	43,832
18 4.5	41,298	41,972	44,026	45,214	45,535
19 5	43,000	43,679	45,694	46,741	47,242
20 5.5	44,860	45,541	47,568	48,596	49,109
21 6	46,735	47,408	49,430	50,470	50,970
22 6.5	48,769	49,443	51,498	52,538	52,998
23 7	50,804	51,504	53,540	54,572	55,052
24 7.5	53,218	53,912	55,954	56,994	57,482
25 8	55,640	56,328	58,382	59,408	59,903
26 8.5	56,815	58,068	60,096	61,117	61,642
27 9	57,968	59,810	61,843	62,871	63,364
28 9.5		61,677	63,704	64,739	65,251
29 10		63,546	65,572	66,620	67,127
30 10.5		64,712	66,926	67,774	68,280
31 11		65,873	67,894	68,928	69,449
32 11.5					70,615
33 12					71,769

34

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

37
38 The Master's + 60 lane shall be paid to teachers who have sixty (60) graduate semester
39 hours in excess of those used in obtaining their Master's degree.

40
41 Teachers who meet the criteria below will be paid .5% off schedule as a stipend beginning
42 with the 11th year of service. The stipend will be for the 1997-98 and 1998-99 school
43 years only. It will be paid in the October pay period in 1997 and 1998. The stipend will be
44 paid according to the following schedule each year:

45
46 Beginning with the 11th year of service and through the 13th year of service, a stipend of
47 \$250.
48
49

1 Beginning with the 14th year of service and through the 18th year of service, a stipend of
2 \$450.

3
4 Beginning with the 19th year of service and through the 23rd year of service, a stipend of
5 \$650.

6
7 Beginning with the 24th year of service or more, a stipend of \$950.
8

9 B. Credit for Previous Experience

10
11 1. Newly hired teachers employed by the Board or recalled from laid off status will be
12 given credit for full-time public education experience up to five (5) years or up to two
13 and one-half (2.5) years for private education experience provided that:

14
15 a. During each of these years, the teacher had at least a Bachelor's degree and a
16 Michigan provisional or permanent certificate or the equivalent from another state;
17 and,

18
19 b. The experience was within a ten (10) year period prior to the hire date, and provided
20 that the provisional or permanent certificate did not expire during this period.
21 Additional credit for full-time public education teaching experience may be granted.
22

23 2. Teachers who have served in the regular armed forces of the United States will be given
24 experience credit of one-half year for each year of military service up to four (4) years
25 of such service.
26

27 3. New teachers employed by the Board or recalled from laid off status will be given
28 credit for each full year of work experience (meaning at least eleven (11) consecutive
29 months of full-time employment with a given employer) directly pertaining to their
30 teaching assignment, the pertinence of the work experience to be decided by the
31 Director of Human Resources. Experience necessary for the achievement of vocational
32 certification will not be considered as creditable in any instance where vocational
33 certification is accepted in lieu of a Master's degree for salary determination purposes.
34

35 C. Medical Coverage Waiver

36
37 A teacher who opts not to be covered under the Board's health care coverage will receive
38 compensation as listed below subject to the following conditions:

39
40 1. The teacher must supply written proof of medical coverage with another employer/
41 carrier by September 15 of each contract year.
42

43 2. No teacher whose spouse is employed by the Board shall be eligible for this benefit.
44 This provision shall not apply to those employees who were married and employed by
45 the Board prior to July 1, 1982.
46

47 3. Payment of \$800.00 in lieu of full family coverage will be paid June 30 of each contract
48 year.
49

- 1 4. Payment of \$600.00 in lieu of two person coverage will be paid June 30 of each
2 contract year.
3

4 ARTICLE XXXIX - WAIVER CLAUSE
5

6 The parties acknowledge that during the negotiations which resulted in this agreement, each
7 had the unlimited right and opportunity to make demands and proposals with respect to any
8 subject or matter not removed by law from the area of collective bargaining, and that the
9 understandings and agreements arrived at by the parties after the exercise of that right and
10 opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of
11 this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the
12 other shall not be obligated to bargain collectively with respect to any subject or matter referred
13 to or covered in this Agreement, or with respect to any subject or matter not specifically
14 referred to or covered in this Agreement, even though such subjects or matters may not have
15 been within the knowledge or contemplation of either or both of the parties at the time that they
16 negotiated or signed this Agreement, except as provided in Article XLIV of this Agreement.
17

18 ARTICLE XL - CONFORMITY TO LAW CLAUSE
19

20 This Agreement is subject in all respects to the laws of the State of Michigan with respect to
21 the powers, rights, duties and obligations of the Board, the Union and employees in the
22 bargaining unit, and in the event that any provision of this Agreement shall at any time be held
23 to be contrary to law by a court of competent jurisdiction from whose final judgment or decree
24 no appeal has been taken within the time provided for doing so, such provisions shall be void
25 and inoperative. However, at the option of either party to the contract, the specific provision,
26 thus voided, and that provision only, shall be immediately subject to negotiations. All other
27 provisions of this Agreement shall continue in effect.
28

29 ARTICLE XLI - MATTERS CONTRARY TO AGREEMENT
30

31 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be
32 contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsis-
33 tent terms contained in any individual teacher contracts heretofore in effect.
34

35 All individual teacher contracts shall be subject to the terms of this Agreement, and this
36 Agreement shall be part of the established personnel policies of the Board affecting teachers.
37

38 ARTICLE XLII - SHARED TEACHING ASSIGNMENTS
39

40 A. Purpose
41

- 42 1. This shared teaching program was developed to allow pairs of tenured teachers
43 employed by the Dearborn Public Schools to voluntarily share full-time assignments in
44 order to recall laid-off teachers, increase work options, improve staff morale and
45 productivity, and enable employees to better meet the dual responsibilities of family
46 and work.
47
48
49

1 B. Procedure

- 2
- 3 1. It is the responsibility of each shared teaching team to submit a plan to the Department
- 4 of Human Resources which addresses the following considerations:
- 5
- 6 a. Who makes up the partnership.
- 7 b. When each partner will teach.
- 8 c. How the curriculum will be divided.
- 9 d. When joint planning will take place.
- 10 e. How various duties will be handled, such as teacher meetings, marking of cards, etc.
- 11 f. How will parent conference, open house and other responsibilities be handled.
- 12

13 One representative of the Department of Human Resources and one representative of the

14 Dearborn Federation of Teachers will facilitate the implementation of this program.

15 Individual teachers who wish to participate will be provided with the names, teaching

16 assignments and other contact information regarding other individuals who are interested in

17 the program.

18

19 A representative of the Department of Human Resources, the building principal or appro-

20 priate systemwide administrator and two representatives of the DFT may meet with a

21 shared teaching team to review the plan submitted. The building principal will have the

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

23

24 C. Employee Conditions Under Shared Teaching

- 25
- 26 1. Decisions regarding the selection of participants or the discontinuation of shared time
- 27 assignments will not be subject to the grievance procedure.
- 28
- 29 2. The following positions will not be available for shared-time assignments: Classroom
- 30 teaching assignments in 1st or 2nd grade, resource teacher, consulting teacher, coun-
- 31 selor, department chairperson, athletic director, and special education pre-school or
- 32 early elementary programs.
- 33
- 34 3. At the termination of the shared teaching assignment, both teachers will be assigned to
- 35 their former building or department, provided such arrangements are not in conflict
- 36 with other provisions of the contract. In the case of special education, return will be to
- 37 the former assignment or comparable assignment subject to case load adjustments.
- 38
- 39 4. All shared teaching assignments in this program will be for one school year.
- 40
- 41 5. Shared-time teachers at the secondary level shall be compensated at the rate of one-half
- 42 regular pay. A shared-time assignment would preclude a teacher from teaching more
- 43 than half the load of a full-time teacher; e.g. five classes at the secondary level. For
- 44 example: During the first semester, teacher A's schedule would include two classes
- 45 plus one preparation period; teacher B's schedule would include three classes. During
- 46 the second semester, teacher A would have three classes, and teacher B would have two
- 47 classes plus one preparation period. Shared-time teachers at the elementary level will
- 48 receive .5 for A.M. or P.M. assignment. Departmental art, music and physical educa-
- 49 tion teachers will be compensated at .4, .5 or .6 depending upon their assignments.

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

43 ARTICLE XLIII - DFT SICK BANK 44

- 45 A. The Central Sick Leave Bank (CSLB) is created. The purpose of the Bank is to provide
46 income continuation to any DFT unit member who has suffered a catastrophic illness and
47 who has reduced his/her personal sick leave bank to the "Deductible Amount". Persons
48 receiving CSLB benefits will be treated as if consuming days from their personal sick leave
49 bank with wages and benefits continued accordingly.

1 B. The Deductible Amount is:
2

- 3 1. For persons employed prior to September 1, 1986: the Deductible Amount is the
4 person's years of service in the DFT unit times six. Such persons may apply for
5 CSLB benefits when their personal sick leave bank falls to that level.
6
7 2. For persons employed on or after September 1, 1986: the Deductible Amount is
8 zero. Such persons may apply for CSLB benefits when they have exhausted their
9 personal sick leave bank.

10
11 C. CSLB benefits are available to persons who meet the criteria expressed here. A person is
12 eligible for benefits only if he/she suffered a catastrophic illness or injury. This term means
13 an injury that is life-threatening or disabling in which the person requires extensive
14 treatment and follow-up therapy or convalescence. A catastrophic illness or injury does not
15 include the ordinary diseases of life.
16

17 D. The CSLB shall be funded by contributions from the personal sick leave banks of each
18 DFT unit member. The balance of each member's bank will be reduced by one day on the
19 pay date nearest to October 15 of each year. The CSLB will not fall below one hundred
20 days. An additional deduction of one day will be made whenever the CSLB reaches a
21 balance of one hundred days. The CSLB shall not exceed one thousand days. No addi-
22 tional deductions will be made when the CSLB reaches one thousand days.
23

24 E. CSLB benefits will commence when the CSLB Committee determines that the unit
25 member is eligible.
26

27 F. CSLB benefits will stop when the CSLB Committee determines that the unit member is
28 eligible for long-term disability insurance as provided by the then current collective
29 bargaining agreement.
30

31 G. CSLB benefits are not subject to repayment by the eligible person.
32

33 The Central Sick Leave Bank Committee
34

35 I.
36

37 A. The Central Sick Leave Bank Committee is created. The committee is responsible for
38 considering requests for benefits under the Central Sick Leave Bank. This committee
39 shall consist of six persons, three of whom shall be appointed by the Dearborn Federa-
40 tion of Teachers, three of whom shall be appointed by the Dearborn Superintendent of
41 Schools.
42

43 B. The committee may meet and conduct business when at least five members are present.
44 A decision will be made by majority vote of the persons then present.
45

46 C. The committee shall designate a chair. The chair shall be responsible for calling regular
47 and special meetings, and maintaining decorum.
48
49

- 1 D. The decision of the committee to grant or deny benefits is final and binding on the
2 applicant, the DFT and the Board of Education. The decision of CSLB shall be final
3 and cannot be appealed to the DFT membership or the Board of Education.
4
- 5 E. Vacancies in committee positions may be filled at any time by the party responsible for
6 appointing the incumbent.
7

8 II.
9

- 10 A. CSLB benefits are available to persons who meet the criteria expressed here.
11
- 12 B. On initial application, an applicant shall submit adequate verification of any application
13 for CSLB benefits. Verification shall include, at a minimum, a statement by two
14 licensed health care professionals, at least one of whom shall be licensed to practice
15 medicine, which shall describe the illness or injury suffered, verify that treatment has
16 been provided, and describe the length of confinement to be required. The statement
17 shall include a diagnosis, prognosis, treatment plan and explanation as to why the
18 illness or injury is catastrophic or life-threatening. The committee may require
19 additional verification.
20
- 21 C. The committee may require the applicant to be examined by an expert of the commit-
22 tee's choice; may require the applicant to approve disclosure of medical or hospital
23 records.
24
- 25 D. No application will be considered if filed more than 30 work days after the applicant
26 has exhausted the deductible amount. The committee may waive this requirement for
27 good cause.
28
- 29 E. The committee may terminate benefits previously granted or refuse to grant additional
30 benefits if:
31
- 32 1. The applicant fails to, refuses to, provide verification of his/her illness or injury.
 - 33
 - 34 2. The committee determines that the applicant has obtained benefits through misrep-
35 resentation or fraud.
36
 - 37 3. The committee determines that the applicant's continued use of benefits is contrary
38 to the purposes for which the CSLB was created. The decision of the committee is
39 final and binding on the applicant.
40
- 41 F. Each person receiving CSLB benefits must apply for benefits under the long-term
42 disability insurance plan then in effect. The CSLB committee has discretion to waive
43 this requirement.
44
- 45 G. CSLB benefits may not be used in lieu of disability retirement, general retirement or
46 contract benefits to which the person is eligible. The CSLB committee has authority to
47 refuse or terminate benefits paid to a person who the committee determines is eligible
48 for other contract benefits.
49

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

2
3 ARTICLE XLIV - DURATION OF CONTRACT
4

5 This Agreement shall be effective on July 1, 1997, and shall continue in full force and effect
6 until June 30, 2000, except that the provisions of this contract shall apply to all summer school
7 teachers until the end of the summer session. On or about March 1, 2000, either party may
8 give written notice to the other of its desire to negotiate a new agreement for the following
9 year; and meetings for that purpose will begin at a time mutually agreeable to the parties.
10 Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be
11 construed to require the Board to commit an unfair labor practice(s) or otherwise violate the
12 law by any improper recognition of or support or assistance to the Union.
13


14 ARTICLE XLV - IMPLEMENTATION MEETINGS
15

- 16 A. Upon request, the Superintendent will meet informally with the President of the Union on
17 matters relating to the implementation of this Agreement or other matters of mutual
18 concern. Such meetings will not exceed one per month except by mutual agreement.
19
- 20 B. Upon request, the building administrator will meet informally with the Union building
21 representative on matters relating to the implementation of this Agreement or other matters
22 of mutual concern. Such meetings will not exceed one per month except by mutual
23 agreement.
24
- 25 C. Meetings involving matters related to implementation or enforcement of contract which are
26 scheduled at times mutually agreeable to the Administration and the DFT, shall be attended
27 by a reasonable number of appropriate DFT representatives without penalty to the teachers
28 involved or to the DFT.
29
30
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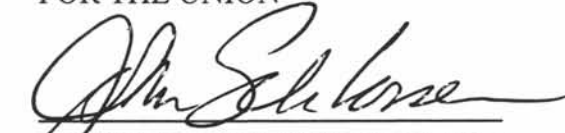
1 IN WITNESS WHEREOF, the parties have executed this document by their duly authorized
2 representatives this 27th day of August, 1997.


3
4 FOR THE BOARD

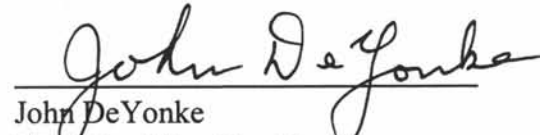
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6 
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8 Joseph A. Guido, President
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11 
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13 Jeremy M. Hughes, Superintendent
14

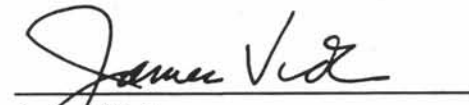
FOR THE UNION

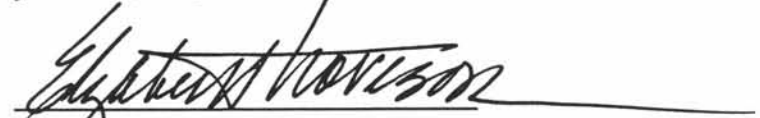
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16 
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18 John Schlosser, MFT Representative
19 and Chief Negotiator

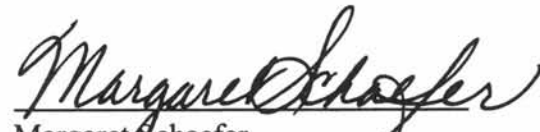
20
21 
22
23 Edmond Umstead, President, DFT
24

25
26 
27
28 John DeYonke
29 Executive Vice-President

30
31 
32
33 Ken Daros, Treasurer
34

35
36 
37
38 James Vick
Secondary Representative


Elizabeth Thoreson
Affiliations Vice-President


Margaret Schaefer
Representative-At-Large

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

5
6 Magnet School Programs
7
8

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


13 In the event of the implementation of a Magnet School Program(s), and for the duration of that
14 program, the Administration will select staff and determine assignments based upon specific
15 educational need(s) and the merits of the applicants, not seniority.
16

17 Positions will be posted in each school for a minimum of five (5) working days prior to the
18 selection of staff. Teachers in the bargaining unit will have the first opportunity to fill these
19 teaching positions consistent with job descriptions established by the Administration. Of the
20 applicants obtained through this posting procedure, the Administration may select the most
21 qualified candidate regardless of seniority.
22


23 Such staffing will not be open to transfer procedures but will be subject to layoff language of
24 the applicable labor agreement.
25

26 Decisions regarding the implementation of a Magnet School Program will be reviewed with the
27 Union prior to implementation.
28
29
30
31

32 For the Board of Education
33 of the School District of the
34 City of Dearborn

35
36 
37 R. Douglas Pretty, Director
38 Department of Human Resources
39
40
41
42

For the Dearborn Federation
of Teachers

43 
44 Edmond Umstead, DFT
45 President
46

43 8/27/97
44 Date
45
46

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

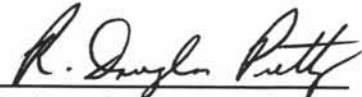
6 Beginning and Ending Times
7
8

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

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

	<u>Start</u>	<u>End</u>	<u>1/2 Day Ending</u>
15 High School	7:40 a.m.	2:10 p.m.	10:40 a.m.
16 Middle School	8:20 a.m.	2:50 p.m.	11:20 a.m.
17 Elementary School	9:00 a.m.	3:30 p.m.	12:00 noon

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

26
27 
28 R. Douglas Pretty, Director
29 Department of Human Resources
30
31

For the Dearborn Federation
of Teachers

32
33 
34 Edmond Umstead, DFT President
35
36

37
8/27/97
Date

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

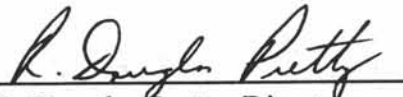
5
6 Theme Schools
7 and
8 Year-Round Schools
9

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

15 In the event of the implementation of a Theme School Program(s) or Year-Round School
16 Program(s), the Board and the D.F.T. agree to establish an ad hoc committee to study and make
17 recommendations for the implementation of said program(s).
18
19
20
21

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

For the Dearborn Federation
of Teachers

26
27 
28 R. Douglas Pretty, Director
29 Department of Human Resources
30
31


Edmond Umstead, DFT President

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34
35 8/27/97
36 Date
37
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1 LETTER OF UNDERSTANDING #4
2 BETWEEN
3 DEARBORN BOARD OF EDUCATION
4 AND
5 DEARBORN FEDERATION OF TEACHERS


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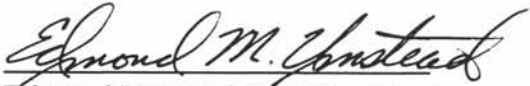
10
11 The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn
12 Federation of Teachers (hereinafter referred to as the D.F.T.), whereas the above mentioned
13 parties agree as follows:
14

15 For the 1997-98 school year, the deadline for submission to Human Resources for Tuition
16 Reimbursement as per Article XXX 3. b., will be changed to October 30th and payment will be
17 made within thirty (30) days after the filing deadline.
18

19
20 For the Dearborn Board of Education
21 of the School District of the
22 City of Dearborn

For the Dearborn Federation
of Teachers

23
24 
25 _____
26 R. Douglas Pretty, Director
27 Department of Human Resources
28


Edmond Umstead, DFT President

29
30
31 _____
32 Date
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34
35

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

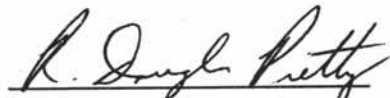
6 Flexible Schedules
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11 The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn
12 Federation of Teachers (hereinafter referred to as the D.F.T.), whereas the above mentioned
13 parties agree as follows:
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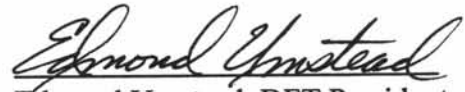
15 Social workers and psychologists may be allowed flexible schedules so that they can meet the
16 needs of parents and students who cannot schedule conferences/meetings/programs during the
17 school day. Such flexible schedules must be mutually agreed upon by the applicable Principal,
18 special education supervisor, and the social worker(s) or psychologist(s) involved. Those
19 psychologists or social workers who are involved would have at least one week's notice of a
20 change in schedule. This provision will apply during the 1997-98 school year and will
21 continue thereafter unless either the Union or the Board gives written notice to the other of a
22 desire to terminate the provision. Such notice must be given sixty (60) days before the end of
23 the school year (June 30th).
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26

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

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34 R. Douglas Pretty, Director
35 Department of Human Resources
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Edmond Umstead, DFT President

41 8/27/97
42 Date
43
44

...the first of these is the fact that the ...

...the second is the fact that the ...

...the third is the fact that the ...

...the fourth is the fact that the ...

...the fifth is the fact that the ...

...the sixth is the fact that the ...

...the seventh is the fact that the ...

...the eighth is the fact that the ...

