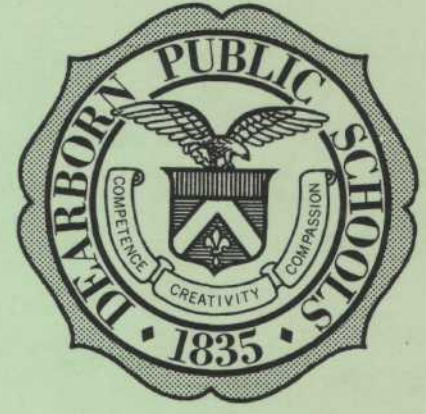


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6/30/91

Agreement between The Dearborn Board Of Education



And the Dearborn Federation Of Teachers, Local 681, A.F.T.

Dearborn Public Schools



DEARBORN PUBLIC SCHOOLS
4824 LOIS AVENUE
DEARBORN, MICHIGAN 48126

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

1988-91

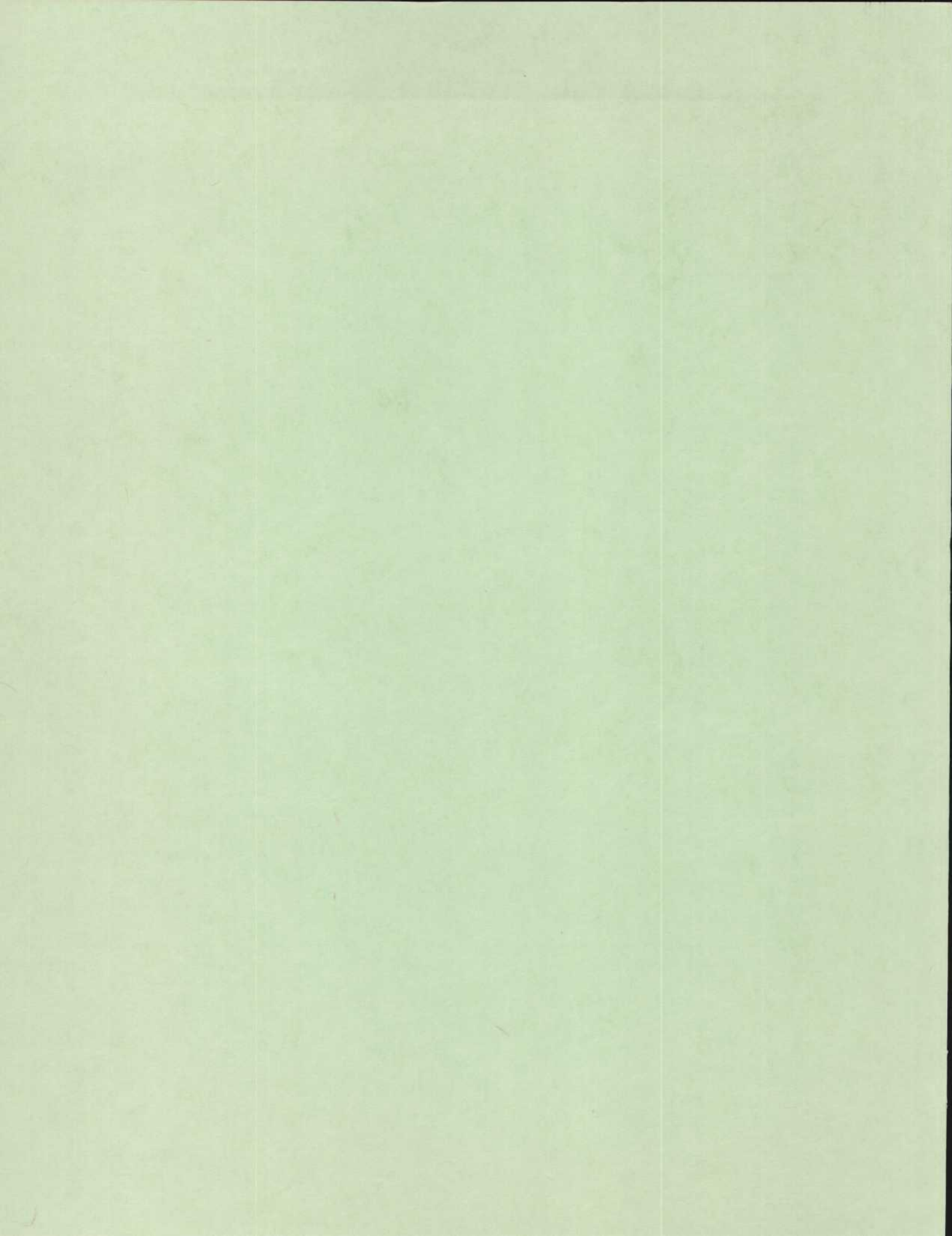


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AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION
AND THE DEARBORN FEDERATION OF TEACHERS
(LOCAL NO. 681, A.F.T.)
1988-91

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

ARTICLE I - RECOGNITION

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

1 the Union shall have the right to examine such records and files as may be 1
2 necessary to provide the necessary information. However, whenever exami- 2
3 nation of records and files is required to compile information and statis- 3
4 tics as requested by the Union, such examination shall be accomplished by 4
5 a work force consisting of an equal number of Board and Union representa- 5
6 tives. Such examination shall be accomplished at a reasonable time upon 6
7 reasonable notice. 7
8

- 9 E. Present procedures and practices which affect teachers but which are not 9
10 covered in this agreement will not be changed unless the Union or the 10
11 affected teachers are consulted. Consultation requires that, before a 11
12 decision is reached, a discussion take place, at which time the problem is 12
13 explained and input of a substantive nature is invited. However, the 13
14 employer is not barred from previous consideration of alternative solu- 14
15 tions or from placing relative values upon them. In addition, the Union 15
16 or the affected teacher(s) will be entitled to raise other possible solu- 16
17 tions and/or ask critical questions that might not have been previously 17
18 considered. Only after such a mutual review of the problem should a 18
19 definitive decision be made. For purposes of clarification and/or future 19
20 reference, and upon request of the Union, the appropriate administrator 20
21 will provide the Union and the Associate Superintendent's Office with a 21
22 statement of the practice or procedure involved, the change that is insti- 22
23 tuted, and a statement of the reasons for the change. 23
24

25 ARTICLE II - BOARD OF EDUCATION RIGHTS 25
26

- 27 A. The Board, on its own behalf and on behalf of the electors of the dis- 27
28 trict, hereby retains and reserves unto itself, without limitation, all 28
29 powers, rights, authority, duties and responsibilities conferred upon and 29
30 vested in it by the laws and the Constitution of the State of Michigan, 30
31 and of the United States. 31
32
33 B. The exercise of these powers, rights, authority, duties and respon- 33
34 sibilities by the Board and the adoption of such rules, regulations and 34
35 policies as it may deem necessary shall be limited only by the specific 35
36 and express terms of this Agreement. 36
37
38 C. Such rights shall include by way of illustration and not by way of limita- 38
39 tion the District's right to: the Executive and Administrative management 39
40 of the school system, its employees, its properties and its facilities; 40
41 the hiring of all teachers and to determine the qualifications and condi- 41
42 tions of their continued employment, including the right to evaluate, 42
43 demote, dismiss, transfer, or layoff teachers, limited only by the laws of 43
44 the State of Michigan and the specific provisions of this Agreement; 44
45 establish grade levels, marking systems, hours, courses in instruction, 45
46 and special programs of a curricular and extracurricular nature, all as 46
47 deemed necessary or advisable by the School District; implement means and 47
48 methods of instruction; determine class schedules, teacher duties, assign- 48
49 ments and professional responsibilities; adopt, revise and enforce person- 49
50 nel policies and operational procedures so long as such policies and 50
51 procedures do not conflict with the specific provisions of this Agreement. 51
52 All matters contained in this Agreement and/or exercise of any such rights 52
53 of the School District are not subject to further negotiations between the 53
54 parties during the term of this Agreement. 54
55

1 ARTICLE III - AGENCY SHOP 1

2
3 A. As a condition of employment, each member of the Bargaining Unit, begin- 3
4 ning with the first complete month following a date thirty calendar days 4
5 after employment in the Bargaining Unit, and monthly thereafter during 5
6 September through June of each year during the life of this Agreement, 6
7 shall tender to the Union either periodic and uniformly required Union 7
8 dues, or in the alternative, a service charge in an amount equivalent to 8
9 the periodic and uniformly required Union dues. 9

10
11 B. The effective date for termination of employment of any employee who fails 10
12 to comply with this Article III shall be the end of the school year in 11
13 which the employee's failure to comply with this Article III occurs. 12
14 13

15 C. No employee shall be terminated under this Article III unless: 14
16 15

17 1. The Union first has notified the employee by letter, explaining that 16
18 he or she is delinquent in not tendering either periodic and uniformly 17
19 required Union dues or the service charge in an amount equivalent to 18
20 the periodic and uniformly required Union dues, and specifying the 19
21 current amount of such delinquency, and warning him or her that unless 20
22 such dues or service charge or a properly executed authorization are 21
23 tendered within thirty calendar days of such notice, he or she will be 22
24 reported to the Board for termination as provided in this Article III, 23
25 and 24
26 25

27 2. The Union has furnished the Board with a copy of the letter sent to 26
28 the employee and notice that he or she has not complied with the 27
29 Union's request. When requesting the Board to terminate the employee, 28
30 the Union shall further specify the following by written notice: 29
31 30

32 "The Union certifies that 31
33 32

34 _____ 33
35 (Name) 34
36 35

37 has failed to tender either the periodic and uniformly required Union 36
38 dues or service charge required as a condition of continued employment 37
39 under the collective bargaining agreement and demands that, under the 38
40 terms of the agreement, the Board shall terminate this employee." 39
41 40

42 D. The Board agrees that, within five days of the receipt of the notice pro- 41
43 vided in the last preceding paragraph, it shall notify the employee that 42
44 his or her services shall be terminated at the end of the current school 43
45 year, and the Board further agrees that, at the next meeting of the Board 44
46 after receipt of the said notice, the Board shall, at its option, either 45
47 adopt a resolution terminating the employment of the employee effective at 46
48 the end of the current school year, or adopt a resolution initiating Ten- 47
49 ure Act proceedings directed toward termination of the employment of the 48
50 employee effective at the end of the current school year. The Board fur- 49
51 ther agrees that after it has received the said notice it will not accept 50
52 a checkoff authorization from such employee without the consent of the 51
53 Union. 52
53 53

1 E. If any suit or proceeding of any kind shall be brought against the Board 1
2 at any time before any tribunal in which a teacher or teachers, or any 2
3 person or organization on his or her behalf, contests a discharge or dis- 3
4 charges under the provision of this Article III, the Union agrees to reim- 4
5 burse the Board, promptly upon demand, for all reasonable legal fees and 5
6 all expenses of suit incurred by the Board in defending itself in such 6
7 suit or proceeding, and also for any and all back pay or other damages for 7
8 which the Board may be adjudged liable in such suit or proceeding. The 8
9 Union further agrees that if it shall fail to reimburse the Board promptly 9
10 upon demand for the aforesaid fees, expenses and damages, the Board shall 10
11 be entitled, in addition to any other legal remedies, to apply against 11
12 such indebtedness of the Union to the Board, until paid in full, all mem- 12
13 bership dues and service charges collected by the Board on behalf of the 13
14 Union pursuant to the provisions of Article IV of this Agreement. The 14
15 foregoing shall also apply to any reasonable legal fees and expenses 15
16 incurred by the Board, and any back pay liability or other damages imposed 16
17 upon the Board, in any Teachers' Tenure Act proceeding which may be initi- 17
18 ated by the Board in order to implement the provisions of this 18
19 Article III. 19
20

21 ARTICLE IV - DUES OR SERVICE CHARGE CHECKOFF 21
22

23 A. During the life of this Agreement, the Board will deduct one month's cur- 23
24 rent uniform and periodic Dearborn Federation of Teachers dues or service 24
25 charge from the pay of each Bargaining Unit employee who voluntarily exe- 25
26 cutes and delivers to the Board either of the following authorization 26
27 forms (Form A or B): 27
28

29 FORM A 29
30

31 VOLUNTARY AUTHORIZATION FOR DEDUCTION 31
32 OF UNION DUES 32
33

34 Name _____ Home Address _____ 34
35
36 Social Security No. _____ Zip Code _____ 36
37
38 School _____ Telephone _____ 38
39

40 I authorize the Dearborn Board of Education to deduct from wages earned or 40
41 to be earned by me monthly Union dues as certified to the Board by the 41
42 financial officer of the Dearborn Federation of Teachers, and to remit the 42
43 same to the Union at such time and in such manner as may be agreed upon 43
44 between the Union and the Board. This authorization and direction shall 44
45 be effective until revoked in writing by me on a form provided by the 45
46 Board with notice to the Union of such revocation, or until the termina- 46
47 tion of the collective agreement between the Board and the Union which is 47
48 in force at the time of delivery of this authorization, whichever occurs 48
49 sooner; and I agree and direct that this authorization and direction shall 49
50 be automatically renewed for the period of each succeeding applicable 50
51 collective agreement between the Board and the Union until revoked in 51
52 writing by me on a form provided by the Board or until the termination of 52
53 each applicable collective agreement between the Board and the Union, 53
54 whichever occurs sooner. This authorization and direction shall 54

1 be automatically revoked upon termination of employment with the Board. 1

2
3 _____ (Signature of Employee) 3

4
5 _____ (Social Security No. of Employee) 5

6
7 _____ (Date of Signing) 7

8
9 _____ (Date of Delivery to Board) 9

10
11 ----- 10

12
13
14
15 FORM B 15

16
17 VOLUNTARY AUTHORIZATION FOR DEDUCTION 17

18 OF SERVICE CHARGE 18

19
20 Name _____ Home Address _____ 20

21
22 Social Security No. _____ Zip Code _____ 22

23
24 School _____ Telephone _____ 24

25
26 I authorize the Dearborn Board of Education to deduct from wages earned or to 26

27 be earned by me a monthly service charge as certified to the Board by the 27

28 financial officer of the Dearborn Federation of Teachers, and to remit the 28

29 same to the Union at such time and in such manner as may be agreed upon 29

30 between the Union and the Board. 30

31
32 This authorization and direction shall be effective until revoked in writing 32

33 by me on a form provided by the Board with notice to the Union of such revoca- 33

34 tion, subject however to the Agency Shop provisions of collective agreement 34

35 between the Board and the Union, or until the termination of the collective 35

36 agreement between the Board and the Union, which is in force at the time of 36

37 delivery of this authorization, whichever occurs sooner; and I agree and 37

38 direct that this authorization and direction shall be automatically renewed 38

39 for the period of each succeeding applicable collective agreement between the 39

40 Board and the Union until revoked in writing by me on a form provided by the 40

41 Board or until the termination of each applicable collective agreement between 41

42 the Board and the Union, whichever occurs sooner. This authorization and 42

43 direction shall be automatically revoked upon my termination of employment 43

44 with the Board. 44

45
46 _____ (Signature of Employee) 46

47
48 _____ (Social Security No. of Employee) 48

49
50 _____ (Date of Signing) 50

51
52 _____ (Date of Delivery to Board) 52

53
54
55 55

- 1 B. The following certification form shall be used by the Union when certify- 1
2 ing membership dues or service charge: 2
3

4 CERTIFICATION OF FINANCIAL OFFICER OF UNION 4
5

6 I certify that until further notice the membership dues or service charge 6
7 payable under Article III of the current collective bargaining agreement 7
8 is \$ _____ per month for the months September through June. 8
9

10 Date _____ 10
11

12 Signature _____ 12
13 Union Financial Officer 13
14

15 Date of Delivery to Board _____ 15
16

- 17 C. Payroll deductions shall be made only from the pay due Bargaining Unit 17
18 employees on the last payday of each calendar month; provided, however, 18
19 the initial deduction for any employee shall not begin unless both (1) a 19
20 properly executed "Voluntary Authorization for Deduction of Union Dues" or 20
21 "Voluntary Authorization for Deduction of Service Charge" and (2) the 21
22 certification of the Union's financial officer as to the amount of the 22
23 monthly Union dues or service charge has been delivered to the Board at 23
24 least fifteen (15) calendar days prior to the last payday of the calendar 24
25 month. 25
26

27 Changes in the amount of the monthly Union dues or service charge also 27
28 must be delivered to the Board at least fifteen (15) calendar days prior 28
29 to the last payday of the calendar month on which the change is to become 29
30 effective. 30
31

- 32 D. A Bargaining Unit employee may revoke the "Voluntary Authorization" for 32
33 deduction of Union dues or service charge at any time by written notifica- 33
34 tion to the Board on a form provided by the Board, provided notice of such 34
35 revocation is given to the Union. Payroll deductions shall terminate when 35
36 a revocation has been delivered to the Board at least thirty (30) calendar 36
37 days prior to the last payday of the calendar month. 37
38

- 39 E. All sums deducted by the Board shall be remitted to the financial officer 39
40 of the Union once each month by the fifteenth calendar day of the month in 40
41 which the deductions were made, together with a list of names and the 41
42 amount deducted for each employee for whom a deduction was made. 42
43

- 44 F. The Board shall not be liable to the Union by reason of this Article IV 44
45 for the remittance or payment of any sum other than that constituting 45
46 actual deductions made from the pay earned by the employee. In addition, 46
47 the Union shall indemnify and save the Board harmless from any liability 47
48 resulting from any and all claims, demands, suits or any other action 48
49 arising from compliance with this Article IV, or in reliance on any list, 49
50 notice, certification or authorization furnished under this Article IV. 50
51

- 52 G. The Board agrees that it will not, during the life of this Agreement, 52
53 deduct dues or service charges from Bargaining Unit employees for any 53
54 organization other than the Dearborn Federation of Teachers. 54

1 ARTICLE V - APPOINTMENT OF NEW TEACHERS 1

- 2
3 A. All teachers shall be properly certificated, licensed or approved as 2
4 required by law and shall be subject to the state Teacher Tenure Act. The 3
5 parties agree that it is educationally desirable for all newly hired 4
6 teachers to have the minimum of a BA Degree. 5
7
8 B. Information regarding certification, majors and minors, endorsements, and 6
9 licensing of newly appointed teachers shall be sent to the Union office 7
10 within a reasonable period of time. 8
11 9

12 ARTICLE VI - COMMITTEES 12

- 13
14 A. All systemwide committees in the Dearborn School System will be authorized 13
15 by the Superintendent of Schools. 14
16
17 B. Curriculum development is the responsibility of all teachers and all 15
18 administrators working together. Therefore, all systemwide curriculum 16
19 committees will have combined membership of teachers and administrators. 17
20 Systemwide committee appointments, coordination of curriculum committee 18
21 activities, and the implementation of curriculum committee recommendations 19
22 will be the responsibility of the appropriate administrator. The Adminis- 20
23 tration's decision regarding such recommendations shall be made known to 21
24 the appropriate committee chairperson. Should any of the recommendations 22
25 not be approved, the Administration shall state the reason(s), in writing, 23
26 which justify the rejection. 24
27
28 C. The employer shall attempt to provide the Union by the fourth Monday of 25
29 each semester, with a list of all systemwide committees operative in the 26
30 school system. Upon request the President of the Union or his or her 27
31 designee will be provided with the opportunity to discuss with the appro- 28
32 priate administrator the composition and functions of the committee in 29
33 order to assure that such committees do not intrude upon the prerogatives 30
34 of the Union as recognized by law. 31
35
36 D. Written requests for occasional released time for a systemwide committee 32
37 chairperson may be addressed to the Director for Instructional Services 33
38 and may be granted in cases where the Director, in his or/her discretion, 34
39 considers the released time necessary. 35
40
41 E. Committees dealing with wages, hours and working conditions shall be com- 36
42 posed of the same number of representatives from the Administration and 37
43 the Union. Teacher representatives will be appointed only after consulta- 38
44 tion with the Union, and thereafter the Union shall be notified of all 39
45 such appointments. 40
46
47 F. The teacher members of the Professional Staff Development Policy Board 41
48 shall be selected by the Dearborn Federation of Teachers after consulta- 42
49 tion with the Administration. 43
50
51 G. The Director of Building Services shall schedule meetings of an advisory 44
52 safety committee at least four times per year to discuss employee safety 45
53 hazards and safety practices in the District. The Union shall have a 46
54 representative on this committee. The Administration and the Union shall 47
55 continue to cooperate in implementing and maintaining all health and 48
56 safety rules and practices. 49
50
51
52
53
54
55
56

1 H. The Vocational Classroom Conditions Committee shall be comprised of no 1
2 fewer than two (2) vocational teachers and two (2) representatives from 2
3 the Administration. The committee shall convene at the call of the admin- 3
4 istrative chairperson and shall meet no fewer than two (2) times a year. 4
5 The committee recommendations shall be made to the Associate Superinten- 5
6 dent for Educational Services. 6
7

8 ARTICLE VII - PROFESSIONAL RESPONSIBILITIES OF TEACHERS 8 9

10 The "Teacher's Day" shall include acceptance of responsibility for supervision 10
11 of the arrival and departure of students, attendance at scheduled faculty 11
12 committee meetings, preparation for the performance of professional classroom 12
13 responsibilities, availability for student and parent conferences at times 13
14 mutually agreeable to the parties concerned, and attendance at an annual 14
15 school Open House, based upon past practice, or Kindergarten Roundups where 15
16 applicable. Teachers shall continue the tradition of voluntary participation 16
17 in parent-teacher activities. It is also understood that other school-related 17
18 activities require teacher attendance, including for illustration but not 18
19 limited to, attendance at any school athletic contests, school dances and 19
20 plays, provided that such activities are reasonably related to the legitimate 20
21 function of the educational institution and provided that a reasonable number 21
22 of such assignments are equitably distributed among the teachers in a given 22
23 building and that the preference of teachers involved will be observed whenev- 23
24 er possible. There will be no change in the implementation of Article VII as 24
25 a result of the addition of any newly created girls' interscholastic athletic 25
26 activities. 26
27

28 Such teacher attendance recognizes the educational value of the activity 28
29 and/or program and is solely professional in nature. Professional in this 29
30 context means that the teacher shall evidence the same concern for students as 30
31 is evidenced in the regular classroom experience with the same degree of 31
32 administrative support for the teacher's conduct as would reasonably apply in 32
33 the teacher's regular classroom experience. 33
34

35 The Board and the Union recognize that a teaching assignment involves class- 35
36 room instruction time, planning and conference time, general supervision of 36
37 students time, lunch time and travel time for those with an assignment in more 37
38 than one building in one day. 38
39

40 The Board and the Union further recognize that teachers take their responsi- 40
41 bility to students very seriously and, thus, arrive well before students 41
42 arrive and leave well after students depart. Teachers fully satisfy their 42
43 professional and contractual duty (under VII paragraph 1 above) to supervise 43
44 "the arrival and departure of students," and use their time to meet with stu- 44
45 dents and parents on a reasonable basis. 45
46

47 To further clarify and establish minimum guidelines to describe the school 47
48 day, the Board and the Union agree that teachers will be available before the 48
49 bell signifying the arrival of students into the building, and after classes 49
50 end, for a minimum of forty (40) minutes, which may be scheduled with the 50
51 building principal in any combination of periods which total forty (40) 51
52 minutes and provide for no less than ten (10) minutes before or ten (10) 52
53 minutes after the school day defined above. 53
54

55 When extenuating circumstances exist, i.e. coaching assignments, graduate 55
56 class, the teacher may have the option of leaving immediately after students 56

1 have been dismissed. However, their day would begin forty minutes before the
2 arrival of students. 1

3
4 In recognition of the responsibility for professional growth, teachers shall 4
5 participate in a minimum of six (6) hours of inservice activities annually 5
6 scheduled outside of the regular teacher work day. Such activities shall be 6
7 determined by the Department of Instructional Services in cooperation with the 7
8 Professional Staff Development Policy Board. 8

9
10 This requirement may be satisfied by participation in activities sponsored by 10
11 the Department of Instructional Services, Professional Staff Development 11
12 and/or the Intermediate School District and by involvement in other approved 12
13 activities such as specific building level staff development activities. 13

14
15 Teachers participating as "Interns" in the Consulting Teacher Program shall be 15
16 exempt from the above requirement. 16

17
18 Opportunities to participate in activities sponsored by the School District 18
19 shall be posted for two weeks prior to the date of inservice. 19

20
21 A. Elementary Teachers 21

22
23 1. Elementary teachers shall be scheduled for a minimum of 240 minutes 23
24 planning time per week. 24

25
26 2. It is the intent of the Board of Education to continue with the cur- 26
27 rent practice of providing special area classes for elementary stu- 27
28 dents. 28

29
30 At the later elementary level (grades 4-5-6), special area classes are 30
31 currently provided as follows: two art periods of forty-five (45) 31
32 minutes each per week, two music periods of thirty (30) minutes each 32
33 per week and two physical education periods of forty-five (45) minutes 33
34 each per week. 34

35
36 At the early elementary level (grades 1-2-3), special area classes are 36
37 currently provided as follows: one art period of forty-five (45) 37
38 minutes per week, two music periods of thirty (30) minutes each per 38
39 week and one physical education period of thirty (30) minutes per 39
40 week. 40

41
42 Kindergarten students are currently provided one art period, one music 42
43 period and one physical education period of twenty-five (25) minutes 43
44 each per week, whenever possible, utilizing special area teachers 44
45 assigned to a given building according to previously established 45
46 staffing ratios. In no case shall such time assigned to a kindergar- 46
47 ten class exceed that provided for an early elementary class. 47

48
49 In case of an economic contingency, the Administration will review the 49
50 situation with the Union before a decision is made to alter current 50
51 practice. 51

52
53 In elementary grades where music, art, and physical education are 53
54 assigned, the teacher shall be relieved of duty while such classes are 54
55 in session for the purpose of using this time as preparation and/or 55
56 consultation time. However, the past practice shall be continued 56

1 wherein the classroom teacher and the special area teacher plan 1
2 together the activities and learning experiences of their students. 2
3 However, it shall be the responsibility of the classroom teacher to 3
4 supervise the students on their way to and from special classes. 4
5

- 6 3. The administrators responsible for the scheduling of special area time 6
7 shall make every reasonable effort to attempt consistency of prepara- 7
8 tion time for the teachers involved and shall attempt the equitable 8
9 distribution of special area teacher time throughout the week. 9
10
- 11 4. Time from morning dismissal until reconvening of afternoon sessions, 11
12 less thirty (30) minutes duty-free lunch, will be considered planning 12
13 time. Time needed beyond that provided at the noon hour to complete 13
14 the 240 minutes planning time must be scheduled at the beginning or 14
15 end of the day. The principal may, with the expressed concurrence of 15
16 a substantial majority of the early elementary teachers involved, 16
17 alter the scheduling of such preparation and/or consultation time, 17
18 provided that such preparation and/or consultation time is, in the 18
19 alteration process, neither fragmented nor reduced. Should the alter- 19
20 ation process include the provision of additional special area teacher 20
21 time, the total preparation and/or consultation time granted early 21
22 elementary teachers shall not exceed that granted later elementary 22
23 teachers. 23
24
- 25 5. All elementary teachers will have a minimum of thirty (30) minutes per 25
26 day for a duty-free lunch period, except in emergency situations as 26
27 defined in Article VII. C. 2. Teachers having kindergarten assign- 27
28 ments in two buildin may be required to travel during lunch or prepa- 28
29 ration time because of class schedules. 29
30
- 31 6. Teachers assigned to more than one building during any school day 31
32 shall be granted the same duty-free lunch period, exclusive of travel 32
33 time, as that granted to other teachers. 33
34
- 35 7. For each day that school is in session for a full day, each full-time 35
36 elementary teacher of art, music, and physical education will be 36
37 allowed no less than forty (40) minutes each day for consultation 37
38 and/or preparation during the regular school day with a lunch period 38
39 equal in length of time to that of the upper elementary teachers. An 39
40 effort will be made to provide the forty (40) minutes consecutively. 40
41
- 42 8. Certified and qualified teachers who are presently teaching at the 42
43 elementary level and who are employed by the Dearborn Public Schools 43
44 as of June 1, 1983, will be excluded from the requirements of the ZA 44
45 endorsement resulting from School Board or Administration policies. 45
46 This provision does not apply if the state or federal government 46
47 requires the change. 47
48

49 B. Secondary Teachers 49
50

- 51 1. All teachers shall be assigned by the building administrator the 51
52 equivalent of five class periods, a planning period, duty-free lunch 52
53 period, and (unless excluded under other provisions of this contract) 53
54 homeroom or other related duties necessary for proper supervision of 54
55 the building. Exceptions to class scheduling may be made in buildings 55
56 where experimental programs are implemented with the agreement that 56

1 such scheduling shall not exceed the equivalent of twenty-five (25) 1
2 class periods per week. 2
3

4 In the case of Middle School, teachers shall be assigned by the build- 4
5 ing administrator the equivalent of five (5) class periods, a planning 5
6 period and an interdisciplinary team planning period, duty-free lunch 6
7 period, and (unless excluded under other provisions of this contract) 7
8 homeroom or other related duties necessary for proper supervision of 8
9 the building. 9

- 10
11 2. Every effort will be made by the building administrator to avoid the 11
12 assignment of more than three (3) consecutive class periods. If such 12
13 assignments are necessary, reasonable effort shall be made to notify 13
14 the teacher of the reason(s) for such assignment. 14
15
16 3. In order to provide appropriate programming for students an extended 16
17 day may be necessary. This may take the form of adding one additional 17
18 period either prior to and/or following the regular six period day, 18
19 for a total not to exceed an eight period day. No teacher will be 19
20 required to work more than six consecutive periods. (The equivalent 20
21 of five class periods and one preparation period.) 21
22

23 Assignments for these extended day classes would be announced to staff 23
24 and insofar as possible be assigned on a voluntary basis. Assignments 24
25 shall be rotated if possible. If no staff member volunteers, the 25
26 least senior teacher who is certified and qualified shall receive the 26
27 assignment. No teacher shall be scheduled to work, on an involuntary 27
28 basis, an extended hour, either prior to or following the regular 28
29 school day, for two consecutive semesters. Teachers teaching an 29
30 extended day will be granted an early dismissal or late arrival, with 30
31 the exception that, consistent with current practice, it is the intent 31
32 of the parties to this agreement that teachers teaching extended hours 32
33 will attend scheduled teacher meetings unless excused by the Adminis- 33
34 tration for valid reasons. 34
35

36 C. All Teachers 36
37

- 38 1. The grading and/or evaluation of students is primarily the responsi- 38
39 bility of the classroom teacher. The Administration shall be respon- 39
40 sible for reasonable support of grading and/or evaluation practices of 40
41 the teachers under their jurisdiction. Following consultation with 41
42 the teacher, the determination of credit or non-credit shall be the 42
43 responsibility of the Administration. 43
44
45 2. All teachers will have a duty-free lunch period. It is recognized 45
46 that emergency situations may occasionally arise affecting the health 46
47 and welfare of students when it might be necessary to ask teacher 47
48 assistance with the understanding that the lunch period will not be 48
49 interrupted for assistance in those situations ordinarily the respon- 49
50 sibility of building administrator or lay nonprofessional personnel if 50
51 such personnel are available. 51
52
53 3. During a teacher's preparation time, arrangement may be made with the 53
54 appropriate building administrator should it be necessary for the 54
55 teacher to leave the premises. 55

1	4.	Teachers assigned to more than one building shall attend regularly	1
2		scheduled faculty meetings, in any of the buildings to which they are	2
3		assigned, upon notification by the appropriate building administrator	3
4		that their area(s) of responsibility is to be discussed, recognizing	4
5		that their school of primary assignment (home base) is to take prece-	5
6		dence in the event of conflict.	6
7			7
8	5.	Prior to decisions as to placement, the departmental systemwide admin-	8
9		istrator shall convene a meeting for those teachers in said depart-	9
10		ment. At said meeting the systemwide departmentalized staff shall	10
11		state in writing their preference for teaching assignments. Decisions	11
12		as to placement shall take into consideration a teacher's current	12
13		teaching assignment, the teacher's written stated preference, and	13
14		systemwide seniority.	14
15			15
16	6.	All disciplinary practices shall be in conformity with applicable	16
17		provisions of any established and/or published policies or procedures	17
18		dealing with student conduct.	18
19			19
20		Teachers will receive administrative support in their reasonable	20
21		application of approved measures.	21
22			22
23	7.	A teacher currently employed in a subject assignment may continue in	23
24		said assignment even though new requirements for that assignment have	24
25		been established, provided such person remains in that assignment or	25
26		unless prohibited by State or Federal law. Upon such teacher's trans-	26
27		fer, declaration of surplus, leave, layoff, or other change in present	27
28		assignment which causes movement to another building, the teacher	28
29		shall be scheduled into subject areas for which the teacher is certi-	29
30		fied and qualified.	30
31			31
32		The only exception would be for the closing of building. Teachers who	32
33		cannot be scheduled into their majors or minors would be assigned in	33
34		areas they are presently teaching and will have three (3) years to	34
35		meet the requirements of the position. Failure to meet these require-	35
36		ments will result in the teacher being surplusd at the end of the	36
37		three (3) year period.	37
38			38
39	D.	Coaching and Physical Education Requirements	39
40			40
41	1.	All persons assigned physical education teaching and/or coaching	41
42		responsibilities must have either a college credit course or an	42
43		inservice course in the care and prevention of athletic injuries.	43
44			44
45	2.	All swimming instructors must have and maintain Water Safety Instruc-	45
46		tor's and Advanced Lifesaving Certificates.	46
47			47
48	3.	All physical education teachers and/or coaches must have a valid CPR	48
49		(Cardio-Pulmonary Resuscitation) certificate.	49
50			50
51	ARTICLE VIII - SENIORITY		51
52			52
53	A.	A seniority date is a February 1 or September 1 date which, subtracted	53
54		from the current date, will give the number of years of contractual ser-	54
55		vice as a teacher in the P-12 Program of the Dearborn School System.	55

1 For those "Fairlane District" teachers who, as a result of annexation of
2 the Fairlane and Dearborn Districts became a part of the Dearborn Public
3 Schools staff, the service period of those teachers to the Fairlane Dis-
4 trict shall be recognized as creditable seniority in all aspects of the
5 contract involving seniority.
6

7 The service period of those teachers in other districts who may, as a
8 result of annexation, become a part of the Dearborn Public School System,
9 shall be recognized as creditable seniority in all aspects of the contract
10 involving seniority.
11

12 B. In the event of a conflict within a given school regarding the assignment
13 of any facility or any teaching position, P-12 seniority shall be the
14 determining factor unless in the Administration's opinion, specific educa-
15 tional needs supersede such considerations. There shall be three exclu-
16 sions to the above:
17

- 18 1. Teaching positions dealing with declaration of surplus on or
19 after May 10.
- 20 2. Special education and departmental assignments.
- 21 3. Specific class assignments at the secondary level.

22
23
24
25 If the Administration's decision is based on specific educational need(s),
26 rather than the seniority factor, the Administration shall, upon request,
27 state in writing its reason(s) for the decision to the senior teacher(s)
28 directly involved.
29

30 C. Annually the Personnel Department will prepare for the Union a seniority
31 list of all teachers. In addition, a list for each building, containing
32 names, seniority dates and social security numbers in that building, will
33 be sent to the Union Office on or about November 1 of each school year.
34

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

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

50 A teacher who has resigned will be treated in the following manner: If
51 both resignation and reappointment occur prior to September 15, 1973, the
52 teacher will be credited with those years of service accumulated before
53 resignation and those years of service after reappointment, and the teach-
54 er's position on the list will be adjusted accordingly. If both resigna-
55 tion and reappointment do not occur prior to September 15, 1973, the
56 teacher will be credited only with those years of service after
57 reappointment.

- 1 D. Time involved in all professional leave will be counted as creditable 1
 2 service for the purpose of seniority. 2
 3 3
 4 E. Periods of creditable service of less than one year shall be calculated to 4
 5 the nearest whole semester and the seniority date will be adjusted accord- 5
 6 ingly. Teachers hired before April 15th of the spring semester or before 6
 7 November 15th of the fall semester receive the full semester's credit for 7
 8 seniority purposes. A teacher who serves in a temporary administrative 8
 9 capacity for more than ten (10) weeks in any twenty (20) week period dur- 9
 10 ing the school year will lose seniority for the semester in which the 10
 11 greater portion of time was spent in a temporary administrative capacity. 11
 12 Consistent with past practice, the position left open due to reassignment 12
 13 to temporary administrative capacity may be filled with a substitute 13
 14 teacher. 14
 15 15
 16 F. When ranking teachers in seniority order, if two (2) or more teachers have 16
 17 the same seniority date, they shall be ranked by the last four (4) digits 17
 18 of their respective social security numbers, the one with the higher num- 18
 19 ber being given higher seniority rank. 19
 20 20
 21 For example: 21
 22

	<u>Seniority Date</u>	<u>Social Security Number</u>
24 Teacher No. 1	9-1-59	367-20-6500
25 Teacher No. 2	9-1-59	558-30-5999
26 Teacher No. 3	2-1-60	999-99-9999
27 Teacher No. 4	2-1-60	678-90-9234
28 Teacher No. 5	2-1-60	487-65-7233

 29 29
 30 G. Procedures for Placement of Displaced Teachers as the Result of Closed 30
 31 Schools. 31
 32 32
 33 1. General Principals 33
 34 34
 35 a. Assignment procedures would recognize seniority and qualifi- 35
 36 cations. 36
 37 37
 38 b. Positions created at a receiving school(s) as a result of the 38
 39 influx of students from a school being closed will be open only to 39
 40 teachers from the closed school that is sending the students. 40
 41 41
 42 c. Receiving school(s) will declare surplus based upon projected 42
 43 enrollment prior to combining of staffs. 43
 44 44
 45 d. Departmental staff such as, but not limited to, music, special 45
 46 education and TESOL teachers and media specialists would be 46
 47 assigned through the Division of Educational Services recognizing 47
 48 seniority and qualifications. 48
 49 49
 50 2. Procedures 50
 51 51
 52 a. The Administration will determine the distribution of students to 52
 53 receiving school or schools. 53
 54 54
 55 b. The Administration will determine the number of teaching positions 55
 56 at the receiving school(s) by applying the appropriate staffing 56

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formula to the non-consolidated and consolidated enrollment of the receiving school(s). The number of positions available to staff from the sending school(s) will be determined by subtracting the number of authorized non-consolidated staff from the number of authorized consolidated staff.

- c. Principals will survey students' elective choices at both sending and receiving school(s) as soon as possible following Board approval of the closing(s). Principal(s) of receiving school(s) will then determine the numbers of class sections in specific subject areas which will be based upon the student surveys.
- d. Meetings will be held at the receiving school(s) which will include the staffs of the sending and receiving schools and representatives of the personnel office and the D.F.T. Discussion of principles and procedures of consolidation will take place. Forms will be provided to all teachers from sending schools on which they shall express preferences. Data including the projected number of sections to be taught in each department will be provided.
- e. Receiving school principal(s) will then determine staff, declare surplus (if necessary), and list vacancies if all positions are not filled. Decisions as to placement will take into consideration a teacher's current teaching assignment, stated preference, qualifications and systemwide seniority.
- f. The consolidated staff(s) will meet by departments for the purpose of determining teaching preferences based upon the number of sections available. Each department will present written recommendation to the principal which includes the preference of the individuals in the department and coverage of all sections to be taught. The principal will give great weight to these recommendations prior to and during the preparation of the schedule.

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

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

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

A. New Position

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

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1 2. When new teaching positions are established because of special grants 1
2 from the Federal or State government, or from a foundation, teachers 2
3 in the bargaining unit will have the first opportunity to fill these 3
4 teaching positions consistent with job descriptions established for 4
5 these teaching positions by the Administration. A notice of such 5
6 position shall be visibly posted near the sign-in sheet for a period 6
7 of three (3) school days in each school building and department. 7
8

9 B. Voluntary Transfer 9

10 1. Primary Vacancies 10

11 a. A primary vacancy is one caused by resignation, retirement, death, 11
12 movement outside the bargaining unit, leave where there is no 12
13 return to the specific teaching position, reassignment to a dif- 13
14 ferent job title within the bargaining unit or the addition of 14
15 teaching positions brought about by increased enrollment. 15
16
17

18 The transfer procedure described in this section shall apply only 18
19 to primary vacancies which become officially known between the 19
20 opening of school and June 30. In the event of resignation or 20
21 retirement, official notification is the date of receipt in the 21
22 Personnel Office of written notice from the teacher creating the 22
23 vacancy. In the event of death, the date of official notice will 23
24 be the date of occurrence. 24
25

26 No transfer shall effectuate if it shall prevent the return of a 26
27 teacher serving as a temporary administrator for a period of time 27
28 not to extend beyond the current school year in which the tempo- 28
29 rary assignment is made. 29
30

31 b. When a teacher is appointed to a temporary teaching position which 31
32 extends beyond the beginning of the following school year in which 32
33 the appointment is made, the vacated teaching position will be 33
34 classified as a primary one, and the teacher appointed will not 34
35 have the right to return to the specific position. 35
36

37 c. Before a primary vacancy is open to transfer, such vacancy shall 37
38 be made known to teachers within the building or systemwide 38
39 department. A written bulletin shall be visibly posted near the 39
40 sign-in sheet in the school office for a period of not less than 40
41 three (3) work days prior to making a resultant decision related 41
42 to that vacancy. These posting provisions may be shortened or 42
43 eliminated if there are fewer than three (3) teacher workdays 43
44 remaining in the school year. 44
45

46 d. If a resultant realignment of teaching staff within the building 46
47 or systemwide department can be effected to the mutual satisfac- 47
48 tion of those being realigned and the Administration, the vacancy 48
49 which remains shall be declared a primary vacancy open to transfer 49
50 as defined in this policy, unless this resulting vacancy is neces- 50
51 sary for the avoidance of declaration of surplus. 51
52

53 e. If no such agreement can be reached, the vacancy shall become a 53
54 primary vacancy open to transfer as defined in this policy. 54
55

1	2. Primary Vacancies (Procedures)	1
2		2
3	a. No teacher shall be denied the right to apply for a transfer	3
4	between the opening of school and April 1 provided the teacher is	4
5	qualified according to State Certification requirements.	5
6		6
7	b. Teachers desiring transfers will file a single application form	7
8	with the Personnel Department. A maximum of seven (7) schools or	8
9	departmental assignments may be designated as choices on the	9
10	transfer application unless, in the opinion of the Director of	10
11	Personnel Services, special circumstances warrant consideration	11
12	beyond the maximum of seven (7).	12
13		13
14	The Personnel Department will forward copies of the application to	14
15	the principals of all schools, and/or the administrators responsi-	15
16	ble for all departments, to which transfer is requested.	16
17		17
18	All copies of such applications will be destroyed and/or become	18
19	invalid on the opening day of school of the year following submis-	19
20	sion.	20
21		21
22	A teacher having a continuing interest in transfer must submit a	22
23	new application to keep the transfer request active for that	23
24	school year.	24
25		25
26	c. If there is only one teacher applicant who meets requirements	26
27	listed below, the teacher applicant shall be granted an interview	27
28	before the vacancy is filled.	28
29		29
30	If there are two or more applicants, one of the two highest rank-	30
31	ing in seniority who meets the requirements listed below will be	31
32	transferred:	32
33		33
34	(1) Appropriate certification and qualifications.	34
35		35
36	(2) North Central Requirements, if applicable.	36
37		37
38	(3) Major (state defined) preparation in the field, if appli-	38
39	cable.	39
40		40
41	The ability and willingness to accept extra pay assignments shall	41
42	be preferential consideration.	42
43		43
44	d. The teacher must accept the transfer unless he or she has notified	44
45	the Administration in writing of a desire to withdraw the request	45
46	before the date on which the transfer is issued. The application	46
47	of a teacher who withdraws will not apply towards satisfying the	47
48	requirements in Article IX B 2c (above).	48
49		49
50	e. Transfer will be effective at a date determined by the Administra-	50
51	tion, but not later than September 1 following the occurrence of	51
52	the vacancy.	52
53		53
54	C. Involuntary Transfer	54
55		55
56	1. Selection of Surplus Teachers	56

1 When teaching staff reduction in a particular building and/or system- 1
2 wide department is necessary, reasonable efforts for achieving volun- 2
3 tary transfers will be made. In the event there remains an excess of 3
4 teachers in any school or systemwide department, the following 4
5 sequence will be followed: 5
6

7 a. The principal and/or the systemwide departmental administrator 7
8 will first determine the essential course offerings needed to 8
9 provide an adequate program. Such a determination process presup- 9
10 poses an opportunity for input from the building teaching staff 10
11 including a general faculty meeting. 11
12

13 A similar opportunity for input will be provided for all system- 13
14 wide departmental teachers. 14
15

16 b. The principal and/or the systemwide departmental administrator 16
17 will then review the qualifications and certification of the 17
18 teachers in the building or systemwide department. 18
19

20 c. A possible realignment of teaching staff utilization will then be 20
21 thoroughly explored. If possible, teachers with greatest seniori- 21
22 ty who possess the required qualifications and certification will 22
23 remain in the building or systemwide department. 23
24

25 d. The principal or systemwide departmental administrator will then 25
26 make a list of the teachers who are then to be declared surplus 26
27 and will submit such list to the Personnel Office. 27
28

29 e. Upon request, the principal and/or systemwide departmental admin- 29
30 istrator will meet with a representative of the Union and the 30
31 teacher(s) being declared surplus for the purpose of reviewing the 31
32 available data upon which the decision was determined. 32
33

34 2. Assignment of Surplus Teachers 34 35

36 a. On or about May 10, or January 10, surplus teachers will be pro- 36
37 vided with a list of existing vacancies. Such teachers shall then 37
38 have five (5) working days to notify the Personnel Office of their 38
39 preferences for these vacancies. 39
40

41 b. The requirements for filling vacancies must be met when the 41
42 assignment of surplus teachers is considered. These are: 42
43

44 (1) Appropriate certification and qualifications. 44
45

46 (2) North Central requirements, if applicable. 46
47

48 (3) Major or Minor (defined by Michigan State Teaching Cer- 48
49 tificate). 49
50

51 The ability and willingness to accept extra pay assignments shall 51
52 be a preferential consideration. 52
53

54 c. Those expressing interest may be granted interviews before the 54
55 vacancy is filled. If seniority is not followed in making the 55
56 selection, any unsuccessful teacher applicant with more seniority 56

1 than the teacher selected may, upon request, be given the
2 reason(s) for the Administration's decision in writing. 1

- 3
4 d. By the last school day of each semester, the Personnel Department 4
5 will make every effort to notify all surplus teachers of their 5
6 placements. 6
7

8 D. Qualifications 8
9

10 Qualifications, in respect to the implementation of IX B 2c(1) and IX C 2b(1) 10
11 shall be restricted to specific, objective, and measurable items that are 11
12 demonstrably job-related in regard to any position. 12
13

14 It is the responsibility of the Administration: 14
15

- 16 (1) to establish the direct relationship between a qualification and a partic- 16
17 ular position; 17
18
19 (2) to make known the established qualification to any teacher seeking, or 19
20 being considered for, such a position; 20
21
22 (3) to assure uniform application of any qualification to all teachers under 22
23 such consideration. 23
24

25 The Union or any individual teacher involved may challenge the validity and/or 25
26 the application of any qualification. 26
27

28 It is recognized: 28
29

- 30 (1) that qualifications do exist respecting 7th and 8th grade teaching of 30
31 particular classes; 31
32
33 (2) that resource teachers are expected to demonstrate some years of rele- 33
34 vant experience as a qualification; 34
35
36 (3) that qualifications may be imposed by the conditions of a 36
37 state/federal grant or program. 37
38

39 E. Other Involuntary Transfers 39
40

41 It is understood that the Superintendent has the right to reassign a 41
42 teacher for valid and demonstrable reasons. Upon request, such reasons 42
43 may be provided in writing. In lieu of a written response the Superinten- 43
44 dent or the Superintendent's designee shall meet with the teacher to dis- 44
45 cuss the transfer. 45
46

47 F. Layoff 47
48

- 49 1. Should substantial and/or unforeseen changes or other conditions make 49
50 necessary a general reduction in the number of teachers employed by 50
51 the Board, the Board will retain those teachers qualified and certi- 51
52 fied for existing teaching positions having the longest creditable 52
53 service in the P-12 program. For purposes of this article, teachers 53
54 on leaves of absence are to be considered as current teachers. 54
55

56 Ties will be broken as per the provisions of VIII F. 56

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

ARTICLE X - GRIEVANCE PROCEDURE

A. Definition of Grievance

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

B. Statement of Basic Principles

1. Every teacher or group of teachers or the Union shall have the right to present grievances in accordance with these procedures.
2. All discussions shall be kept confidential during procedural stages of the resolution of a grievance.
3. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
4. The failure of an administrator at any level to communicate a decision to the teacher within the proper time limits shall permit the teacher to proceed to the next stage within the time allowed had the decision been rendered on time.
5. The failure of a teacher to appeal a decision to the next higher stage within the proper time limits shall constitute acceptance of the last written decision and shall bar future action on that particular grievance, unless a written waiver of time has been granted.
6. The Union has the right to have representative(s) present at all stages of any grievance.
7. The placement of a teacher on a third year of probation, the denial of tenure, or action brought against a teacher under the Tenure Act shall not be considered as falling within the province of the grievance procedure.
8. A teacher, or group of teachers, shall have the right to be present and/or to be represented, at the teacher's(s') option. If the teacher(s) elects to be represented, the teacher's(s') representative shall be the Union.
9. Any individual teacher may present grievances to the employer and have the grievances adjusted without intervention of the bargaining representative only if the bargaining representative has been given the opportunity to be present at such an adjustment and if the adjustment is not inconsistent with the terms of the collective bargaining contract or agreement.

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

10. Should the matter remain unresolved, the grievance shall proceed pursuant to the procedure prescribed in the "Formal Stages" of this article.
11. All formal grievances at all stages shall be submitted directly in writing to the Associate Superintendent for Administrative Services' Office. The Associate Superintendent for Administrative Services' Office will affix a time stamp promptly which will serve to activate the grievance officially. The Associate Superintendent for Administrative Services will disseminate copies to all parties involved and will serve as a clearing house for all steps in the grievance process. The Associate Superintendent for Administrative Services' Office will discuss with the President of the Union or designee any inadequacies or deficiencies in the filing of the grievance.

C. Individual Grievance Procedures

1. PRELIMINARY STAGE

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

2. FORMAL STAGES

Associate Superintendent for Administrative Services' Office

- a. All grievance(s) shall be recorded on the special grievance form hereinafter set forth. Said grievance shall specify the contract provisions which are alleged to have been violated and the remedy sought, signed by the individual teacher grievant(s), addressed to the administrator(s) being grieved against, and the white copy forwarded to the Associate Superintendent for Administrative Services' Office within fifteen (15) teacher working days of when a reasonably diligent person should have discovered the grievance.
- b. The administrator being grieved against shall return a copy of the grievance form to the Associate Superintendent for Administrative Services' Office with the decision in writing within ten (10) working days of the receipt of the grievance form.

Superintendent (or Superintendent's Designee)

- a. If the teacher is dissatisfied with the decision, the teacher may then appeal through the Associate Superintendent for Administrative Services' Office to the Superintendent, or the Superintendent's designee, within five (5) working days of the receipt of the decision of the building principal or other administrator.

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

Board of Education Stage

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

Arbitration

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

The arbitrator's award shall be final and binding on the Board and the Union and any teachers involved unless the Board of Education,

1 by vote of at least two-thirds (2/3) of its members taken within 1
2 fifteen (15) working days after receipt of the arbitrator's deci- 2
3 sion, shall elect to treat the award as advisory rather than final 3
4 or binding. In such event, the award shall not be final and bind- 4
5 ing but shall be advisory only, and shall be considered final for 5
6 purposes of exhausting the administrative process provided herein. 6
7

8 D. Group Grievance Procedures 8
9

10 PROCEDURE A: 10
11

12 Teachers in one building or systemwide department who have the same griev- 12
13 ance, shall proceed as indicated in 1 or 2 below. 13
14

- 15 1. They must submit a written statement of their grievance to the Bar- 15
16 gaining Agent whose responsibility it shall be to advise the 16
17 aggrieved. All deliberations shall be kept confidential. The Bar- 17
18 gaining Agent shall represent the aggrieved teachers only at the 18
19 request of the aggrieved group. The procedures used for group griev- 19
20 ances shall begin at the first written stage. Regulations established 20
21 for individual grievances shall then be followed by the group. 21
22

23 OR 23
24

- 25 2. If a group of teachers in one building or systemwide department has 25
26 the same grievance and elects not to be represented by the Bargaining 26
27 Agent, each member of the group shall sign a statement of the griev- 27
28 ance and submit such statement to the Associate Superintendent for 28
29 Administrative Services' Office. At the conference, the grievance 29
30 shall be presented by not more than three persons chosen by the 30
31 aggrieved. Regulations established for individual grievances shall 31
32 then be followed by the group. 32
33

34 PROCEDURE B: 34
35

36 Teachers in more than one building or systemwide department who have the 36
37 same grievance shall proceed as indicated in 1 or 2 below. 37
38

- 39 1. They shall submit a written statement of their grievance to the Bar- 39
40 gaining Agent, whose responsibility it shall be to advise the 40
41 aggrieved. All deliberations shall be kept confidential. The Bar- 41
42 gaining Agent shall represent the aggrieved teachers only at the 42
43 request of the aggrieved. However, the Bargaining Agent, at its 43
44 option, may have a representative present at such deliberations. The 44
45 procedures used for group grievances shall begin at the Superinten- 45
46 dent's Stage with the Superintendent or designee. Regulations estab- 46
47 lished for individual grievances shall then be followed by the group. 47
48

49 OR 49
50

- 51 2. If a group of teachers in more than one building or systemwide depart- 51
52 ment have the same grievance and elect not to be represented by the 52
53 Bargaining Agent, each member of the group shall sign a statement of 53
54 the grievance and submit such statement to the Superintendent or des- 54
55 ignee through the Associate Superintendent for Administrative 55
56 Services' Office. At the conference the aggrieved shall be 56

1 represented by not more than three persons chosen by the aggrieved. 1
2 However, the Bargaining Agent, at its option, may have a representa- 2
3 tive present at such deliberations. Regulations established for indi- 3
4 vidual grievances shall then be followed by the group. 4
5

6 E. Grievance Forms 6
7

8 All written grievances will be presented on a form as follows: 8
9

10 P-12 GRIEVANCE FORM 10
11 DEARBORN FEDERATION OF TEACHERS 11
12 LOCAL NO. 681 A.F.T. (AFL-CIO) 12
13

14 Date Submitted _____ 14
15

16 To: (Name & Position to Whom Directed) 16
17 From: (Person(s) and School(s) Submitting Grievances) 17
18 Re: (Contract Provision(s) Invoked) 18
19

20 CHECK ONE: I do (), do not () wish the Union to represent me in 20
21 this grievance. 21
22

23 STATEMENT OF GRIEVANCE: 23
24 REMEDY: 24
25

26 _____ 26
27 Signature 27

28 ARTICLE XI - PROBATIONARY TEACHERS 28
29

30 A. At least three and preferably four classroom observations per year shall 30
31 be made by the building administrator, or in the event of incapacity, by a 31
32 designee of the Administration. In the case of teachers in special sub- 32
33 ject areas, an appropriate administrator may make the probationary 33
34 appraisal. 34
35

36 B. When a Teacher Evaluation Form is submitted, the teacher may write any 36
37 comments deemed appropriate. The teacher's written comments will be 37
38 attached to the Teacher Evaluation Form. 38
39

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

44 Such reason(s) shall be based upon observation and/or other relevant con- 44
45 siderations. In addition, the Administration shall provide, at the 45
46 request of the affected teacher, for a conference with the Personnel 46
47 Director. 47
48

49 D. If unusual circumstances prevail, the Administration may, at its option, 49
50 and upon notification to the Union of the existence of such circumstances, 50
51 waive the requirements stated in Item A above. 51
52

53 E. Prior to the writing of a report, it is desirable that a conference be 53
54 held with the teacher involved. If any weaknesses are to be cited, a 54
55 conference will take place. 55

1	F. The principal will offer constructive comments in writing regarding any	1
2	weaknesses observed.	2
3		3
4	G. Any teacher on probation may request an observation.	4
5		5
6	H. When circumstances arise, such as extended ill health that would require a	6
7	tenure teacher to take a personal leave, the Administration may require	7
8	the probationary teacher to submit a letter of resignation.	8
9		9
10	I. No probationary teacher shall be extended rights and/or privileges not	10
11	granted a tenure teacher.	11
12		12
13	ARTICLE XII - SELECTION OF P-12 SUMMER SCHOOL TEACHERS	13
14		14
15	A. Application shall be made to the Personnel Office on forms provided.	15
16	Application will be accepted and confirmed according to instructional	16
17	level: senior high, junior high, upper elementary, primary.	17
18		18
19	B. If there are more teacher applicants who meet the qualification standards	19
20	of the North Central Association than there are teacher positions to be	20
21	filled, preference shall be given in the following order.	21
22		22
23	1. Teachers presently employed by the Dearborn School System, including	23
24	those on leave, who are on tenure on February first of the calendar	24
25	year in which application is made.	25
26		26
27	2. Teachers who have taught in the regular day school program in the	27
28	designated subject area in the past three (3) years or who have been	28
29	assigned to the designated subject area for the coming year.	29
30		30
31	3. Teachers who have not taught in a summer school program in or funded	31
32	through the Dearborn School System within the past three (3) summers.	32
33		33
34	4. Teachers who have not taught in a summer school program in or funded	34
35	through the Dearborn School System within the past two (2) summers.	35
36		36
37	5. Teachers who have not taught in a summer school program in or funded	37
38	through the Dearborn School System the previous summer.	38
39		39
40	6. Teachers who have taught in a summer school program in or funded	40
41	through the Dearborn School System the previous summer.	41
42		42
43	7. Above factors being equal, preference will be given to the teacher(s)	43
44	with senior service in the Dearborn School System.	44
45		45
46	8. All classes offered as remedial non-credit courses shall be open for	46
47	application to all appropriately certified teachers regardless of	47
48	grade level.	48
49		49
50	9. If a list of qualified teachers is polled and there is a refusal of	50
51	one class by all, then the priority list will be re-polled with the	51
52	understanding that acceptance will not affect future eligibility.	52
53	Failure to achieve coverage of the class in this manner will expose	53
54	the position to administrative action.	54
55		55

1 10. If a teacher of a summer school class is absent, the Administration 1
2 shall offer the opportunity to substitute to the applicant(s) next in 2
3 numerical order on the teacher priority list for that school year who 3
4 has indicated a willingness to substitute. 4
5

6 11. If summer school for any given year is cancelled, the teacher priority 6
7 list shall be carried over to the next summer school session. 7
8

9 C. Posting of priority lists shall be made in all buildings thirty (30) days 9
10 prior to the first day of the summer school session. 10
11

12 ARTICLE XIII - ADULT EDUCATION TEACHING 12
13

14 Certified teachers regularly employed in the Dearborn School System, who are 14
15 qualified for the position, shall be given preference over all other appli- 15
16 cants in the Adult Education Night School Program. 16
17

18 A. Basic Requirements: 18
19

20 1. For teachers of evening school classes which follow the regular daily 20
21 high school curriculum, for which high school credit is given and 21
22 which may lead to the attainment of an adult education school diploma, 22
23 the requirements shall be exactly the same as the regular full-time 23
24 high school teacher. 24
25

26 2. Specialized non-credit classes, excluding those classes offered for 26
27 credit in the regular day school program, may require teachers with 27
28 specific training and/or work experience. 28
29

30 B. Selection Procedure for Teachers in High School Credit and Non-Credit 30
31 Classes: 31
32

33 1. Applications shall be made to and confirmed by the Personnel Depart- 33
34 ment at the time such applications are solicited. Notice of same 34
35 shall be advertised in each school. 35
36

37 2. Notice of night school teaching positions for September through May 37
38 shall be advertised by April 30 of the preceding session. 38
39

40 3. The Adult Education Department shall be responsible for all appoint- 40
41 ments. The Personnel Department shall prepare and publish a priority 41
42 list. 42
43

44 4. No regular full-time Dearborn teachers shall teach more than two 44
45 nights per week without prior approval by the Superintendent of 45
46 Schools. 46
47

48 5. If there are more teacher applicants who meet the qualification stan- 48
49 dards of the North Central Association than there are positions to be 49
50 filled, preference shall be given in the following order: 50
51

52 a. Teachers who are on tenure. 52
53

54 b. Teachers who have taught in the regular day school program in the 54
55 designated subject area in the past three years or who have been 55
56 assigned to the designated subject area for the coming year. 56

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- c. Teachers who have not taught Adult Night School during the last two sessions.
- d. Teachers who have taught one of the last two sessions of Adult Night School.
- e. Teachers who have taught the last two sessions of Adult Night School. (Complete, alphabetically arranged teacher lists for the two previous years shall be made available by the respective administrators to the Adult Education Department.)
- f. Above factors being equal, preference will be given to the teachers with senior service in the Dearborn School System.
- g. If a teacher of an adult education class is absent, the Administration shall offer the opportunity to substitute to the applicant(s) next in numerical order on the teacher priority list for that school year who has indicated a willingness to substitute.

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ARTICLE XIV - SELECTION OF DRIVER EDUCATION TEACHERS

- A. Application shall be made to and confirmed by the Personnel Department on forms provided.
- B. Teachers who have not taught Driver Education in Dearborn before shall complete a driver education orientation course not to exceed eight hours.
- C. If there are more qualified (State Certified) teacher applicants than there are positions to be filled, preference shall be given in the following order:
 - 1. Teachers presently employed by the Dearborn School System, including those on leave, who are on tenure on February first of the calendar year in which application is made.
 - 2. Teachers who have eight (8) semester hours credit in driver education teacher preparation, specifically dealing with the preparation of new drivers and/or traffic safety, approved by the Michigan Department of Education and on file in the Personnel Office of the Dearborn School System.
 - 3. Teachers who have six (6) semester hours credit in driver education teacher preparation, specifically dealing with the preparation of new drivers and/or traffic safety, on file in the Personnel Office of the Dearborn School System.
 - 4. Teachers who have four (4) semester hours credit in driver education teacher preparation, specifically dealing with the preparation of new drivers and/or traffic safety, on file in the Personnel Office of the Dearborn School System.
 - 5. Teachers who have previously taught the course and who have two (2) hours credit in driver education teacher preparation, specifically dealing with the preparation of new drivers and/or traffic safety, on file in the Personnel Office of the Dearborn School System.

6. Teachers who have taught the least number of hours in the last two (2) summer driver education sessions.
 7. Above factors being equal, preference will be given to the teachers with senior service in the system.
 8. No one shall be scheduled for more than six (6) hours in any one work day unless in the judgment of the Administration an extension of this time is necessary.
- If an extension of this time is necessary, seniority shall prevail in the assignment of teachers to these additional hours.
9. If a teacher of a driver education class is absent, the Administration shall offer the opportunity to substitute to the applicant(s) next in numerical order on the teacher-priority list for that school year, who has indicated a willingness to substitute.

ARTICLE XV - LEAVES

- A. A leave is a Board approved absence without pay (except for Sabbatical) granted to teachers with provisions for certain rights and responsibilities before, during, and following such absences.
- B. In order for a leave request to be given consideration, it must be submitted to the Personnel Office in writing, and within prescribed time limits if applicable for the type of leave requested.
- C. A leave may be rescinded or terminated before the normal expiration date by mutual agreement between the teacher and the Board.
- D. Except as specifically provided, no payment of any kind will be made to or for any teacher while on a leave covered by this contract except that upon request to the Personnel Department, a teacher on Advanced Study Leave or Personal Leave - Other (page 27, 2e, line 20) can work as a substitute teacher in the District and receive pay as a substitute teacher.
- E. Leaves will be classified as Professional, Personal, or Civic as follows:
 1. Professional
 - a. Advanced Study
 - b. Sabbatical
 - c. Exchange Teaching/Assignment
 - d. Foreign Teaching/Assignment
 - e. Military School Teaching/Assignment
 2. Personal
 - a. Extended Health
 - b. Care of Immediate Family
 - c. Child Care
 - d. Involuntary Health
 - e. Other

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3. Civic

- a. Military
- b. Peace Corps/Vista
- c. Educational Organization
- d. Government Service

F. Professional Leaves

1. General Provisions

- a. A teacher returning from a Professional Leave of one year or less shall return to the specific school left, and to the specific department if applicable, or to the appropriate elementary level unless other arrangements are agreed upon by the teacher and the Administration, provided such arrangements are not in conflict with other provisions of the contract.
- b. Upon return from Professional Leave during which the conditions of such leave have been fulfilled, a teacher shall receive any regularly scheduled salary increases granted employees in service, including increments, and shall also be subject to any general salary adjustments which may be effected.
- c. Request for extension of leave of absence must be made in writing at least ninety (90) days prior to the end of the final semester of the leave. If a teacher is granted an extension beyond one (1) year, upon return the teacher shall be assigned a position for which the teacher is qualified. Failure to request extension within the time limit prescribed will constitute termination of leave. Failure either to secure extension of leave or to return to employment upon termination of leave will constitute termination of employment.
- d. Accumulated benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of such leave.
- e. A teacher who has been on a Professional Leave shall not be eligible for another Professional Leave for a three-year period after return.
- f. Application for Professional Leave shall be filed in the Personnel Office not later than April 15th or December 1st preceding the semester that the leave shall become effective. The process of the formulation of the recommendation by the Superintendent and deliberation and determination by the Board will be accomplished within thirty (30) days after the expiration of these respective deadlines.
- g. Notices received relative to opportunities for professional leaves shall be made available to teachers by the administration.

2. Advanced Study Leave

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1	a.	Any tenure teacher with a minimum of three (3) years of active	1
2		service in the Dearborn School System may be granted a leave of	2
3		absence without pay for advanced study for a period not to exceed	3
4		one year, upon the recommendation of the Superintendent. Any	4
5		extension of time shall be made only by special action of the	5
6		Board of Education upon the recommendation of the Superintendent.	6
7			7
8	b.	Upon return from Advanced Study Leave, the teacher shall submit an	8
9		appropriate report to the Superintendent. If an abuse of the	9
10		leave's purpose is apparent, it will be treated as a personal	10
11		leave with no increment accruing.	11
12			12
13	3.	Sabbatical Leave	13
14			14
15	a.	Sabbatical Leave shall be interpreted as leave from active duty	15
16		granted to any teacher after seven years of active service in	16
17		Dearborn for the purpose of improving instruction in the Dearborn	17
18		Schools. (Military Leaves or Peace Corps/Vista Leaves shall be	18
19		counted as active service.) Sabbatical Leave may be granted for	19
20		one year or for one semester as may be recommended by the Superin-	20
21		tendent and approved by the Board of Education.	21
22			22
23	b.	Leave granted for professional study, for work on publications,	23
24		for travel, or for travel combined with study, or for any other	24
25		reasons which, in the opinion of the Superintendent, will improve	25
26		instruction in the Dearborn Public Schools or will improve the	26
27		efficiency of the teacher, shall be considered consistent with the	27
28		purposes of sabbatical leave.	28
29			29
30	c.	Remuneration to teachers granted such leave shall be at the rate	30
31		of one half the salary to be received at the time leave begins and	31
32		not to exceed one year.	32
33			33
34	d.	Not more than two per cent of all teachers may be granted sabbati-	34
35		cal leave in any one year.	35
36			36
37	e.	In determining recommendations on requests for sabbatical leaves	37
38		the Superintendent will consider the following items:	38
39			39
40		The extent of the applicant's professional study, growth, contri-	40
41		bution, and successful service during the preceding seven years.	41
42			42
43		The extent to which plans submitted for use of time while on leave	43
44		are definite and educationally constructive.	44
45			45
46		Length of period of active service in the Dearborn Schools.	46
47			47
48		Reasonable and equitable distribution of applicants among the	48
49		different levels and departments in the system.	49
50			50
51		Order in which applications are received. Denial of request for	51
52		sabbatical leave may include a written explanation from the Super-	52
53		intendent or designee, if requested in writing by the applicant.	53
54			54
55	f.	Upon return from sabbatical leave the teacher shall submit an	55
56		appropriate report to the Superintendent. If an abuse of the	56

1	leave is apparent, the Board may institute proceedings to recover	1
2	an appropriate amount of the monies paid while on sabbatical.	2
3		3
4	g. A teacher upon completion of a sabbatical leave shall return to	4
5	the Dearborn Public Schools for a period of one school year.	5
6		6
7	h. A teacher not returning to the Dearborn Public Schools for the	7
8	period of one school year upon completion of sabbatical leave	8
9	shall, except in the event of death, reimburse the Dearborn Board	9
10	of Education for all monies received from it and the cost of all	10
11	insurance benefits provided by it.	11
12		12
13	4. Exchange Teaching Leave	13
14		14
15	a. Any such request shall be judged by the Superintendent upon its	15
16	merits, namely, what benefits may be derived through such an	16
17	assignment.	17
18		18
19	b. After having served five years in the Dearborn School System,	19
20	leave for exchange teaching and/or assignment may be granted for a	20
21	period of one year, subject to a request of renewal of one year	21
22	only, provided that renewal is requested by the individual and the	22
23	U.S. Office of Education and that appropriate arrangements are	23
24	made through the U.S. Office of Education. Such a leave may not	24
25	be repeated until the expiration of another three-year period.	25
26		26
27	c. Not more than one per cent of all teachers may be granted leave in	27
28	any one year.	28
29		29
30	d. The plans as formulated by the Office of the United States Commis-	30
31	sioner of Education in which each exchange teacher remains under	31
32	control of the home district in the matter of pay, tenure, and	32
33	other related considerations, shall be in full effect in the	33
34	Dearborn Public Schools.	34
35		35
36	e. Opportunities for exchange teaching and/or assignment positions	36
37	shall be advertised in the staff newsletter.	37
38		38
39	5. Foreign Country or Military School Teaching Leave	39
40		40
41	a. Any request shall be judged by the Superintendent upon its merits,	41
42	namely, what benefits may be derived through such an assignment.	42
43		43
44	b. After having served three years in the Dearborn School System,	44
45	leave for foreign, or military teaching and/or assignment may be	45
46	granted for one year and subject to renewal by the Board of Educa-	46
47	tion for an additional year, maximum of two years only, and not	47
48	repeated until the expiration of another three-year period after	48
49	returning to the Dearborn School System.	49
50		50
51	c. Not more than one per cent of all teachers may be granted leave in	51
52	any one year.	52
53		53
54	G. Personal Leaves	54
55		55
56	1. General Provisions	56

1	a. Personal Leaves may be granted to tenure teachers upon request	1
2	subject to the approval of the Superintendent and the Board of	2
3	Education.	3
4		4
5	b. Requests for Personal Leave should be submitted in writing to the	5
6	Personnel Office, accompanied by appropriate documentation as	6
7	indicated by the specific type of Personal Leave.	7
8		8
9	c. A teacher absent on Personal Leave shall receive any regularly	9
10	scheduled salary adjustments effected during the absence, exclud-	10
11	ing increments.	11
12		12
13	d. Request for extension of Personal Leave or notice of intention to	13
14	return must be made in writing to the Personnel Office at least	14
15	ninety (90) days prior to the end of the final semester of the	15
16	leave unless circumstances clearly preclude opportunity for such	16
17	notice. Failure to request extension or submit intention to	17
18	return will constitute termination of employment, subject to the	18
19	provisions of the State Tenure Act.	19
20		20
21	e. In the event that a declining enrollment combined with the effect	21
22	of seniority results in a surplus status of the teacher returning	22
23	from leave, the involuntary transfer provisions will take preced-	23
24	ence.	24
25		25
26	f. Return from Personal Leave shall be at the beginning of a school	26
27	year or semester, unless other arrangements can be made to the	27
28	mutual satisfaction of the teacher and the administration.	28
29		29
30	g. Upon return from Personal Leave of one year or less, the teacher	30
31	shall be assigned to the same building, grade level, and depart-	31
32	ment, to the extent that these are applicable to the teacher's	32
33	former assignment unless other arrangements are agreed upon by the	33
34	teacher and the Administration, provided such arrangements are not	34
35	in conflict with other provisions of the contract. Return from	35
36	personal leaves of more than one year shall be to a position in	36
37	the teaching areas of certification.	37
38		38
39	h. Accumulated benefits are carried forward from the effective date	39
40	of leave of absence and are credited upon return to employment at	40
41	the termination of the leave. Payment for accumulated leave days	41
42	may not be granted during the term of such leave.	42
43		43
44	2. Extended Health Leave	44
45		45
46	a. Leave may be granted based on mental or physical illness of a	46
47	tenure teacher. Such leave may be granted only if the teacher's	47
48	sick leave has been expended.	48
49		49
50	b. Request for Extended Health Leave shall be accompanied by a writ-	50
51	ten statement from the attending physician indicating basis for	51
52	leave request. Only those statements signed by medical or osteo-	52
53	pathic doctors shall be honored.	53
54		54
55	c. The Board agrees to extend Blue Cross-Blue Shield or Health	55
56	Alliance Plan or Health Care Network cash payment privileges for	56

1	the period of the leave to those teachers who have received an	1
2	Extended Health Leave. The teacher must make the monthly payment	2
3	to the Board in advance of the due date or shall forfeit all	3
4	rights under this provision.	4
5		5
6	d. Requests to return from Extended Health Leave must be accompanied	6
7	by a written statement from the attending physician stating the	7
8	teacher's fitness to return to employment. Only those statements	8
9	signed by a medical or an osteopathic doctor shall be honored.	9
10		10
11	3. Care of Family Leave	11
12		12
13	a. Leave may be granted to tenure teachers to care for ill members of	13
14	the immediate family. The immediate family shall be construed to	14
15	include: husband, wife, children, father, mother, brother, sis-	15
16	ter, grandparents, aunt, uncle, close relative-in-law, or close	16
17	associate.	17
18		18
19	b. Request for Care of Family Leave shall be accompanied by suffi-	19
20	cient proof of necessity for leave, including a statement from the	20
21	attending physician.	21
22		22
23	4. Child Care Leave	23
24		24
25	a. A tenure teacher who gives birth to a child, adopts a child,	25
26	assumes the legal responsibility of a child, or acquires a child	26
27	by marriage is eligible for Child Care Leave.	27
28		28
29	b. Request for Child Care Leave shall be submitted in writing to the	29
30	Personnel Office ninety (90) days prior to the date leave is to	30
31	begin, unless circumstances clearly preclude opportunity for such	31
32	notice.	32
33		33
34	c. Child Care Leave, when granted, initially shall be for whatever	34
35	portion remains of the school year in which leave begins, or for	35
36	the entirety of the school year in which leave begins. Such ini-	36
37	tial leave shall be subject to not more than three (3) annual	37
38	one-year renewals.	38
39		39
40	d. Request for renewal must be made to the Personnel Office in writ-	40
41	ing at least ninety (90) days before the end of the semester in	41
42	which leave will expire.	42
43		43
44	e. Return from Child Care Leave, other provisions of this contract	44
45	notwithstanding, will be to a comparable position in the Dearborn	45
46	Public Schools not later than three (3) years from the end of the	46
47	school year in which leave began. Failure to request renewal,	47
48	and/or failure to notify the Personnel Office in writing of intent	48
49	to return, at least ninety (90) days prior to the end of the final	49
50	semester of leave, in response to notification by the Personnel	50
51	Office, will constitute termination of employment.	51
52		52
53	f. A return from Child Care Leave prior to the expiration of the	53
54	leave shall occur only with the consent of the teacher and with	54
55	the approval of the Superintendent of Schools.	55

1 5. Involuntary Health Leave 1

2
3 A teacher may be requested to take Involuntary Health Leave when it 3
4 has become apparent to the Superintendent of Schools that the individ- 4
5 ual is no longer able physically and/or mentally to discharge the 5
6 duties of his/her position in a competent professional manner. 6
7

- 8 a. Upon the recommendation of the Superintendent, a teacher may be 8
9 required to take a physical or mental examination at Board of 9
10 Education expense. 10
11
12 b. When the examination is received, reviewed and evaluated, the 12
13 teacher may request that an examination by three physicians be 13
14 required; one physician shall be selected by the teacher, one 14
15 selected by the Board of Education, and a third one shall be mutu- 15
16 ally agreed upon by both parties. 16
17
18 c. Based upon the results of the examination(s), the Superintendent 18
19 shall submit a recommendation for action, if any, to the Board for 19
20 final determination. 20
21
22 d. The written request may be made by the Superintendent as often as 22
23 is deemed essential to the physical or mental welfare of the indi- 23
24 vidual employee involved. 24
25
26 e. A teacher requesting return from Involuntary Health Leave may 26
27 return only upon the recommendation of the Superintendent follow- 27
28 ing a reexamination according to the procedures outlined in Item a 28
29 or Item b, and by approval of the Board of Education within the 29
30 provisions of the State Tenure Act. 30
31
32 f. Reinstatement will occur no later than the beginning of the semes- 32
33 ter following the approval of the Superintendent's recommendation. 33
34
35 g. No increment credit for such leave shall be allowed in the salary 35
36 schedule. 36
37
38 h. Payment for accumulated sick leave days may be granted only at the 38
39 direction of the Superintendent. 39
40

41 6. Other Personal Leaves 41

42
43 Requests for Personal Leaves not specifically referred to in this 43
44 contract will be forwarded to the Personnel Office for consideration. 44
45 It is understood that any denial of any such request for a leave of 45
46 absence not specifically referred to in this contract is not subject 46
47 to the grievance procedure. 47
48

49 H. Civic Leaves 49

50
51 1. Military and Peace Corps/Vista Leaves 51

- 52
53 a. Any teacher who may enlist or be conscripted into the defense 53
54 forces of the United States for military service or training or 54
55 into the Peace Corps/Vista shall be reinstated as a teacher in the 55
56 Dearborn School System with full credit including the annual 56
57 increment(s) under the salary schedule. 57

- 1 b. A teacher on tenure shall return to the specific school left and 1
2 to the specific department, if applicable, or to the appropriate 2
3 elementary level. If the position has been discontinued by Board 3
4 action, the teacher shall be assigned to a comparable position at 4
5 the start of the next semester following the teacher's return. 5
6
7 c. When a teacher must take temporary Military Leave which cannot be 7
8 taken during the summer (not to exceed ten (10) school days) dur- 8
9 ing the school year, the Dearborn Board of Education shall compen- 9
10 sate the teacher involved for the difference between the teaching 10
11 pay for the period of service and the military pay for the week- 11
12 days of military service during the school year, and shall provide 12
13 a substitute for the position. 13
14
15 d. Request for return from leave must be made ninety (90) days prior 15
16 to the end of the final semester of leave. 16
17
18 e. Military Leave shall not extend beyond the time of original 18
19 enlistment or beyond the time necessary to discharge the teacher's 19
20 military obligation. However, a request for extension of leave 20
21 may be made subject to provision of Item d above. 21
22
23 f. Accumulated benefits are carried forward from the effective date 23
24 of leave of absence and are credited upon return to employment at 24
25 the termination of the leave. Payment for accumulated leave days 25
26 may not be granted during the term of such leave. 26
27
28 2. Governmental Service or Educational Organization Leave 28
29
30 a. Upon approval of the Board of Education a tenure teacher shall be 30
31 allowed to serve the term of office to which elected, re-elected, 31
32 appointed, or reappointed at any level of government or to a posi- 32
33 tion with a recognized educational organization at the state or 33
34 national level, provided such position is full-time and, further 34
35 provided that such leave need not be extended beyond four years. 35
36 The teacher shall notify the Board, upon being selected for such 36
37 office and in no case will the teacher take leave of the teaching 37
38 position unless at least fifteen (15) working days will have been 38
39 provided to locate a replacement. 39
40
41 b. Notification of the teacher's return from such leave shall be made 41
42 in writing to the Personnel Office no later than ninety (90) days 42
43 prior to the end of the final semester of leave. 43
44
45 c. A teacher on such leave shall return to a comparable position in 45
46 the Dearborn School System at the beginning of the semester fol- 46
47 lowing notification. 47
48
49 d. A teacher on such leave shall receive no pay from the Dearborn 49
50 Board of Education. 50
51
52 e. A teacher returning from such leave after a period of less than 52
53 one year shall be placed on the salary step which would have been 53
54 attained if leave had not been taken. 54
55

- 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.
- g. Not more than one percent of all teachers shall be on such leave at any one time.
- 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.

ARTICLE XVI - ABSENCES OTHER THAN LEAVES

A. Personal Illness

1. All teachers shall earn one and one-half days per month for illness, emergencies, and funerals, subject to the restrictions in paragraph 5.
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).
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.
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.
5. Beginning in the 1989-90 school year, annual yearly allowance will be advanced as follows:
 - a. For teachers whose first day of active employment as a contract teacher with the Dearborn Public Schools was prior to September 1, 1986:

180 or less	- 15
181	- 14
182	- 13
183	- 12
184	- 11
185	- 10
186	- 9
187	- 8
188 or more	- 7
 - b. For teachers whose first day of active employment as a contract teacher with the Dearborn Public Schools was on or after September 1, 1986; and who, therefore, have a maximum accumulation of 135 days:

1	135 or less	- 15	1
2	136	- 14	2
3	137	- 13	3
4	138	- 12	4
5	139	- 11	5
6	140	- 10	6
7	141	- 9	7
8	142	- 8	8
9	143 or more	- 7	9

- 10
- 11 6. A part-time teacher on a written contract shall be allowed sick leave
- 12 benefits on a proportionate basis. Part-time teachers shall not
- 13 include substitute teachers. 13
- 14
- 15 7. A teacher who has run out of sick leave and who is temporarily sepa-
- 16 rated from work shall be considered to be on a temporary medical
- 17 absence for a period not to exceed two (2) months during which time
- 18 the district shall continue payment of hospital/surgical/medical bene-
- 19 fits and life insurance benefits. A teacher who returns to work can-
- 20 not exercise this option again during the same school year. 20
- 21
- 22 8. Upon severance of employment, a teacher credited with sick leave
- 23 allowance in advance of service shall reimburse the Board of Education
- 24 for all sick leave days used but not yet earned. 24
- 25
- 26 9. A teacher who is absent for fifteen (15) or more consecutive work days
- 27 will, upon request of the building administrator after the latter's
- 28 consultation with the Personnel Office, furnish the building adminis-
- 29 trator with a physician's statement certifying the teacher's physical
- 30 capability to return to work. Should such a statement not be avail-
- 31 able as a result of the teacher's treatment during the period of
- 32 absence and/or prove not to be available without additional cost to
- 33 the teacher, the Board will bear the expense of the procurement of
- 34 such a required certification. 34
- 35
- 36 10. If classes are cancelled in accordance with Article XVI.F., and a
- 37 teacher had already requested to use a sick day, that day will not be
- 38 counted against the teacher. 38
- 39

40 B. Personal Business 40

41 Each regularly employed teacher will be granted up to two (2) days per 41

42 year for Personal Business. These days are provided for the teacher to 42

43 take care of important personal matters that cannot be taken care of out- 43

44 side of the regular school day. Request must be made in advance to a 44

45 building administrator. 45

46

47

48 The Personal Business Day is not to be the first or last day of a school 48

49 semester or the day preceding or following a vacation or holiday which 49

50 falls on Monday through Friday while school is in session unless approved 50

51 by the Superintendent. Any unused personal business days shall be added 51

52 to the teacher's accumulated sick days unless a teacher's personal sick 52

53 bank accumulation exceeds one hundred eighty (180) days (for teachers 53

54 whose first day of active employment as a contract teacher with the 54

55 Dearborn Public Schools was prior to September 1, 1986); or one hundred 55

56 thirty-five (135) days (for teachers whose first day of active employment 56

1 as a contract teacher with the Dearborn Public Schools was on or after 1
2 September 1, 1986). 2

3
4 C. Emergencies 4

5
6 Teachers shall be allowed leave for emergencies. Emergencies under the 5
7 above policy shall be construed to be: 6
8 7

- 9 1. Quarantine of teacher or teacher's living quarters. 9
10 10
11 2. Death in the immediate family. (The immediate family shall be con- 11
12 strued to include: husband, wife, children, father, mother, brother, 12
13 sister, grandparents, aunt, uncle, and close relatives-in-law or close 13
14 associates.) 14
15 15
16 3. Required court appearance, or required appearance before any other 16
17 public agency having subpoena powers, not to exceed ten days in any 17
18 one school year. These days shall not be deducted from the accumulat- 18
19 ed sick leave days if the teacher is requested by an agency of the 19
20 court or subpoenaed to appear on behalf of a student with whom the 20
21 teacher is or was associated. 21
22 22
23 4. To provide care for a member of the family when no other arrangements 23
24 are possible, not to exceed ten (10) days in any one school year. (The 24
25 immediate family shall be construed to include: husband, wife, chil- 25
26 dren, father, mother, brother, sister, grandparents, aunt, uncle, and 26
27 close relatives-in-law.) 27
28 28
29 5. Such days, designated as emergencies shall be deducted from the accu- 29
30 mulated sick leave of the teacher. 30
31 31
32 6. Any request for an extension of time with regard to Items 3 and 4 32
33 above shall be made in writing to the Superintendent and shall be 33
34 subject solely to his/her approval. 34
35 35

36 D. Religious Observance 36

- 37 37
38 1. All teachers shall be granted such days as may be required by their 38
39 religion for holy observance and abstention from work. Such days 39
40 shall be deducted from sick leave accumulation. 40
41 41
42 2. Holidays recognized by the contract between the DFT and the Board of 42
43 Education shall not be deducted from the teacher's sick leave accumu- 43
44 lation. 44
45 45

46 E. Jury Duty 46

47 47
48 Teachers serving on juries during the regular school year shall suffer no 48
49 financial penalty, except that it be the understanding that whatever 49
50 amount is earned in such capacity be returned to the Board of Education 50
51 and that such teachers be paid their regular salary by the Board. A 51
52 teacher may be requested but not required to seek being excused from such 52
53 duty. Such days shall not be deducted from the accumulated sick leave 53
54 days. 54
55 55

56 F. Catastrophes 56

1 No teacher will suffer loss of pay or deduction from leave days in the 1
2 event a general catastrophe (such as extremely severe snowstorm) makes it 2
3 impossible to report. Existence of catastrophe will be determined by the 3
4 Superintendent. 4
5

6 G. Summer School, Adult Education, and Driver Education Programs 6
7

8 A maximum of two (2) days, non-cumulative, per summer session shall be 8
9 granted for personal illness, emergencies, or religious observance, 9
10 including teachers in the summer driver education program. 10
11

12 A maximum of one (1) evening, non-cumulative, per Adult Education semester 12
13 shall be granted for personal illness, emergencies, or religious obser- 13
14 vance. 14
15

16 A maximum of one (1) day, non-cumulative, per Driver Education semester 16
17 during the regular school year shall be granted for personal illness, 17
18 emergencies, or religious observance. 18
19

20 H. Other Absences 20
21

22 Absences during the school year for reasons other than those listed in 22
23 Section XVI will not be permitted unless requested in writing in advance 23
24 by the teacher and approved by the Superintendent or designated represen- 24
25 tative. 25
26

27 ARTICLE XVII - CONFERENCES, WORKSHOPS, CONVENTIONS, VISITATION DAYS 27
28

29 Conferences, workshops, conventions, and visitations days offer valuable 29
30 inservice opportunities to teachers; therefore, a reasonable number of teach- 30
31 ers, within the limitations of budget appropriations, should be encouraged to 31
32 attend same provided that qualified substitutes are available. Attendance at 32
33 such conferences shall be rotated among those applying within a building or 33
34 within those systemwide departments with specifically allocated funds on as 34
35 equitable a basis as possible. 35
36

37 A. Educational and Professional Meetings 37
38

- 39 1. Teacher requests to attend meetings are to be submitted on the proper 39
40 forms at least seven (7) days prior to the meeting. Late requests 40
41 will be considered on their merits. 41
42
- 43 2. Requests must be submitted to the designated administrator for approv- 43
44 al to attend. 44
45
- 46 3. Upon approval, full expenses may be allowed as follows: 46
47
- 48 a. Transportation 48
49
- 50 (1) The current mileage rate will be paid for trips up to 200 50
51 miles round trip. 51
52
- 53 (2) If more than one employee is making the same trip by automo- 53
54 bile, rides shall be pooled if requested by the Administra- 54
55 tion. However, consideration will be given to requests for 55
56 exceptions to this rule. 56

1	(3) The full cost of the nearest route by air coach will be paid	1
2	for trips of more than 200 miles.	2
3		3
4	b. Lodging, Meals, Registration Fees, etc.	4
5		5
6	(1) Full reimbursement shall be allowed for rooms with reasonable	6
7	judgment exercised in type and cost.	7
8		8
9	(2) Full reimbursement shall be allowed for meals with reasonable	9
10	judgment exercised in cost.	10
11		11
12	(3) Teachers will be reimbursed for program registration fees,	12
13	local transportation, and reasonable incidental expenses.	13
14		14
15	c. A copy of the amounts expended in these areas by teacher(s) in	15
16	each building shall be sent to the Union Office at the end of each	16
17	school year.	17
18		18
19	4. The principal or appropriate administrator is encouraged to administer	19
20	conference and convention accounts in the following manner.	20
21		21
22	a. Appoint a teacher representative committee to work with the prin-	22
23	cipal or appropriate administrator in deciding who attends confer-	23
24	ences or conventions.	24
25		25
26	b. Post a list of the names of teachers who are scheduled to attend	26
27	conferences or conventions, where they are being held and their	27
28	dates.	28
29		29
30	c. Inform teachers, whenever possible, of various conferences and	30
31	conventions.	31
32		32
33	Special problems and needs are to be referred to the appropriate cen-	33
34	tral staff administrator.	34
35		35
36	B. Conferences Related to Civic Participation	36
37		37
38	Teachers serving as active members of civic or charitable committees and	38
39	organizations shall be granted reasonable opportunity to attend a related	39
40	convention. No expense incurred shall be reimbursed in such instances by	40
41	the Board of Education; however, there will be no loss of pay to the	41
42	teacher.	42
43		43
44	C. Professional Organization Meetings	44
45		45
46	Teachers serving as delegates to professional organizational meetings and	46
47	conventions concerned primarily with internal affairs of the professional	47
48	organization shall be permitted to attend such conventions without loss of	48
49	pay to the teacher, but no expense incurred shall be reimbursed in such	49
50	instances by the Board of Education.	50
51		51
52	Extensions of interpretation of "professional organizational meetings and	52
53	conventions concerned primarily with internal affairs of the professional	53
54	organization" shall be subject to the approval of the Superintendent or	54
55	designee based on justification of need by the DFT.	55

1 D. Visitation Days 1

- 2
- 3 1. Upon approval of the building administrator and the Division of Educa- 3
- 4 tional Services, days for visitation for teachers to educational or 4
- 5 related institutions may be granted during the year. 5
- 6
- 7 2. Current transportation allowance will be paid. 7
- 8

9 ARTICLE XVIII - DEPARTMENT CHAIRPERSONS 9

10 A. Selection 10

- 11
- 12
- 13 1. Any department that wishes to do so may hold an election in order to 13
- 14 determine the preferences of the teachers involved. The department 14
- 15 may indicate to the building administrator the results of the election 15
- 16 as their preferences. Such preferences shall have great weight with 16
- 17 the building administrator who selects the department chairperson. If 17
- 18 the principal does not concur with the preference of the department 18
- 19 before selecting a department chairperson, the principal will meet 19
- 20 with the department concerned to discuss the basis for their differ- 20
- 21 ences. No teacher will be appointed department chairperson without 21
- 22 the consent of the teacher involved. 22
- 23
- 24 2. Department chairpersons shall be selected from within the building 24
- 25 personnel of the department concerned, and whenever possible will be 25
- 26 selected by May 1 of each school year for the following year. Depart- 26
- 27 mental chairpersons shall be members of their department's systemwide 27
- 28 curriculum committee. 28
- 29

30 B. Compensation for Department Chairpersons (Senior High and Junior High) 30

- 31
- 32 1-5 class sections No Department Chairperson. 32
- 33 6-10 class sections Release from homeroom or extra duties. 33
- 34 11-25 class sections Release from both homeroom and extra duties. 34
- 35 26-49 class sections One hour assigned to departmental responsibil- 35
- 36 ities per semester. 36
- 37 50-74 class sections One hour one semester and two hours the other 37
- 38 semester assigned to departmental responsibil- 38
- 39 ities. 39
- 40
- 41 75 or more class sections Two hours each semester assigned to departmen- 41
- 42 tal responsibilities. 42
- 43
- 44

45 ARTICLE XIX - SCHOOL CALENDAR 45

46 The calendar shall provide for one hundred eighty-two (182) days of pupil 46

47 instruction and three (3) duty days for teachers. Days when pupil instruction 47

48 is not provided wherein teacher attendance is not required (because of condi- 48

49 tions not within the control of school authorities, such as heavy snowfall, 49

50 severe storms, fires, epidemics, or health conditions as defined by city, 50

51 county, township, or state health authorities) shall be treated in the follow- 51

52 ing manner: 52

53

- 1 1st day - Will not be rescheduled. 1
- 2 2
- 3 2nd day - June duty day may be rescheduled as a day of student instruc- 3
- 4 tion. 4
- 5 5
- 6 3rd and subsequent days - May be rescheduled at the end of the school year 6
- 7 at the discretion of the Superintendent. Such rescheduling 7
- 8 shall not affect, or otherwise require, an adjustment of salary, 8
- 9 compensation, or other benefits provided within this collective 9
- 10 bargaining agreement. 10
- 11

12 1988-89 Calendar 12

- 13
- 14 September 5, Monday: Labor Day; schools closed. 14
- 15 September 6, Tuesday: Teachers report. Preschool preparation (duty day). 15
- 16 September 7, Wednesday: Schools open. All students one-half day. 16
- 17 September 8 & 9, 17
- 18 Thursday & Friday: One-half day for first grade only. 18
- 19 November 23, Wednesday: Schools close end of day, Thanksgiving recess. 19
- 20 November 28, Monday: Schools reopen. 20
- 21 December 21, Wednesday: Schools close end of day, Christmas recess. 21
- 22 January 4, Wednesday: Schools reopen. 22
- 23 January 27, Friday: First semester ends. No students, all levels 23
- 24 (duty day). 24
- 25 January 30, Monday: Second semester begins. Elementary students, all 25
- 26 day. Junior and senior high students, one-half day. 26
- 27 February 3, Friday: Schools close end of day, Midwinter recess. 27
- 28 February 7, Tuesday: Schools reopen. 28
- 29 March 23, Thursday: Schools close end of day, Spring recess. 29
- 30 April 3, Monday: Schools reopen. 30
- 31 May 26, Friday: Schools close end of day, Memorial Day recess. 31
- 32 May 30, Tuesday: Schools reopen. 32
- 33 June 15, Thursday: Commencement, senior high schools. 33
- 34 June 16, Friday: No students, all levels (duty day). 34
- 35

36 1989-90 Calendar 36

- 37
- 38 September 4, Monday: Labor Day; schools closed. 38
- 39 September 5, Tuesday: Teachers report. Preschool preparation (duty day). 39
- 40 September 6, Wednesday: Schools open. All students one-half day. 40
- 41 September 7 & 8, 41
- 42 Thursday & Friday: One-half day for first grade only. 42
- 43 November 22, Wednesday: Schools close end of day, Thanksgiving recess. 43
- 44 November 27, Monday: Schools reopen. 44
- 45 December 22, Friday: Schools close end of day, Christmas recess. 45
- 46 January 8, Monday: Schools reopen. 46
- 47 January 26, Friday: First semester ends. No students, all levels 47
- 48 (duty day). 48
- 49 January 29, Monday: Second semester begins. Elementary students, all 49
- 50 day. Junior and senior high students, one-half day. 50
- 51 April 12, Thursday: Schools close end of day, Spring recess. 51
- 52 April 23, Monday: Schools reopen. 52
- 53 May 25, Friday: Schools close end of day, Memorial Day recess. 53
- 54 May 29, Tuesday: Schools reopen. 54
- 55 June 14, Thursday: Commencement, senior high schools. 55
- 56 June 15, Friday: No students, all levels (duty day). 56

1	<u>1990-91 Calendar</u>		1
2			2
3	September 3, Monday:	Labor Day; schools closed.	3
4	September 4, Tuesday:	Teachers report. Preschool preparation (duty day).	4
5	September 5, Wednesday:	Schools open. All students one-half day.	5
6	September 6 & 7,		6
7	Thursday & Friday:	One-half day for first grade only.	7
8	November 21, Wednesday:	Schools close end of day, Thanksgiving recess.	8
9	November 26, Monday:	Schools reopen.	9
10	December 21, Friday:	Schools close end of day, Christmas recess.	10
11	January 7, Monday:	Schools reopen.	11
12	January 25, Friday:	First semester ends. No students, all levels (duty day).	12
13			13
14	January 28, Monday:	Second semester begins. Elementary students, all day. Junior and senior high students, one-half day.	14
15			15
16	March 28, Thursday:	Schools close end of day, Spring recess.	16
17	April 8, Monday:	Schools reopen.	17
18	May 24, Friday:	Schools close end of day, Memorial Day recess.	18
19	May 28, Tuesday:	Schools reopen.	19
20	June 13, Thursday:	Commencement, senior high schools.	20
21	June 14, Friday:	No students, all levels (duty day).	21
22			22
23			23

ARTICLE XX - TEACHING LOAD

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

A. Student Teacher Ratio

- P-6 - 1 to 28 (Equated, in Kindergarten)
- 7-8 - 1 to 20
- 9-12 - 1 to 19.5

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

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

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

Senior High - Principal, assistant principal, special education teacher, speech correctionist, nurse, school social worker, school psychologist, departmentally assigned TESOL and learning disability, "third" media

specialist (if assigned) work coordinating time and resource teacher time assigned to the central office (if applicable).

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

B. Class Size

1. If the size of any elementary or special area class reaches thirty-two (32), the building administrator will explain the reasons to the teacher concerned. If the teacher is not satisfied, the teacher may request that the administrator explore with the Union the possibilities of reducing the size of the class. In such event a meeting between appropriate representatives of the Administration and the Union will be held within ten (10) days of the request to seek a solution to the problem.

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

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

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

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

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

ARTICLE XXI - MISCELLANEOUS ARTICLES

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

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

- 1 C. The final responsibility for the selection of textbooks and other instruc- 1
- 2 tional materials rests with the Board and the Administration. However, 2
- 3 teachers will participate in such selections when a change in, or addition 3
- 4 to, textbooks or other instructional materials is contemplated. 4
- 5 5
- 6 D. Building principals will take into consideration the reasonable requests 6
- 7 of teachers for clerical assistance and attempt to provide such assistance 7
- 8 with the existing secretarial staff. 8
- 9 9
- 10 E. The Administration will continue to make a reasonable effort to provide 10
- 11 off-street parking facilities for teachers and to maintain such facilities 11
- 12 during school in-session days. 12
- 13 13
- 14 F. Interruption of classroom instruction shall be permitted only in cases of 14
- 15 emergency or when no other reasonable alternative is possible. 15
- 16 16
- 17 G. Those days or portions thereof designated as teacher work days without 17
- 18 students should be reserved, insofar as possible, for the purpose of 18
- 19 record keeping and for preparation for the ensuing semester. Building 19
- 20 administrators will make every effort to avoid scheduling of teacher meet- 20
- 21 ings which might conflict with such purposes. 21
- 22 22
- 23 H. Each teacher is entitled to freedom of discussion within the classroom on 23
- 24 all matters which are relevant to the course of study and within the 24
- 25 teacher's area of professional competence. 25
- 26 26
- 27 In addition, recognizing that differing points of view do exist and that 27
- 28 such differences should be identified and respected, the teacher shall 28
- 29 have the responsibility of providing the opportunity for the reasonable 29
- 30 expression of relevant ideas on the part of students. 30
- 31 31
- 32 I. Before eliminating programs, departmentalizing staff, issuing job specifi- 32
- 33 cations, or designating courses as "AVIP" offerings or offering inter- 33
- 34 active video courses, the Administration will review its plans with the 34
- 35 Union prior to making a final determination. 35
- 36 36
- 37 J. A teacher who is faced with disciplinary action or reprimand has the right 37
- 38 to request immediate Union representation. If such representation is 38
- 39 unavailable, the meeting shall be rescheduled within one working day. 39
- 40 40
- 41 K. 1. Should the temperature in any classroom fall below sixty degrees (60°) 41
- 42 F for more than twenty-four (24) hours, the building administration 42
- 43 shall make every effort to relocate said class until the situation is 43
- 44 resolved. 44
- 45 45
- 46 2. The Board will provide each school with typing and reproduction equip- 46
- 47 ment and supplies to aid teachers in the preparation of instructional 47
- 48 materials. 48
- 49 49
- 50 ARTICLE XXII - ELEMENTARY PARENT-TEACHER CONFERENCES 50
- 51 51
- 52 A. At the elementary level, parent-teacher conferences may be scheduled dur- 52
- 53 ing the day or evening on a ratio not to exceed eight (8) students or 53
- 54 majority fraction thereof per half day per conference round. 54
- 55 55

1 B. Conference schedules mutually agreed upon by the individual teacher and 1
2 the building administrator shall be made out in advance. 2
3 3

4 C. When evening conferences are held, one-half day released time for those 4
5 teachers involved shall be granted the day of the evening conferences or 5
6 the following day, but in no case shall this released time be granted on a 6
7 Friday afternoon or immediately before or after a holiday or vacation 7
8 period. 8
9 9

10 ARTICLE XXIII - TEACHER PERSONNEL FILES 10
11 11

12 A. Any teacher will have the right to inspect his or her personnel file. The 12
13 teacher must make an appointment with the Personnel Department in order 13
14 that an employee of that Department will be available to be present when 14
15 the teacher inspects the file. Confidential credentials and personal 15
16 references normally sought at the time of employment are specifically 16
17 exempted from review. The administrator will remove these documents from 17
18 the file prior to a review of the file by the teacher. 18
19 19

20 B. A copy of any material concerning a teacher's conduct, service, character 20
21 or personality will be sent to the teacher prior to said material being 21
22 placed in the teacher's file. 22
23 23

24 ARTICLE XXIV - SCHOOL MAIL SERVICE AND FACILITIES 24
25 25

26 A. Teacher organizations shall have the right to use school mailboxes and the 26
27 inter-school mail service for organization material, provided that all 27
28 such material is clearly identified and the organization accepts all 28
29 responsibility for such material. 29
30 30

31 B. Individual teachers will not be prohibited from judicious use of the 31
32 school mail service. 32
33 33

34 ARTICLE XXV - SUBSTITUTE TEACHERS 34
35 35

36 The Board agrees to maintain a list of substitute teachers for elementary and 36
37 secondary schools, and every effort will be made to secure necessary substi- 37
38 tutes for teachers who are absent. A teacher may request a particular substi- 38
39 tute. When a teacher feels that a substitute has done an unsatisfactory job, 39
40 the teacher should file a complaint with the principal. In addition, the 40
41 teacher shall have the right to request a change of substitute through the 41
42 building administrator. A laid-off teacher may, upon application, be granted 42
43 priority status on the substitute teacher list. 43
44 44

45 In order to achieve preparation time for elementary teachers, first priority 45
46 for the use of substitute teachers beyond regular grade or special education 46
47 placement, shall be for the absence of special area teachers (e.g., art, vocal 47
48 music, instrumental music, physical education). 48
49 49

50 It is mutually agreed that the common interest in the education of children 50
51 requires consideration not only of the availability but the competencies 51
52 and/or willingness of substitutes to render services in the particularized 52
53 special area(s). 53

1 ARTICLE XXVI - WORKERS' COMPENSATION 1

2
3 The policy pertaining to pay for teachers injured while on duty for the school 2
4 follows: 3
5 4

6 A. That the School District continue furnishing Workers' Compensation: 5
7 6

- 8 1. Benefits to be paid upon injury according to State regulations with a 7
9 reserve established for each claim on file. 8
10 2. The responsibility in administering this program be given the Director 9
11 of Business Services. 10
12 3. That any payment made under this coverage be charged under Fixed 11
13 Charges-Workers' Compensation Insurance and a General Fund check be 12
14 issued. 13
15 16
17 17

18 B. That the School District continue to supplement the benefits as follows: 18
19 19

- 20 1. Benefits to supplement that paid under the Workers' Compensation and a 20
21 teacher's regular pay. 21
22 2. That this benefit be automatically paid when a teacher receives bene- 22
23 fits under Workers' Compensation. If the Workers' Compensation provi- 23
24 sion is terminated, this benefit is also to terminate. 24
25 3. That this benefit be paid not to exceed ninety days, then the teacher 25
26 must use any accumulated sick leave and/or vacation days: prior to 26
27 extending this benefit up to an additional ninety days, a review of 27
28 this case shall be made to either continue or use the teacher in 28
29 another job classification. 29
30 4. That any payment made under this coverage be charged under Fixed 30
31 Charges-Supplemental Pay Benefit and a payroll check be issued with 31
32 all deductions made therefrom especially required by Federal tax laws. 32
33 33
34 34
35 35
36 36

37 ARTICLE XXVII - HEALTH BENEFITS 37
38 38

39 A. The Board of Education shall provide coverage hospital-surgical-medical 39
40 benefits. Coverages shall be the hospital expense benefits provided for 40
41 semiprivate accommodations under the Comprehensive Hospital Care Certifi- 41
42 cate of Michigan Hospital Service with MVF No. 2 and Master Medical and 42
43 the surgical-medical expense benefits provided under the Employment Group 43
44 Benefits Certificate of Michigan Medical Service with Master Medical, 44
45 including Option VI, MVF No. 2, prescription coverage with the \$2.00 45
46 deductible and NC Rider and MMC-BL2 Psychiatric Rider and the Substance 46
47 Abuse Treatment Rider. It is the parties understanding that the Board of 47
48 Education contribution to the Psychiatric Rider MMC-BL2 is limited to a 48
49 \$12,000 per year expenditure. (Note: The change to Option VI Rider will 49
50 take effect on July 1, 1989.) 50
51 51

52 B. The Board of Education will make monthly contribution for the following 52
53 month's coverage on behalf of each subscribing teacher, while on the pay- 53
54 roll, toward the cost of the hospital-surgical-medical coverages described 54
55 above equal to the full subscription rate or premium charge for the 55
56 classification or coverage to which the teacher shall have subscribed 56

1 according to marital status and the number of dependents, provided that 1
2 such coverage is not in excess of the coverage described in the next para- 2
3 graph. 3
4 4

5 C. The coverage for which the Board of Education will contribute under the 5
6 foregoing may be, at the teacher's option, protection for (1) self, or (2) 6
7 self and family (as defined in the F Rider). Coverage will only be pro- 7
8 vided if proper enrollment forms and/or contract revision forms have been 8
9 properly filed with the Payroll Department. 9

10 D. For those teachers who do not desire the above coverage, the Board of 10
11 Education will make monthly contributions to Health Alliance Plan or 11
12 Health Care Network on behalf of subscribing teachers, while on the pay- 12
13 roll, towards the cost of such coverage on the same basis and subject to 13
14 the same limitations as are contained above. This coverage will be the 14
15 HAP or HCN equivalent of the above benefits insofar as possible. (HAP or 15
16 HCN basic coverage and Special Benefits rider). 16
17 17

18 It is the intention of the parties that the school district will not pro- 18
19 vide dual and/or coordinated coverage, whether it is because one spouse 19
20 works within the district and one works elsewhere, as it pertains to the 20
21 Employer providing hospital-surgical-medical benefits. 21
22 22

23 The parties agree that persons receiving dual and/or coordinated benefits 23
24 as of July 1, 1982, shall be allowed to continue said coverage unless the 24
25 Administration and the individual mutually agree to terminate this 25
26 arrangement of coverage. No other persons shall be so entitled. 26
27 27

28 E. Teachers may enroll under the "new hire" clause within thirty (30) days of 28
29 the date of original employment. Subsequent opportunities to enroll in 29
30 either of the above plans shall be provided only during enrollment periods 30
31 specified by the carriers. 31
32 32

33 F. Teachers who are on layoff status, but have a reasonable likelihood of 33
34 being rehired, will have BC/BS, HAP or HCN premiums continued for the 34
35 months of July and August following termination. 35
36 36

37 G. The Board shall provide the best possible family dental plan for the 37
38 available money. The Board's annual contribution will not exceed \$40.57 38
39 per month for each D.F.T. member. The details and the implementation of 39
40 such a program are to be planned for independently by a committee composed 40
41 of a representative of the central office and the representatives of the 41
42 Union. In the event the Union deems it beneficial to explore the possi- 42
43 bility of coverage jointly with one or more other groups, the representa- 43
44 tion of such an exploratory committee shall be proportional to the number 44
45 of members in each group, provided each group has at least one representa- 45
46 tive. 46
47 47

48 H. The Board of Education shall provide the best possible family optical plan 48
49 for the available money. The Board's annual contribution will not exceed 49
50 \$10.00 per month for each D.F.T. member. The details and the implementa- 50
51 tion of such a program are to be planned for independently by a committee 51
52 composed of a representative of the central office and the representatives 52
53 of the Union. In the event the Union deems it beneficial to explore the 53
54 possibility of coverage jointly with one or more other groups, the 54
55 representation of such an exploratory committee shall be proportional to 55
56 56

1 the number of members in each group, provided each group has at least one 1
2 representative. 2
3 3
4 I. Teachers on professional, personal or civic leave may continue, at their 4
5 own expense, the current health insurance coverage at the group rate, 5
6 provided the premiums shall be payable to the Business Office one month 6
7 prior to the date the Business Office must submit payment of premiums. 7
8 8
9 J. Teachers who so desire may subscribe, at the available group rate, to the 9
10 BC/BS, HAP or HCN, if available, Sponsor-Dependent Option at no cost to 10
11 the Dearborn Board of Education. 11
12 12
13 K. The Board of Education will provide, at no cost to the Dearborn Federation 13
14 of Teachers, a long-term disability plan. Specifics of this plan will be 14
15 as follows: 15
16 16
17 60% of normal monthly earnings (to be defined as position 17
18 on salary schedule plus longevity). 18
19 19
20 Waiting period: 180 consecutive calendar days. 20
21 21
22 Maximum annual covered salary: \$50,000 (based on 12 months). 22
23 23
24 Coverage for nervous and mental disabilities -- two years 24
25 or institutionalized. 25
26 26
27 Full maternity coverage. 27
28 28
29 The amount received from the insurance company will be reduced by any 29
30 primary remuneration received, or for which the employee is eligible dur- 30
31 ing the benefit period from the Board, the Michigan Public Schools Employ- 31
32 ees Retirement System, the Federal Social Security Act (both primary and 32
33 dependent), the Workers' Compensation Act, the Railroad Retirement Act, 33
34 Veterans' benefits or other such pensions, or payment for sick days. 34
35 35
36 Monthly benefits will not be reduced by any statutory or cost-of-living 36
37 increases in Social Security or MPSERS benefits. 37
38 38
39 The D.F.T. will be consulted regarding any change of carrier, details and 39
40 implementation of this plan. 40
41 41
42 L. All insurance coverages are subject to the rules and regulations of the 42
43 carriers. 43
44 44
45 ARTICLE XXVIII - GROUP TERM LIFE INSURANCE 45
46 46
47 A. The Board of Education will provide group term life insurance in the 47
48 amount of the annual contract salary of each teacher but in no case less 48
49 than \$17,500; said insurance shall include accidental death and dismember- 49
50 ment benefits. All regular teachers are eligible for such insurance. The 50
51 teacher will enroll and designate a beneficiary or beneficiaries on the 51
52 proper application form. 52
53 53
54 B. Coverage for new teachers will become effective the first of the month 54
55 following the beginning date of employment, provided the necessary 55
56 enrollment forms have been filed with the Payroll Department. 56

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

5 ARTICLE XXIX - GROUP SICKNESS AND ACCIDENT DISABILITY INSURANCE 5
6 6

7 The Board agrees to provide payroll deduction privileges for a Union approved 7
8 group insurance plan covering sickness and accident disability. 8
9 9

10 ARTICLE XXX - INSERVICE CLASSES 10
11 11

12 A. Full tuition will be paid by the Board for inservice classes. 12
13 13

14 B. Professional Improvement (Tuition Reimbursement) 14
15 15

16 1. The Board agrees to allocate \$50,000 for the 1988-89 and 1989-90 16
17 school years and \$55,000 for the 1990-91 school year for the purpose 17
18 of reimbursing teachers at the rate of \$60.00 per quarter/term hour or 18
19 \$90.00 per semester hour, as the case may be, for the actual tuition 19
20 expenses incurred by teachers for academic courses completed during 20
21 the contract year. 21
22 22

23 2. The academic courses completed must be toward an M.A., Ed.S, Ed.D., or 23
24 Ph.D. degree or be within or related to the field in which the teacher 24
25 is or may be assigned. Such courses are intended to help teachers to 25
26 retain their present positions or to retrain them for possible reas- 26
27 signment. Academic courses completed must be from an accredited col- 27
28 lege or university. 28
29 29

30 3. In order to receive reimbursement for academic courses, the teacher 30
31 must submit a transcript to the Personnel Office on or before Septem- 31
32 ber 30th of the following year. Payment will be made within thirty 32
33 (30) days after the filing deadline. Any teacher who voluntarily 33
34 resigns or retires from the District will not be eligible for reim- 34
35 bursement. 35
36 36

37 4. In the event the total request for reimbursement exceeds the amount 37
38 allocated, payments to each teacher shall be reduced in proportion to 38
39 the amount by which the total request exceeds the allocation. 39
40 40

41 ARTICLE XXXI - SEVERANCE PAY 41
42 42

43 A. Teachers who retire and the estate of any who die while employed may be 43
44 eligible for severance pay according to the following provisions: Teach- 44
45 ers whose first day of contract teaching employment with the Dearborn 45
46 Public Schools was prior to September 1, 1986 will be paid for sick days 46
47 accumulated according to the following formula: one-third (1/3) of total 47
48 accumulated sick leave days, not to exceed sixty (60) days of pay. 48
49 49

50 (Example: If, at age sixty-five (65), two hundred (200) sick days are 50
51 accumulated, severance pay will equal one-third (1/3) of one hundred 51
52 eighty (180) days, or sixty (60) days. If only seventy-five (75) days are 52
53 accumulated, the severance pay will equal twenty-five (25) days.) 53
54 54

55 Beginning in September of 1987, teachers whose first day of contract 55
56 teaching employment with the Dearborn Public Schools was on or after 56

September 1, 1986, who are eligible to retire, will be paid severance which is calculated by multiplying years of active or contract teaching service up to a maximum of thirty (30) years times two (2). (Active service is defined to include released time for the DFT President and time spent on sabbatical leaves.)

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

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

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

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

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

ARTICLE XXXII - TRANSPORTATION ALLOWANCE

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

ARTICLE XXXIII - LONGEVITY

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

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
14th year -	\$420	\$ 550	\$ 600
19th year -	640	800	900
24th year -	960	1150	1200

ARTICLE XXXIV - EXTRA-INSTRUCTIONAL SERVICE PAY

- A. Summer School

The summer school hourly rates will be 1/100 of the monthly contract.

- B. Driver Education

The Driver Education hourly rates will be as follows:

1	1988-89	\$12.50 per hour	1
2	1989-90	\$14.00 per hour	2
3	1990-91	\$15.00 per hour	3

4
5 C. Adult Education (credit courses) 5

6
7 The Adult Education hourly rate for credit courses, Citizenship, and Eng- 7
8 lish for the Foreign Born will be \$25.00 per hour. 8

9
10 D. Adult Education (non-credit courses) 10

11
12 The Adult Education hourly rates for non-credit courses will be as fol- 12
13 lows: 13

14	1988-89	\$11.00 per hour	14
15	1989-90	\$13.50 per hour	15
16	1990-91	\$13.50 per hour	16

17
18
19 E. Workshops 19

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

24		<u>Presenter</u>	<u>Participant</u>	24
25	1988-89	\$11.00 per hour	\$11.00 per hour	25
26	1989-90	\$13.50 per hour	\$12.00 per hour	26
27	1990-91	\$13.50 per hour	\$12.00 per hour	27

28
29
30 ARTICLE XXXV - RELEASED TIME SERVICES 30

31
32 A. Conduct of Negotiation 32

33
34 Pursuant to the provisions of Article XLII of this contract, negotiations 34
35 shall be conducted between the dates of March 1 and the expiration date of 35
36 this contract on such days and at such times as may be mutually agreeable 36
37 to the parties involved, provided no cost accrues to the district. 37

38
39 B. Released Time for Union President 39

40
41 The president of the Union, or designated agent if the president is no 41
42 longer in a position to fulfill the obligations as president, will be 42
43 provided released time during the presidency, with no cost thereto accru- 43
44 ing to the Board of Education and with no penalty to the teacher. 44

- 45
46 1. Such released time as is granted will be on a semester-long or year- 46
47 long basis, except for unforeseen situations that may arise during the 47
48 term of office of the president. 48
- 49
50 2. Such teacher shall have the right to be restored to the specific posi- 50
51 tion left unless other arrangements are mutually agreed upon by the 51
52 teacher and the Administration. 52
- 53
54 3. Should the president resign from, or be removed from office during the 54
55 term of presidency, that person shall revert to the previous status as 55
56 a teacher with full rights and privileges as stated in this agreement, 56

1 as soon as practicable but no later than the beginning of the follow- 1
2 ing semester; and the replacement as designated by the Union, shall 2
3 immediately assume the position on a released time basis. (In such 3
4 instance the Union will reimburse the Board for the cost of a substi- 4
5 tute.) 5
6

7 4. Should the president be incapacitated, that person would continue on 7
8 the current basis for the remainder of the semester; and the replace- 8
9 ment will be provided for by means of a substitute. (In such instance 9
10 the Union will reimburse the Board for the cost of a substitute.) 10
11

12 5. Each year, the president will be credited with nine (9) sick days. 12
13 Such days, and days already accumulated which will be maintained to 13
14 the president's credit, will not be used by the president during the 14
15 term of the released time for Union service. 15
16

17 6. The Union will reimburse the district for the actual salary paid to 17
18 the president along with the actual cost of insurance benefits. 18
19

20 7. The president's health benefits, as described in the contract, and 20
21 life insurance coverage, will continue to be applicable throughout the 21
22 period of released time. Personal business days shall not apply. 22
23

24 8. The terms of the Workers' Compensation coverage will continue to apply 24
25 to the president during this period. 25
26

27 ARTICLE XXXVI - EXTRA-PAY SCHEDULE ACTIVITIES 27 28

29 Extra-pay positions will be posted annually. Extra-pay positions will be 29
30 posted in the base building first. Any teacher currently holding an extra-pay 30
31 position will be considered a member of the base building for posting purpos- 31
32 es. If the position cannot be properly filled from the base building, it will 32
33 be posted in all buildings. Ten school days shall be allowed for applications 33
34 from Dearborn teachers. Candidates other than teachers are to be considered 34
35 only when the assignment cannot be properly filled by a teacher. 35
36

37 Whenever possible, such assignments shall be made by May 15 of the current 37
38 school year. 38
39

40 Extra compensation shall be paid for at the rates indicated below for such of 40
41 the following assignments as are made that are below the regular teaching load 41
42 and/or day. The percentage rate shown shall be applied to the average con- 42
43 tract salary to be paid P-12 teachers for the school year in which the activi- 43
44 ty is to be conducted. This average will be calculated within thirty (30) 44
45 days after P-12 salary agreement. 45
46

47 As needs arise, new classifications for Extra-Pay Schedule Activities may be 47
48 added during the term of the Agreement by the Board. The rates of compensa- 48
49 tion for these new classifications will be established by the Board after 49
50 negotiating with the Union and added to the Extra-Pay Schedule. 50

1		Senior High	Junior High	Elementary	1
2	Classification	% Rate	% Rate	% Rate	2
3					3
4	Football - Head Coach	9.50%	4.75%		4
5	Football - Asst. Coach	6.00%	4.75%		5
6	Football - 9th Grade Coach	6.00%			6
7	Cross Country	4.75%			7
8	Basketball - Head Coach	9.50%	4.75%		8
9	Basketball - Asst. Coach	6.00%			9
10	Basketball - 9th Grade Coach	6.00%			10
11	Swimming - Head Coach	9.50%	4.75%		11
12	Swimming - Asst. Coach	6.00%			12
13	Wrestling - Head Coach	9.50%			13
14	Wrestling - Asst. Coach	6.00%			14
15	Baseball - Head Coach	6.00%			15
16	Baseball - Asst. Coach				16
17	(If Reserve & Schedule)	4.75%			17
18	Softball - Head Coach	6.00%			18
19	Softball - Asst. Coach				19
20	(If Reserve & Schedule)	4.75%			20
21	Track - Head Coach	6.00%	4.75%		21
22	Track - Asst. Coach	4.75%	4.75%		22
23	Soccer	4.75%			23
24	Tennis - Head Coach	4.75%			24
25	Tennis - Asst. Coach	3.75%			25
26	Golf	3.75%			26
27	Field Hockey - Head Coach	5.25%			27
28	Field Hockey - Asst. Coach	3.75%			28
29	Gymnastics - Head Coach	9.50%			29
30	Gymnastics - Asst. Coach	6.00%			30
31	Volleyball - Head Coach	9.50%	4.75%		31
32	Volleyball - Asst. Coach	6.00%			32
33	Volleyball - 9th Grade Coach	6.00%			33
34	Detention Room Supervisor	7.25%			34
35	Photography	7.25%			35
36	Annual	7.25%			36
37	Newspaper	7.25%	2.05%*		37
38	Debate	7.25%			38
39	Dramatics	7.25%			39
40	Student Council	7.25%	3.75%		40
41	Supervisor - Parking Lot	4.75%			41
42	Intramurals	8.00%	8.00%		42
43	Athletic Director	9.50%			43
44	Faculty Manager	7.25%			44
45	Cheerleading	7.25%	3.75%		45
46	Choral Music	7.25%	3.75%		46
47	Instrumental Music	7.25%	3.75%		47
48	Safety Patrol			3.40%	48
49	Service Squad			3.40%	49
50	Academic Games		4.75%		50
51					51
52	*Regular scheduled and outside class				52

1 ARTICLE XXXVII - COMPENSATION 1

2
3 A. The salaries of teachers covered by this agreement are set forth in Arti- 2
4 cle XXXVIII of this Agreement. Such salary schedule shall remain in 3
5 effect during the term of this agreement. 4

6
7 B. The contract salaries of all teachers shall be paid on ten (10) monthly 5
8 pay periods. Paychecks shall be available on the 15th day of each month. 6
9

10 Eleven month teachers will be paid in eleven (11) monthly installments, 7
11 August 15 through June 15. 8
12

13 C. The Board shall pay on a current basis those monies earned for extra-pay 9
14 for extra-duty responsibilities which are year-long in nature. Those 10
15 responsibilities which are not year-long shall be paid as currently prac- 11
16 ticed. 12

17
18 D. The salaries of all teachers employed for the summer school session shall 13
19 be paid in two installments: the first approximately halfway through the 14
20 summer session and the second on the last day of summer school. 15
21

22 E. The Board shall make all payroll deductions as required by law and such 16
23 other deductions as currently practiced. 17
24

25 F. When a scheduled payday falls within the first three weeks of a scheduled 18
26 vacation period or on a weekend, paychecks shall be available on the last 19
27 teaching day preceding the school vacation period or weekend. During 20
28 vacation periods, paychecks shall be available at the Business Office on 21
29 the scheduled payroll dates. 22
30

31 G. A teacher qualifying for a higher salary schedule shall move to the appro- 23
32 priate schedule at a step commensurate with years of credited service 24
33 (plus years at maximum) in the Dearborn School System. Such movement 25
34 shall take place at the beginning of a semester, either in January or 26
35 September, whichever comes first after such qualification, provided writ- 27
36 ten application is made within one month after the beginning of the semes- 28
37 ter. 29
38

39 H. Teachers with a permanent vocational certificate in Trade and Industry, 30
40 Business Education, or Occupational Homemaking will be placed on the Mas- 31
41 ter's lane or, if applicable, Master's + 30 or Master's +60 lane provided 32
42 written application is made to the Personnel Department within thirty (30) 33
43 days of the beginning of the semester following the completion of such 34
44 requirements. It is expected that proper documentation will be furnished. 35
45 Likewise, all other professional staff members who have a two-year Mas- 36
46 ter's degree will be placed on the Master's + 30 or, if applicable, Mas- 37
47 ter's + 60 lane. 38
48

49 I. A teacher who is laid off under provisions of this agreement and who is 39
50 paid unemployment compensation benefits (associated with his or her regu- 40
51 lar teaching assignment) during the summer immediately following the lay- 41
52 off and who is subsequently recalled to the teaching position during the 42
53 first week of the semester following the summer layoff will be paid 43
54 according to an annual salary rate, such that his/her unemployment compen- 44
55 sation plus that annual salary rate will be equal to the rate of salary 45
56 he/she would have earned for the school year had he/she not been laid off. 46
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ARTICLE XXXVIII - P-12 SALARY SCHEDULE

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

1988-89 Salary Schedule

<u>Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Degree + 30</u>	<u>Masters Degree + 60</u>	<u>EdD or PhD Degree</u>
1	\$21,325				
1½	22,000				
2	22,675	\$23,125	\$24,490	\$25,170	\$25,485
2½	23,470	23,915	25,265	25,960	26,290
3	24,260	24,710	26,065	26,755	27,065
3½	25,275	25,720	27,080	27,770	28,100
4	26,290	26,735	28,100	28,785	29,105
4½	27,420	27,870	29,230	30,020	30,230
5	28,550	29,000	30,340	31,035	31,370
5½	29,790	30,235	31,585	32,265	32,610
6	31,030	31,475	32,820	33,510	33,845
6½	32,380	32,830	34,195	34,880	35,190
7	33,730	34,195	35,545	36,235	36,550
7½	35,335	35,795	37,150	37,845	38,165
8	36,945	37,400	38,765	39,445	39,775
8½	37,720	38,555	39,900	40,580	40,930
9	38,490	39,710	41,060	41,745	42,070
9½		40,955	42,295	42,985	43,325
10		42,195	43,540	44,230	44,570
10½		42,965	44,440	45,000	45,335
11		43,735	45,080	45,765	46,115
11½					46,885
12					47,650

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.

ARTICLE XXXVIII - P-12 SALARY SCHEDULE

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

1989-90 Salary Schedule

Step	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Degree + 30</u>	<u>Masters Degree + 60</u>	<u>EdD or PhD Degree</u>
1	\$22,605				
1½	23,320				
2	24,035	\$24,515	\$25,960	\$26,680	\$27,015
2½	24,880	25,350	26,780	27,520	27,865
3	25,715	26,195	27,630	28,360	28,690
3½	26,790	27,265	28,705	29,435	29,785
4	27,865	28,340	29,785	30,510	30,850
4½	29,065	29,540	30,985	31,820	32,045
5	30,265	30,740	32,160	32,895	33,250
5½	31,575	32,050	33,480	34,200	34,565
6	32,890	33,365	34,790	35,520	35,875
6½	34,325	34,800	36,245	36,975	37,300
7	35,755	36,250	37,680	38,410	38,745
7½	37,455	37,945	39,380	40,115	40,455
8	39,160	39,645	41,090	41,810	42,160
8½	39,985	40,870	42,295	43,015	43,385
9	40,800	42,095	43,525	44,250	44,595
9½		43,410	44,835	45,565	45,925
10		44,725	46,150	46,885	47,245
10½		45,545	47,105	47,700	48,055
11		46,360	47,785	48,510	48,880
11½					49,700
12					50,510

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.

ARTICLE XXXVIII - P-12 SALARY SCHEDULE

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

1990-91 Salary Schedule

<u>Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters Degree + 30</u>	<u>Masters Degree + 60</u>	<u>EdD or PhD Degree</u>
1	\$24,075				
1½	24,835				
2	25,595	\$26,110	\$27,645	\$28,415	\$28,770
2½	26,495	27,000	28,520	29,310	29,675
3	27,385	27,900	29,425	30,205	30,555
3½	28,530	29,035	30,570	31,350	31,720
4	29,675	30,180	31,720	32,495	32,855
4½	30,955	31,460	33,000	33,890	34,130
5	32,230	32,740	34,250	35,035	35,410
5½	33,625	34,135	35,655	36,425	36,810
6	35,030	35,535	37,050	37,830	38,205
6½	36,555	37,060	38,600	39,380	39,725
7	38,080	38,605	40,130	40,905	41,265
7½	39,890	40,410	41,940	42,720	43,085
8	41,705	42,220	43,760	44,530	44,900
8½	42,585	43,525	45,045	45,810	46,205
9	43,450	44,830	46,355	47,125	47,495
9½		46,230	47,750	48,525	48,910
10		47,630	49,150	49,935	50,315
10½		48,505	50,165	50,800	51,180
11		49,375	50,890	51,665	52,055
11½					52,930
12					53,795

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 B. Credit for Previous Experience 1

- 2
3 1. Beginning with the 1989-90 school year, new teachers employed by the 3
4 Board or recalled from laid off status will be given credit for full- 4
5 time public education experience up to five (5) years or up to two and 5
6 one-half (2.5) years for private education experience provided that: 6
7
8 a. During each of these years, the teacher had at least a Bachelor's 8
9 degree and a Michigan provisional or permanent certificate or the 9
10 equivalent from another state; and, 10
11
12 b. The experience was within a ten (10) year period prior to the hire 12
13 date, and provided that the provisional or permanent certificate 13
14 did not expire during this period. Additional credit for full- 14
15 time public education teaching experience may be granted. 15
16
17 2. Teachers who have served in the regular armed forces of the United 17
18 States will be given experience credit of one-half year for each year 18
19 of military service up to four (4) years of such service. 19
20
21 3. New teachers employed by the Board or recalled from laid off status 21
22 will be given credit for each full year of work experience (meaning at 22
23 least eleven (11) consecutive months of full-time employment with a 23
24 given employer) directly pertaining to their teaching assignment, the 24
25 pertinence of the work experience to be decided by the Director of 25
26 Personnel. Experience necessary for the achievement of vocational 26
27 certification will not be considered as creditable in any instance 27
28 where vocational certification is accepted in lieu of a Master's 28
29 degree for salary determination purposes. 29
30

31 ARTICLE XXXIX - WAIVER CLAUSE 31

32
33 The parties acknowledge that during the negotiations which resulted in this 33
34 agreement, each had the unlimited right and opportunity to make demands and 34
35 proposals with respect to any subject or matter not removed by law from the 35
36 area of collective bargaining, and that the understandings and agreements 36
37 arrived at by the parties after the exercise of that right and opportunity are 37
38 set forth in this Agreement. Therefore, the Board and the Union, for the life 38
39 of this Agreement, each voluntarily and unqualifiedly waives the right, and 39
40 each agrees that the other shall not be obligated to bargain collectively with 40
41 respect to any subject or matter referred to or covered in this Agreement, or 41
42 with respect to any subject or matter not specifically referred to or covered 42
43 in this Agreement, even though such subjects or matters may not have been 43
44 within the knowledge or contemplation of either or both of the parties at the 44
45 time that they negotiated or signed this Agreement, except as provided in 45
46 Article XLII of this Agreement. 46
47

48 ARTICLE XL - CONFORMITY TO LAW CLAUSE 48

49
50 This Agreement is subject in all respects to the laws of the State of Michigan 50
51 with respect to the powers, rights, duties and obligations of the Board, the 51
52 Union and employees in the bargaining unit, and in the event that any provi- 52
53 sion of this Agreement shall at any time be held to be contrary to law by 53

1 a court of competent jurisdiction from whose final judgment or decree no
2 appeal has been taken within the time provided for doing so, such provisions
3 shall be void and inoperative. However, at the option of either party to the
4 contract, the specific provision, thus voided, and that provision only, shall
5 be immediately subject to negotiations. All other provisions of this Agree-
6 ment shall continue in effect.
7

8 ARTICLE XLI - MATTERS CONTRARY TO AGREEMENT 9

10 This Agreement shall supersede any rules, regulations, or practices of the
11 Board which shall be contrary to or inconsistent with its terms. It shall
12 likewise supersede any contrary or inconsistent terms contained in any indi-
13 vidual teacher contracts heretofore in effect.
14

15 All individual teacher contracts shall be subject to the terms of this Agree-
16 ment, and this Agreement shall be part of the established personnel policies
17 of the Board affecting teachers.
18

19 ARTICLE XLII - DURATION OF CONTRACT 20

21 This Agreement shall be effective on July 1, 1988, and shall continue in full
22 force and effect until June 30, 1991, except that the provisions of this con-
23 tract shall apply to all summer school teachers until the end of the summer
24 session. On or about March 1, 1991, either party may give written notice to
25 the other of its desire to negotiate a new agreement for the following year;
26 and meetings for that purpose will begin at a time mutually agreeable to the
27 parties. Provided, however, that nothing in this paragraph or elsewhere in
28 this Agreement shall be construed to require the Board to commit an unfair
29 labor practice(s) or otherwise violate the law by any improper recognition of
30 or support or assistance to the Union.
31


32 ARTICLE XLIII - IMPLEMENTATION MEETINGS 33

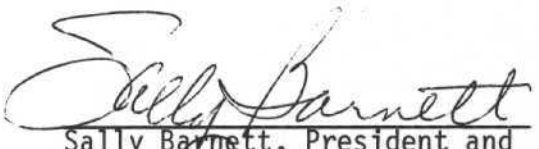
- 34 A. Upon request the Superintendent will meet informally with the President of
35 the Union on matters relating to the implementation of this Agreement or
36 other matters of mutual concern. Such meetings will not exceed one per
37 month except by mutual agreement.
38
- 39 B. Upon request the building administrator will meet informally with the
40 Union building representative on matters relating to the implementation of
41 this Agreement or other matters of mutual concern. Such meetings will not
42 exceed one per month except by mutual agreement.
43
- 44 C. Meetings involving matters related to implementation or enforcement of
45 contract which are scheduled at times mutually agreeable to the Adminis-
46 tration and the DFT shall be attended by a reasonable number of appropri-
47 ate DFT representatives without penalty to the teachers involved or to the
48 DFT.


1 IN WITNESS WHEREOF, the parties have executed this document by their duly
2 authorized representatives this 19th day of December, 1988.

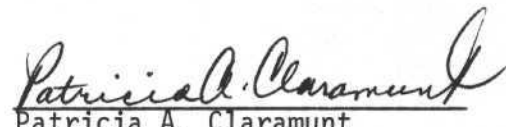
3
4
5 FOR THE BOARD


6 FOR THE UNION

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10 
11 David H. MacKenzie, President

11 
12 Sally Barnett, President and
13 Chief Negotiator

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17 Thomas D. McLennan, Superintendent

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17 Patricia A. Claramunt

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21 David Gardner

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LETTER OF UNDERSTANDING

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Internship Program

The Board of Education and the Dearborn Federation of Teachers agree to implement an Internship Program beginning in the Fall Semester of the 1986-87 school year. The details of the program are outlined in the book Teacher Performance Appraisal as revised in June, 1988.

1. The Review Board will consist of three (3) D.F.T. appointees and three (3) Administrative appointees. The position of chairperson will be rotated each year with the President of the D.F.T. (or his/her designee) serving one (1) year and the Superintendent's designee serving the next. Reappointment of Review Board members will be at the option of the respective parties. The Review Board will approve any changes in the program.
2. Consulting Teacher positions will be posted to the D.F.T. membership. The selection of Consulting Teachers and their assignments will be the responsibility of the Review Board.
3. The Intern will be assisted and evaluated by a Consulting Teacher selected to work with approximately ten (10) Interns for the entire school year. The proportion of released time given to a Consulting Teacher may vary depending on the number of Interns hired in a specific area on the basis of one (1) Consulting Teacher per ten (10) Interns. Consulting Teachers will be paid an additional stipend of \$2,000, equated to full time employment as a Consulting Teacher.
4. Consulting Teachers may be assigned to work in the Internship Program for a total of three (3) years. Consulting teachers retain the right to return to the specific position previously held.
5. Full-time Consulting Teachers are to be excluded in determining the student-teacher ratio at all levels. Part-time Consulting Teachers are to be excluded to the extent that they serve as Consulting Teachers.
6. Teachers who are required to serve a two-year probationary period would qualify as Interns for the first year of this period.
7. The recommendation to the Review Board will be solely the responsibility of the Consulting Teacher. The Review Board could accept or reject the recommendation and, in any event, make a recommendation concerning future employment of the Intern to the Superintendent who would maintain the legal responsibility for recommendation to the School Board.
8. In the second year of probation, the building principal or other appropriate administrator will assume responsibility for evaluation of the Intern Teacher.

9. The program will exist for one (1) year (1988-89 school year) and may be cancelled in its entirety by either party. Continuation of the program will be by mutual agreement.

10. It is intended that this Letter of Understanding shall supersede Article XI of the D.F.T. Contract so long as the Internship Program is in effect, insofar as it relates to teachers in the first year of their probationary period who are placed in the Internship Program.

Richard E. Metzloff

For the Administration

Jally Barnett

For the D.F.T.

December 19, 1988

Date

LETTER OF UNDERSTANDING

Magnet School Programs

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

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

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

Decisions regarding the implementation of a Magnet School Program will be reviewed with the Union prior to implementation.

Richard E. Fitzgaff
For the Administration

Judy Barnett
For the D.F.T.

December 19, 1988
Date

LETTER OF UNDERSTANDING

Health Care Benefits

The Board and the Union agree to form a Committee to study and make recommendation to: (1) reduce health care costs, (2) improve delivery of benefits, and (3) enhance benefits in a cost effective way. The Committee will make its written recommendations to the Union President and the Superintendent by June of 1989. The Committee will consist of six (6) people, including the D.F.T. President and the Associate Superintendent for Administrative Services, two (2) people appointed by the D.F.T. President, and two (2) people appointed by the Associate Superintendent for Administrative Services.

The parties further agree that there shall be no diminution of health benefits for the duration of this agreement, except that, beginning July 1, 1989, deductible limits under the Master Medical provisions cited in Article XXVII. A. of the Agreement will be increased to \$150 individual/\$300 family (Option VI.).


For the Administration


For the D.F.T.

December 19, 1988
Date

LETTER OF UNDERSTANDING

This Letter of Understanding is between the Dearborn Board of Education (Board) and the Dearborn Federation of Teachers (Union) regarding the Adult Education Consortium Agreement between the Dearborn Board of Education and the Dearborn Heights #7 Board of Education.

The Union is herein assured that teachers within their bargaining unit will be given priority placement on all Consortium teaching positions within the Dearborn School District. Further, the night school supervision positions shall remain as presently assigned to D.F.T. members.

The Union is further assured that members of the Union bargaining unit who teach under the Consortium Agreement in an assignment within the Dearborn School District will not be required to pay dues or fees to the Dearborn Heights Education Association or any other teacher group organized for the purpose of representing teachers within the Consortium.

The hourly rate for Dearborn teachers who are members of the Dearborn Federation of Teachers who teach credit courses within the Dearborn School District, under the Consortium arrangement, shall be \$23.50 for the 1988-89 school year, \$24.00 for the 1989-90 school year and \$25.00 for the 1990-91 school year. All non-D.F.T. teachers who teach within the Dearborn School District under the Consortium arrangement shall receive the hourly rate as established by the Dearborn Heights #7 Adult Education Program with the exception of those non-D.F.T. staff members who teach within the Adult Day Credit Program.

This Letter of Understanding shall not be construed to change the contractual provisions of Article XXXIV - "Extra Instructional Service Pay." It is intended that this Letter of Understanding shall supersede Article XXXIV for the duration of the Consortium arrangement between the Dearborn Board of Education and the Dearborn Heights #7 Board of Education.

It is understood that if the conditions of this Letter of Understanding are not fully complied with, the parties will not participate in the above-mentioned Consortium arrangement.

The terms and conditions described above shall apply to the Adult Education Program presently sponsored by the Dearborn-Dearborn Heights #7 Consortium as well as any Adult Education Program in the future which may be sponsored by a consortia of which the Dearborn Public Schools is a part.

Richard E. Pittbluff
For the Administration

Stella Burnett
For the D.F.T.

December 19, 1988
Date

LETTER OF UNDERSTANDING

The Board and the Union agree that starting October, 1988, meetings will be commenced in an effort to arrive at a cost effective Early Retirement Incentive (E.R.I.) Program: the parties intend to announce details on or before December 1, 1988.


For the Administration


For the D.F.T.

December 19, 1988
Date

