

**TENTATIVE AGREEMENT
BETWEEN
THE DEARBORN BOARD OF EDUCATION
AND
THE DEARBORN FEDERATION OF TEACHERS**

August 20, 2007

This tentative agreement is for a contract effective July 1, 2007 for a two year period through June 30, 2009 with a wage opener for the period from July 1, 2008 to June 30, 2009. The provisions of this tentative agreement establish a wage freeze and step freeze for the period from July 1, 2007 to June 30, 2008 in accordance with Letter of Understanding #1 herein.

In addition, Letter of Understanding #2 sets forth the provisions of the restoration of positions reduced due to budget constraints. Any salary consideration is based on the assumption of a foundation allowance as established in September 2006 and carried over to September 2007 and the provisions set forth in Letter of Understanding #1.

The provisions of this tentative agreement are finalized upon signatures of the parties. It is understood that the signing of this agreement by the Superintendent is pursuant to direction of the Board after a review of the terms of the agreement. It is also understood that the Union President upon signing this agreement agrees to share this agreement with the Union membership and to conduct a contract ratification vote on August 30, 2007 in order for the terms of this agreement to be implemented before the start of the 2007-08 school year if ratified by the Union membership. If ratified on August 30, 2007 by the Union membership, the Board of Education will then vote on the ratified contract at the September 10, 2007 regularly scheduled Board meeting.

The contract language changes contained in this tentative agreement will be considered permanent upon ratification by the membership and approval by the Board of Education.

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

For the Dearborn Federation
of Teachers

John Burl Artis, Superintendent

Kevin Harris, DFT President

Date

Date

**LETTER OF UNDERSTANDING #1
BETWEEN DEARBORN BOARD OF EDUCATION
AND
DEARBORN FEDERATION OF TEACHERS**

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

1. The DFT and the Board agree to a wage/salary freeze, which reflects no change in salary and/or salary steps for DFT members for the 2007-2008 school year.

As long as initial funding of the 2007-2008 school year is at the initial 2006-2007 level the following options will be implemented;

2. In the event that the State School Aid payment to the Board reflects an increase of at least \$75 per student over the 2006-2007 foundation grant, the Board agrees to a 1% across the board increase in DFT members' salaries.
3. In the event that the State School Aid payment to the Board reflects an increase of at least \$100 per student over the 2006-2007 foundation grant, the Board agrees to a 1.5% across the board increase in DFT members' salaries.
4. In the event that the State School Aid payment to the Board reflects an increase of at least \$150 per student over the 2006-2007 foundation grant, the Board agrees to a 2% across the board increase in DFT members' salaries.
5. In the event that the State School Aid payment to the Board reflects an increase of at least \$200 per student over the 2006-2007 foundation grant, the Board agrees to restore step increases and provide a 1% salary increase to those DFT members' at the top of the salary scale.
6. Any additional salary increase awarded as a result of the above language will become a permanent addition to the DFT salary schedule.

If, after establishing an increase in State School Aid for 2007-08, should a pro-ration of revenue occur at any time during the 2007-08 contract year, the Board and the DFT agree to revisit this letter of agreement immediately for the purpose of negotiating the pro-ration of any increase provided as outlined above.

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

For the Dearborn Federation
of Teachers

John Burl Artis, Superintendent

Kevin Harris, DFT President

Date

Date

**LETTER OF UNDERSTANDING #2
BETWEEN
DEARBORN BOARD OF EDUCATION
AND
DEARBORN FEDERATION OF TEACHERS**

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

Pursuant to the establishment of the agreement to freeze wages and steps for the 2007-08 contract year in accordance with Letter of Understanding #1 dated August 20, 2007, the sixty (60) Full-Time Employees (FTEs) that were reduced due to budgetary constraints in accordance with this agreement will be restored. Individuals on layoff will be reassigned based on seniority and qualifications. Individuals who have been laid off due to lack of specific certification will be returned from layoff as positions are identified that cannot be filled by certified employees or more senior employees with comparable certification.

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

For the Dearborn Federation
of Teachers

John Burl Artis, Superintendent

Kevin Harris, DFT President

Date

Date

**LETTER OF UNDERSTANDING #3
BETWEEN DEARBORN BOARD OF EDUCATION
AND
DEARBORN FEDERATION OF TEACHERS**

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

Non-resident employees of the bargaining unit may enroll their students in Dearborn Public Schools in accordance with the District policy on Enrollment of Children of Non-resident Employees. Accordingly, non-resident employees will have the right to enroll their children as follows per that policy:

1. Only full time employees as defined by bargaining unit members who are being paid a full salary will be eligible for this benefit in any given year. If a bargaining unit member's salary status changes prior to the start of the school year, their children will not be eligible to be enrolled in the district that year. Employees on leave at the beginning of a school year will not be allowed to enroll their students for the year that they are on leave. Children of employees who experience an unexpected leave during a school year who are currently enrolled in the district will be allowed to finish the year in the district.
2. The total number and grade level of children from the bargaining unit will be given consideration as part of a total of all the children applying for enrollment from all employee groups who have negotiated a valid agreement. The total overall number of children will be limited by availability of space and services as determined by the Board of Education in any given year.
3. Once the number and grade level of students that will be accepted in any given year is determined, the selection of which students that will be enrolled will be accomplished through a lottery among the total number all of all the children applying for enrollment from all employee groups who have negotiated a valid agreement.
4. Enrollment of students identified by the lottery, must take place after the number of students allowed is determined and prior to the official count day each September.
5. The district reserves all rights in determining what location and classroom the children of non-resident bargaining unit members are assigned if approved for enrollment in the district.
6. Students whose parents discontinue employment with the district will no longer be eligible for enrollment as of the first day of the next consecutive semester that the parent leaves employment with the district.
7. Enrollment is for a one year period. Employees must make application each year to indicate they would like their children to be considered for initial or continued enrollment by the end of May of each year. Each year the number of students that may be enrolled will be reviewed. If a reduction in enrollment is necessary to accommodate children of residents of the district, the number and grade level of non-resident students to be eliminated will be determined and the students who will no longer be eligible for

enrollment for that year will be identified by lottery among the total number all of all the children applying for enrollment from all employee groups who have negotiated a valid agreement and will be required to enroll elsewhere.

8. If no reduction of non-resident students is necessary, the current children of non-resident bargaining unit employee children enrolled will maintain the right of enrollment provided an application is filed indicating the employee would like the student to remain enrolled for that next school year by the end of May of the current year.
9. The District will not be obligated to enroll any employee's non-resident children in the event there is any change in the applicable laws or regulations which result in a negative financial impact to the District for doing so.
10. Nothing contained in this agreement shall be read to limit the District's right to permit enrollment of non-resident children of District employees who are members of other bargaining units or individually employed by the District, or to give any preferential right to this bargaining unit.

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

For the Dearborn Federation
of Teachers

John Burl Artis, Superintendent

Kevin Harris, DFT President

Date

Date

8/20/07

T/A PROPOSAL # 1

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE VII - PROFESSIONAL RESPONSIBILITIES OF UNION MEMBERS

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

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Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/07

T/A PROPOSAL # 1

CURRENT LANGUAGE

PROPOSED LANGUAGE

interscholastic athletic activities.

~~interscholastic athletic activities.~~

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

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

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

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The Board and the Union further recognize that union members take their responsibility to students very seriously and, thus, arrive well before students arrive and leave well after students depart. Union members fully satisfy their professional and contractual duty (under Article VII paragraph 1 above) to supervise "the arrival and departure of students," and use their time to meet with

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Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/07

T/A PROPOSAL # 1

CURRENT LANGUAGE

PROPOSED LANGUAGE

students and parents on a reasonable basis.

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

The Board and the Union recognize that ongoing professional development is a requisite to providing optimal student learning. A Professional Development Committee will consult and assist with planning, and union members will attend professional development to attain the skills and information necessary to aid students in meeting benchmarks and expectations set forth by the state and district.

students and parents on a reasonable basis.

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

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Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/07

T/A PROPOSAL # 1

CURRENT LANGUAGE

PROPOSED LANGUAGE

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

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

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Faculty and/or departmental meetings will typically begin ten minutes after the conclusion of the school day and will last no longer than one hour. Union members assigned to district wide departments will attend monthly staff meetings as called by the appropriate administrator. District wide departmental meetings may be scheduled on the first Monday of the month or on another day as mutually agreed upon by the staff involved. The months in which the first Monday is not a scheduled school day, another day, with prior union consultation, may be chosen by the systemwide administrator for a departmental meeting. These meetings will last no longer than one hour.

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

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

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Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/07

T/A PROPOSAL # 1

CURRENT LANGUAGE

PROPOSED LANGUAGE

on days other than Monday, provided that the adjusted meeting schedule will not exceed the number of staff meetings above.

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE VII - PROFESSIONAL RESPONSIBILITIES OF UNION MEMBERS

ARTICLE VII - PROFESSIONAL RESPONSIBILITIES OF UNION MEMBERS

A. Elementary Teachers

A. Elementary Teachers

7. For each day that school is in session for a full day, each full-time elementary teacher of art, music, and physical education will be allowed no less than forty(40) minutes each day for consultation and/or preparation during the regular school day with a lunch period equal in length of time to that of the upper elementary teachers. An effort will be made to provide the forty (40) minutes consecutively.

7. For each day that school is in session for a full day, each full-time elementary teacher of art, music, and physical education will be allowed no less than forty (40) minutes each day for consultation and/or preparation during the regular school day with a lunch period equal in length of time to that of the upper elementary teachers. An effort will be made to provide the forty (40) minutes consecutively.

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

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

Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

CURRENT LANGUAGE

PROPOSED LANGUAGE

9. Faculty meeting days will be reserved as follows:
- the first, second and fourth Mondays of each month will be reserved for building staff and/or departmental or grade level meetings;
 - the third Monday of each month will be reserved for union building meetings;
 - the fifth Monday of the month will be reserved for staff meetings subject to the mutual agreement of the parties.

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

Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE VII - PROFESSIONAL RESPONSIBILITIES OF UNION MEMBERS

ARTICLE VII - PROFESSIONAL RESPONSIBILITIES OF UNION MEMBERS

B. Secondary

B. Secondary

4. Mondays, except for the fifth (5th) Monday, will be reserved for building staff and/or departmental meetings with a subject matter or curriculum focus. The fifth Monday of the month will be reserved for staff meetings subject to the mutual agreement of the parties.

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

Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/2007

T/A PROPOSAL # 4

CURRENT LANGUAGE

PROPOSED LANGUAGE

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

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

- B. Voluntary Transfer
 - 2. Primary Vacancies (Procedures)
 - b. The Department of Human Resources will forward copies of the application to the principals of all schools, and/or the administrators responsible for all departments, to which transfer is requested.

- B. Voluntary Transfer
 - 2. Primary Vacancies (Procedures)
 - b. The Department of Human Resources will forward **a list, in seniority order, after April 1** ~~copies of the application~~ to the principals of all schools, and/or the administrators responsible for all departments, to which transfer is requested.

Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/2007

T/A PROPOSAL # 5

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XV - LEAVES

- F. Professional Leaves
 - 2. Advanced Study Leave

ARTICLE XV - LEAVES

- F. Professional Leaves
 - 2. Advanced Study Leave
 - c. A union member who has been on an advanced study leave shall not be eligible for another professional leave for a three (3) year period.**

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 5

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XV - LEAVES

- F. Professional Leaves
 - 3. Sabbatical Leave

ARTICLE XV - LEAVES

- F. Professional Leaves
 - 3. Sabbatical Leave
 - i. A Union member who has been on a sabbatical leave shall not be eligible for another professional leave for a three (3) year period.**

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XV - LEAVES

- H. Civic Leaves
 - 2. Governmental Service or Educational Organization Leave
 - a. Upon approval of the Board a non-probationary union member shall be allowed to serve the term of office to which elected, re-elected, appointed, or reappointed at any level of government or to a position with a recognized educational organization at the state or national level, provided such position is full-time and, further provided that such leave may be extended beyond four years. The union member shall notify the Board, upon being selected for such office and in no case will the union member take leave of the position unless at least fifteen (15) working days will have been provided to locate a replacement.

ARTICLE XV - LEAVES

- H. Civic Leaves
 - 2. Governmental Service or Educational Organization Leave
 - a. Upon approval of the Board a non-probationary union member shall be allowed to serve the term of office to which elected, re-elected, appointed, or reappointed at any level of government or to a position with a recognized educational organization at the state or national level, provided such position is full-time ~~and, further provided that such leave may be extended beyond four years.~~ The union member shall notify the Board, upon being selected for such office and in no case will the union member take leave of the position unless at least fifteen (15) working days will have been provided to locate a replacement. **All extensions shall be subject to annual renewals. After three renewals, the union**

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 5

CURRENT LANGUAGE

PROPOSED LANGUAGE

member must return to work or resign. Failure to notify the Human Resources office in writing of intent to return or resign 90 days prior to the end of the final semester of the leave shall constitute an irrevocable voluntary resignation subject to the provisions of the State Tenure Act. To be considered eligible for an additional leave, a union member must work one school year.

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 6

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XVI - ABSENCES OTHER THAN LEAVES

A. Personal Illness

ARTICLE XVI - ABSENCES OTHER THAN LEAVES

A. Personal Illness

8. After ten days of absence that use the employee's accumulated sick time, Administration has the right to require medical or other appropriate documentation for any additional absences.

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XVI - ABSENCES OTHER THAN LEAVES

ARTICLE XVI - ABSENCES OTHER THAN LEAVES

C. Emergencies

C. Emergencies

4. To provide care for a member of the family when no other arrangements are possible, not to exceed ten (10) days in any one school year. (The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and close relatives-in-law.)

4. To provide care for a member of the family when no other arrangements are possible, not to exceed ten (10) days in any one school year. (The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and close relatives-in-law.) **An additional fifteen (15) days of sick time, not to exceed twenty-five (25) days total in any one school year, can be used for reasons designated in the Family and Medical Leave Act. Documentation must be provided to Human Resources according to FMLA provisions.**

Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

CURRENT LANGUAGE

PROPOSED LANGUAGE

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-5 - 1 to 28 (Equated, in Kindergarten)
- 6-8 - 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

ARTICLE XX - TEACHING LOAD

The ~~student-teacher ratio in each building shall be adhered to as~~ **Class size for all levels will be as** defined below. In the event a court decision and/or legislative action significantly change(s) the level of funding per pupil ~~from the property tax~~, an equivalent change in the level of the ratio **class size** may occur, provided that negotiations have taken place with the Union regarding the necessary adjustments in addition to and/or alternate to the change in ~~ratio~~ class size 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-5~~ _____ 1 to 28 (Equated, in Kindergarten)
- ~~6-8~~ _____ 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

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 7

CURRENT LANGUAGE

PROPOSED LANGUAGE

art, physical education, vocal and instrumental music, special education, media specialists, school social worker, school psychologist, speech correctionist, learning disability, bilingual/compensatory education teachers, and nurse.

~~art, physical education, vocal and instrumental music, special education, media specialists, school social worker, school psychologist, speech correctionist, learning disability, bilingual/compensatory education teachers, and nurse.~~

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

~~Middle school—Principal, assistant principal, special education teachers, speech correctionist, school social worker, school psychologist, departmentally assigned bilingual/compensatory education 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 bilingual/compensatory education and learning disability, "third" media specialist (if assigned) work coordinating time and resource teacher time assigned to the central office (if applicable).

~~Senior High—Principal, assistant principal, special education teacher, speech correctionist, nurse, school social worker, school psychologist, departmentally assigned bilingual/compensatory education 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.

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Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/2007

T/A PROPOSAL # 7

CURRENT LANGUAGE

PROPOSED LANGUAGE

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

1. Middle School

No teacher of an academic (core) class shall be responsible for teaching more than 29 students per class except as provided below.

Extended core class size will be as follows:

Vocational/Exploratory classes: 30 students or the number of stations which ever is less.

Physical Education classes: 33 students with support in the pool with a substitute or itinerant teacher at 33 students.

Choral/Instrumental Music Classes: 75 Students

2. High School

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 7

CURRENT LANGUAGE

PROPOSED LANGUAGE

No teacher of an academic (core) class shall be responsible for teaching more than 29 students per class except as provided below.

Extended core class size will be as follows:

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

Physical Education classes: 33 students with support in the pool with substitute or itinerant teacher at 33 students.

Co-op/Work Experience: 30 students per class period/or 25 contacts per class period, whichever allows for the most student participation.

Choral/Instrumental Music Classes: 75 Students

The date for determining the official class roster shall be the end of the official count period, in each semester, as defined by the State, but no longer than 30 calendar days after the official count day. Any additional students

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 7

CURRENT LANGUAGE

PROPOSED LANGUAGE

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

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

- A) Adjusting teacher assignment(s),
- B) Balance classrooms/sections,
- C) Hire additional teachers,
- D) Pay affected teacher \$100 per student, per semester,
- E) Other solutions that may be acceptable to the Union, the teacher and administration.

Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/2007

T/A PROPOSAL # 7

CURRENT LANGUAGE

PROPOSED LANGUAGE

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

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XX - TEACHING LOAD

B. Class Size

1. If the size of the elementary or special area class reaches thirty-two (32), then a substitute teacher will be provided for a minimum of two and one-half days per week. If the size of the elementary or special area class reaches thirty-four (34), then another class section will be created. Special education students who are mainstreamed for more than fifty percent (50%) of the student's instructional day will be counted in calculating class size for purposes of this provision. Class size determination will be made October 1, December 15, and March 1 of each school year. If there is an economic necessity, as determined by the Board, then the Board may depart from the provisions as noted above.

ARTICLE XX - TEACHING LOAD

B. Class Size

- 1. Elementary class sizes will be based upon the following numbers:**

K 24 students per class.

1 – 3 26 students per class

4 – 5 28 students per class.

If the size of the elementary or special area class reaches **thirty (30)** ~~thirty-two (32)~~, ~~then a substitute teacher will be provided for a minimum of two and one-half days per week.~~

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 8

CURRENT LANGUAGE

PROPOSED LANGUAGE

~~If the size of the elementary or special area class reaches thirty-four (34), then another class section will be created. Special education students who are mainstreamed for more than fifty percent (50%) of the student's instructional day will be counted in calculating class size for purposes of this provision. Class size determination will be made October 1, December 15, and March 1 of each school year. If there is an economic necessity, as determined by the Board, then the Board may depart from the provisions as noted above.~~

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

Both the Union and the Administration agree that class size plays an important role in meeting the needs of our students. It is the intention of both parties to keep all

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 8

CURRENT LANGUAGE

PROPOSED LANGUAGE

class size within the agreed upon guidelines. In the event that it becomes necessary to go above the negotiated limits, either by financial constraints, available or required classroom space, staff availability or other such major influencing factors change so as to preclude the Board from complying with this Article, the Union and the Board agree to meet to discuss ways to resolve these circumstances. Potential solutions may include, but are not limited to;

- A) Adjust teacher assignment(s),
- B) Balance classrooms/sections,
- C) Create multiage (split) classrooms,
- D) Hire additional teachers,
- E) Pay affected teacher \$300 per student, per semester,
- F) Other solutions that may be acceptable to the Union, the teacher and administration.

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

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 9

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XXV - MISCELLANEOUS ARTICLES

G. Those days or portions thereof designated as union member work days without students should be reserved, insofar as possible, for the purpose of record keeping and for preparation for the ensuing semester. Building administrators will make every effort to avoid scheduling of meetings which might conflict with such purposes.

ARTICLE XXV - MISCELLANEOUS ARTICLES

G. Those days or portions thereof designated as union member work days without students should be reserved, ~~insofar as possible~~, for the purpose of record keeping and for preparation for the ensuing semester. Building administrators will ~~make every effort to~~ avoid scheduling of meetings which might conflict with such purposes. **Should the need for a teacher meeting arise, subject to mutual agreement of the parties, one shall be scheduled, lasting no more than one (1) hour in length.**

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 10

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XXVII - HEALTH BENEFITS

N. Beginning with the 2004-05 school year and forward, all new DFT members' benefit package may be subject to modifications depending on the outcome of our current benefit analysis program.

ARTICLE XXVII - HEALTH BENEFITS

N. ~~Beginning with the 2004-05 school year and forward, all new DFT members' benefit package may be subject to modifications depending on the outcome of our current benefit analysis program.~~

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

8/20/2007

T/A PROPOSAL # 11

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XXXII - LONGEVITY

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

14th year - \$1,750
19th year - \$2,250
24th year - \$2,750

Beginning with the 2004-05 school year and forward, all new union members will not be eligible to receive longevity.

ARTICLE XXXII - LONGEVITY

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

14th year - \$1,750
19th year - \$2,250
24th year - \$2,750

~~Beginning with the 2004-05 school year and forward, all new union members will not be eligible to receive longevity.~~

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XXXVI - COMPENSATION

- A. The salaries of union members covered by this agreement are set forth in Article XXXVII of this Agreement. Such salary schedule shall remain in effect during the term of this agreement.

- B. The contract salaries of all union members shall be paid on ten (10) monthly pay periods. Paychecks shall be available on the 20th day of each month. This shall include union members who teach in the extended school year program.

 Union members will have the option to be paid in twelve (12) monthly installments.

 The request to be paid in twelve (12) monthly installments must be submitted in writing by June 15 for the following school year. A union member who makes a timely request to be paid in twelve (12) installments will continue to be paid in twelve (12) installments in subsequent school years unless the teacher requests payment in ten (10) monthly installments by June 15 of any year for the following school year. The method of pay may not be changed for

ARTICLE XXXVI - COMPENSATION

- A. The salaries of union members covered by this agreement are set forth in Article XXXVII of this Agreement. Such salary schedule shall remain in effect during the term of this agreement.

- B. The contract salaries of all union members shall be paid on a ten (10) monthly pay periods schedule. Paychecks shall be issued bi-weekly available ~~on the 20th day of each month. This shall include union members who teach in the~~ extended school year program. Target date for implementation will be February 1, 2008.

 Union members will have the option to be paid on a ~~in~~ twelve (12) monthly installments schedule, paychecks issued bi-weekly .

 The request to be paid on a ~~in~~ twelve (12) monthly ~~installments~~ schedule must be submitted in writing by June 15 for the following school year. A union member who makes a timely request to be paid ~~in~~ on a twelve (~~12~~) ~~installments~~ month schedule will continue to be paid ~~in~~

Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

CURRENT LANGUAGE

PROPOSED LANGUAGE

one year after the request is made. For those receiving twelve (12) installments, pay will commence in September and end in August.

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

A union member who exercises the option not to be covered under the Board's medical care shall be compensated as provided in Section D of Article XXXVII.

- D. The salaries of all union members employed for the summer school session shall be paid in two installments: the first approximately halfway through the summer session and the second on the last day of summer school.

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

- F. 1. When a scheduled pay date falls on a non-contract working day, negotiable paychecks

on a twelve (12) month schedule ~~installments~~ in subsequent school years unless the teacher requests payment on a ~~in~~ ten (10) ~~monthly installments~~ schedule by June 15 of any year for the following school year. The method of pay may not be changed for one year after the request is made. For those receiving twelve (12) installments, pay will commence in September and end in August.

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

A union member who exercises the option not to be covered under the Board's medical care shall be compensated as provided in Section D of Article XXXVII.

- D. The salaries of all union members employed for the summer school session shall be paid in two installments: the first approximately halfway through the summer session and the second on the last day of summer school.

Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/2007

T/A PROPOSAL # 12

CURRENT LANGUAGE

PROPOSED LANGUAGE

shall be made available on the last working contract day prior to that date.

2. Union members on a 12 month pay schedule shall have their July and August paychecks mailed to the address on file with the Department of Human Resources prior to the scheduled pay date.

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

F. 1. When a scheduled pay date falls on a non-contract working day, **all Union Members who do not have direct deposit shall have** negotiable paychecks **mailed to the address on file with the Department of Human Resources** shall be made available on the last working contract day prior to **the scheduled pay date** that date.

2. **All** Union members ~~on a 12 month pay schedule~~ **who do not have direct deposit** shall have their July and August paychecks mailed to the address on file with the Department of Human Resources prior to the scheduled pay date.

Signed by _____ for the DFT

Signed by _____ for the Administration

Date: _____

Date: _____

8/20/2007

T/A PROPOSAL # 13

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XXXVII - P-12 SALARY SCHEDULE

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

Beginning with the 2004-05 school year and forward, all new union members will not be eligible to exceed Step 9 BA, Step 11 MA, MA(30), MA(60) and step 12 PhD./EdD.

ARTICLE XXXVII - P-12 SALARY SCHEDULE

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

~~Beginning with the 2004-05 school year and forward, all new union members will not be eligible to exceed Step 9 BA, Step 11 MA, MA(30), MA(60) and step 12 PhD./EdD.~~

Signed by _____ for the DFT

Date: _____

Signed by _____ for the Administration

Date: _____