

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7  
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**Board of Education**  
**Dearborn Heights School District No. 7 Education Association,**  
**MEA/NEA**

**November 15, 2021 through August 29, 2024**

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**AGREEMENT**

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*BOARD OF EDUCATION  
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7 EDUCATION  
ASSOCIATION, MEA/NEA*

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## A G R E E M E N T

### BOARD OF EDUCATION DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7 EDUCATION ASSOCIATION, MEA/NEA

This Agreement for the period of November 15, 2021 through August 29, 2024 is entered into effective November 15, 2021 by and between the Dearborn Heights School District No. 7 Board of Education, hereinafter called the "Employer" or "Board" and the Dearborn Heights School District No.7 Education Association, hereinafter called the "Union."

#### PREAMBLE

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

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

Dearborn Heights School District No. 7.

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

## **ARTICLE I**

### **Recognition**

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

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

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

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

## **ARTICLE II**

### **Union and Employee Rights**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every teacher employed by the Board shall have the right freely to join and support the Union for the purpose of engaging in collective bargaining or negotiation and other lawful activities. The parties undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitutions of Michigan and the United States; that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, by reasons of his membership in the Union, his participation in any activities of the Union or collective professional negotiations with the Employer or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained here shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers in this contract shall be deemed to be in addition to those provided under the law.

- C. Duly authorized representatives of the WC-MEA/NEA shall be permitted to transact official Union business on school property.
- D. Teacher organizations affiliated with the Union have a right to use school facilities on the same basis as other community organizations or groups. The Union may request the use of buildings, facilities and equipment through proper channels set up by the Employer.
- E. Use of office, lounge and workroom bulletin boards will be arranged by the principals and the Union representatives.
- F. The Union and Local Association will be included in the school mail service as it is presently provided.
- G. The Employer, **upon request of the Union**, agrees to furnish to the Union all information when it becomes available concerning the financial resources of the district, together with other information which may be necessary for the Union to aid in the development of intelligent, accurate, informed and constructive programs on behalf of students, teachers and community.
- H. To the extent permitted by law, the Union may consult with and present to the Board through its appropriate agent its views on fiscal, budgetary or tax programs, construction programs or major revisions of educational policy. The Union agrees that it is acting only in an advisory capacity and that the final decision rests with the Board. The Superintendent agrees to advise the Union of such programs which he deems of major importance to the Union in reference to the above mentioned items in ample time **for constructive** evaluation by the Union.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, **disability, sexual orientation**, sex or marital status.
- K. Outside activities of teachers are not within the appropriate attention or concern of the Employer unless, in the opinion of the Superintendent of Schools, the teachers' classroom effectiveness and/or reputation in the community is impaired as a result thereof. Membership in the Union shall be open to all teachers, regardless of race, creed, religion, color, national origin, age, **disability, sexual orientation**, sex or marital status.

### ARTICLE III

### **Management Rights Clause**

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

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

**Such rights include, but are not limited to:**

**The hiring, retaining, paying, promoting, relieving, transferring, disciplining and dismissing of employees.**

**Establishment and maintenance of educational policy, programs and courses.**

**Construction, modification and/or acquisition and maintenance of buildings and equipment.**

**Course scheduling and equipment requirements.**

## **ARTICLE IV**

### **Payroll Deduction Procedures**

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

Payroll deductions will be provided for the following:

- a. A financial institution of the employee's choice
- b. Health and accident insurance
- c. Tax-deferred annuities
- d. Section 529 college savings plan
- e. Special health and accident insurance rider (such riders shall be paid for by the employee)

f. A Section 125 flexible spending plan

1. Authorized deductions shall be for the same amount for each consecutive pay period and not less than Five Dollars (\$5.00).
2. Changes in payroll deductions may not be made more than once in a calendar month and this change in deduction will take place on the first payroll of the month providing the written request for the payroll change (written request on Employer form) is received by the accounting department no later than seven (7) working days preceding the first pay of the month. In any case, no employee shall make more than three (3) changes in payroll deductions during any school year.
3. All new teachers employed during the school year shall make out initial payroll deductions and file same with the payroll department.
4. Payroll deductions, may be terminated upon written request and in person with the payroll department if given on or before the Monday preceding the payday.
5. When the teacher's employment is terminated, he shall be paid in full as of his last pay, which will include all deductions. Teachers who have had a leave of absence approved by the Board of Education shall also be paid in full as of their last day which will include all deductions.
6. Teachers may elect to be paid on a ten (10) month or twelve (12) month basis. However, if the teacher elects a twelve (12) month basis, his pay shall remain on a twelve (12) month basis for the current contract, unless the contract is terminated.
7. A change in exemption(s) on the W-4 withholding form can be made only at anytime in person with the payroll department. Such a request will be granted if the request is made on or before the Monday before payday.
8. Applications for changes and new deferred annuities will be accepted as per Internal Revenue Service regulations.
9. All employees are required to utilize Direct Deposit for payroll purposes.

## ARTICLE V

### Teaching Hours and Class Loads

- A. The teachers' instructional day shall be defined by state law. Teachers are considered on duty ten (10) minutes before the student entry time and ten (10) minutes past the student dismissal.

The teachers' day shall also include attendance at scheduled faculty meetings,



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

	Elementary	Middle School	High School
TT	8:05	7:43	7:35
ET	8:15	7:53	7:45
ST	8:20	8:00	7:50
ET	3:17	2:50	2:55
LT	3:27	3:00	3:05

Teacher Time – TT

Student Entry Time – ET

Class Start Time – ST

Student Exit Time – ET

Teacher Leave Time - LT

B. 1. Preparation time shall be defined as follows:

a. Elementary: Elementary teachers shall be provided with one hundred and eighty (180) minutes per week of preparation time in blocks of at least thirty (30) minutes.

b. Middle School: Within a “six (6)-period” instructional day, one (1) period shall be considered teacher preparation time.

c. High School: Within a “six (6)-period” instructional day, one (1) period shall be considered teacher preparation time.

In the event the Employer desires to move to a seven (7)-period day (or some other alternative), the Union agrees to negotiate with the Employer pertaining to said desired change as it relates to prep-time.

2. IEPT Meetings

In accordance with the current law, the Employer shall require only one (1) staff member to attend IEPT Meetings. However, the Employer reserves the right to invite and encourage the attendance of others who may be helpful at IEPT Meetings.

3. Staff Meetings

The District will make a reasonable effort to limit staff meetings to no more than sixty (60) minutes in length except in emergency situations beyond the control of the District. Further, there shall be no more than ten (10) scheduled staff meetings per year, and no more than two (2) in any month, except in emergency situations.

- C. Certified staff members of all special subjects, counselors, librarians, interventionists and all other special education personnel shall be provided with relief and preparation time to the same extent as other teachers in the district.
- D. An extra class assignment shall be paid according to the following formula: one sixth (1/6) times an individual teacher's current base salary within six (6) period instructional schedule. These assignments will be offered based on seniority and certifications required.
- E. A teacher engaged during the school day in negotiating on behalf of the Union with any representatives of the Board or participating in any professional grievance negotiations shall be released from regular duties without loss of salary. Release time in reference to negotiations will be negotiated at the time guidelines are set up for negotiations.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Union.
- G. It is understood that the teachers will provide the required instructional time so that the district will receive its full foundation grant. This will be fulfilled without additional compensation. If possible, such time will be made up by using staff development time.

## **ARTICLE VI**

### **Special Student Programs**

The parties recognize that all children are unique and that they have both common and special needs, some of which should be addressed outside of the regular classroom through enrichment courses. Following consultation with the Union, the Employer reserves the right to maintain such programs as finances allow. A definite classroom will be designated for instruction in these areas, where possible, with priority given to physical education classes in the use of multi-purpose rooms.

Special education programs shall meet applicable state and federal program guidelines. However, nothing in this provision shall preclude the employer from seeking and acquiring waivers.

**ARTICLE VII**

**Teaching Conditions**

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

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

1. Regular Classrooms  
K-3 . . . . . 27-1 (per certified staff member)  
4-5 . . . . . 30-1 (per certified staff member)
  
2. Split Classrooms  
K-3 . . . . . 24-1 (per certified staff member)  
4-5 . . . . . 27-1 (per certified staff member)

Should the numbers exceed those listed above, beyond the Wednesday of the **second** complete week of school or the **second** full week of semester two, a teacher will receive \$500 per student over the allowable class size grades K-3 29 students and grades 4-5 32 students. Should the class size be renumeralated to match allotted class size, the teacher will receive a pro-rated amount for the time the overage was experienced.

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

size of not more than 25 pupils for grades K, 1, 2 and 3, 28 pupils for grades 4-5, and 30 pupils for grades 6-12, taken collectively, to take advantage of additional State funding.

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

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

- C. The Employer shall provide:

1. A separate desk for each teacher in the district.
2. Suitable closet space for each teacher to store personal articles.
3. Adequate whiteboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts and manuals used in each of the courses he is to teach.
5. A desktop computer as well as internet access.
6. Adequate storage space in each classroom for instructional materials.
7. Adequate paper, pencils, pens, erasers, and other such material required in daily teaching responsibility. The teacher accordingly agrees to use these materials in a responsible manner.
8. Each teacher shall be provided with a room key and keyless entry.

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

- E. Off-street, paved parking facilities shall be provided and properly maintained for teacher use at each building. All sidewalks and parking areas shall be swept, plowed and/or salted when necessary.

- F. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.

G. In order to give the substitute teacher the most assistance possible, each teacher must have the following up-to-date materials ready:

1. Daily lesson plans
2. Seating chart(s) and attendance roster
3. Teacher classroom schedule

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

## **ARTICLE VIII**

### **Qualifications and Assignments**

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

1. A bachelor's degree from an accredited college or university.
2. A provisional, permanent or continuing teaching certificate.
3. In addition to the School Calendar requirements, teachers subject to Section 1526 of the school Code (MCL 380.1526) shall be required to attend fifteen (15) days of professional development during the first three (3) years of their teaching career. Such professional development will be paid for by the employer.

B. Teachers who will be affected by a change in grade assignments in the elementary school and by changes in subject assignment in the secondary school will be notified as soon as possible by their principal.

C. In order that staff can be properly assigned, teachers must notify the Superintendent by May 1 of any additional endorsements obtained. Failure to do so may preclude assignment in the new endorsement area for the following school year.

## **ARTICLE IX**

### **Vacancies, Promotions and Transfers**

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of the teachers. Requests by a teacher for a transfer to

a different building or position shall be filed (in writing) with the Superintendent of Schools, or his delegated representative. Such applications will be destroyed on the opening day of each school year and new applications may be submitted.

The teacher shall also have the right to request a transfer to a different grade level or subject area within a building. Such requests shall be directed to the building principal. **All requests may be granted at the Employer's discretion.**

- B. The Union recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent, in his reasonable judgment, so determines, such vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.
- C. The Board further agrees to post at each building all vacancies for a period of five (5) school days. This does not include clubs. Vacancies shall be defined as new positions, resignations from the same held position, unfilled positions from non-recommendation, or those positions which are filled annually. Any bargaining unit position that is filled by non-unit members shall be posted annually. Applicants will be advised of the criteria upon which they will be judged. The Board's decision shall be final.
- D. All candidates for a position within the district shall be notified by letter within ten (10) days after the Board's decision. Unsuccessful candidates who wish to review their applications for an administrative position are encouraged to contact the Superintendent for a personal interview.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement, prior to such transfer to a supervisory or executive status.

## **ARTICLE X**

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

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

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

- 1. All teachers shall be allowed one and one-fifth (1 1/5) days of sick leave per month during the probationary period of employment, and one and one-

half (1 1/2) days per month thereafter (based on a ten-month school year).

2. A part-time employee on a written contract shall be allowed sick leave benefits on a proportionate basis. Part-time employees shall not include substitute teachers.
  3. Upon severance of employment, for reasons other than ill health, an employee credited with leave allowance in advance of service shall reimburse the Board of Education for all leave days used but not yet earned.
- B. Leave days shall accumulate in future years to a total of two hundred (200) days if the teacher remains in the employ of the school district.
- C. Personal business, sick leave or emergency days may not be used for college classes, for taking or extending a vacation, for working at a part-time job or for social functions.
- D. The Union agrees that it is the responsibility of the individual teacher to use his personal business and sick leave days in the manner for which they are intended. If it is determined that a teacher has deliberately falsified the reason for his absence, the teacher may be subject to discipline up to and including discharge.
- E. All members of the certificated staff, with the exception of administrators, shall assign one (1) leave day per year to a central sick leave bank. A certificated staff member may request, when his own personal leave accumulation is exhausted, to draw from this bank in cases of extended continuous absence due to personal illness or accident, according to the procedures listed below.

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

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

The above-named committee shall periodically review each case to determine future eligibility. The maximum period between reviews shall be thirty (30) days. All committee decisions shall be in writing and a copy sent to all persons involved. All committee decisions pertaining to eligibility or renewal of benefits, after initial benefits are granted, shall be final and are not subject to appeal.

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

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

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

1. Probationary teachers: twenty (20) days.
  2. Tenure teachers with less than five (5) years of service in District No. 7: sixty (60) school days.
  3. Tenure teachers with five (5) but less than ten (10) years of service in District No. 7: one hundred (100) school days.
  4. Tenure teachers with ten (10) years of service or more in District No. 7: two hundred (200) days. In no case will more than two hundred (200) school days be granted during to teacher's career.
- F. All employees shall be granted such days as may be required by their religion. Such days shall be deducted from leave accumulation.
- G. Teachers shall be allowed to serve on juries during the regular school year when called, and there shall be no financial penalty attached to such service in any way. However, it is understood that whatever amount is earned in such capacity is to be returned to the Board of Education and that such employees are to be paid their regular salary by the Board. Such days shall not be deducted from the accumulated leave days.
- H. One day visitation per year shall be allowed each teacher to visit educational institutions or attend educational conferences. Such days are subject to valid request and final approval by the building principal. Additional days may be allowed subject to final approval by the Superintendent.
- I. One day shall be provided to take the selective service physical examination, not



deductible from the teacher's leave accumulation.

- J. All personal leave days will be assigned to a personal leave base under the conditions described in sections A and B of this Article. Upon accumulating the maximum allowable sick leave, an individual who has accumulated more than 200 days shall be reimbursed One Hundred Dollars (\$100) per unused personal leave days over and above the two hundred (200) day base, to be paid at the end of said school year. The maximum amount any individual teacher can receive is One Thousand Dollars (\$1,000) per year. The Board shall furnish a written statement by the fourth Friday after Labor Day indicating the total amount of sick leave credit.

## ARTICLE XI

### Transfer of Sick/Leave Time/Days

- A. Employment in another represented or non-represented position, within the Dearborn Heights School District #7, is entitled to maintain the accumulated sick/leave days earned during their tenure while in the position/assignment they are leaving and transfer them to the newly accepted position;
1. Any current employee accepting employment in another represented or non-represented position, within the Dearborn Heights School District #7, shall be entitled to maintain the accumulated sick/leave days earned during their tenure while in the position/assignment they are leaving and transfer them to the newly accepted position.
  2. The number of sick/leave days maintained/transferred shall be calculated and represented as an hourly total based upon the number of hours worked per day for a particular position/assignment. As an example, an employee working six (6) hours per day with an accumulation of five (5) days, shall maintain/transfer thirty (30) hours of sick/leave days;
  3. The amount/rate of pay for the payment of the maintained/transferred sick/leave days shall be the last rate of pay on the affected employee's payroll record while in the respective position/assignment. The rate of pay for the maintained/transferred days shall not be at the new position rate of pay;
  4. The affected employee may use the maintained/transferred sick/leave days from the position they left, pursuant to the two (2) preceding bullet points, once all accumulated sick/leave days they have accumulated in their current position has been exhausted;

5. There is to be no consideration of a payout of unused days from the previous position, but an agreement to utilize them once all accumulated sick/leave days have been utilized in the current position.

## ARTICLE XII

### Sabbatical Leave

- A. The District will adhere to section 380.1235 of PA 451 of 1976.

## ARTICLE XIII

### Unpaid Leaves of Absence

- A. Service Organization Leaves

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

- B. Medical Leave/Parental Leave

A leave of absence shall be granted to any teacher, upon application, for personal illness, injury, disability or illness in the immediate family **consistent with the FMLA. All leaves shall run concurrent with, and not in addition to, the FMLA.**

- C. Parental Leave

Upon request, the above leaves may be extended for one year (1).

- D. Military Leave

**The Employer agrees to comply with all Military Leave laws and related regulations.**

- E. Union Leave

A leave of absence of one (1) year (subject to renewal for one year by the Employer) shall be granted to any tenure teacher, upon application, for the purpose of serving as an officer of the Union, the MEA, the NEA or on their staffs. The maximum number of teachers on leave pursuant to this section shall be two (2).

F. Public Service Leave

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

G. Application for unpaid leaves of absence shall indicate the beginning and ending dates of such leaves.

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

H. Teachers on leave shall notify the Superintendent in writing sixty (60) calendar days prior to the termination of their leave of their intention to return to work or submit a request for an extension of their leave.

I. In accordance with the Teacher Tenure Act, a regularly employed instructional employee may be required to take an involuntary, unpaid leave when it has become apparent to the Superintendent of Schools that the individual is no longer able physically and/or mentally to discharge the duties of his position in a competent, professional manner.

1. Upon the recommendation of the Superintendent of Schools and approval of the Board of Education, the Superintendent may require, in writing, that any employee take a physical or mental examination at the Employer's expense, the results of which may be used for determining involuntary leave.
2. The employee requesting return from an involuntary leave may return following the passing of a mental or physical examination at the Employer's expense.
3. The examining physician shall be selected jointly by the Employer and the Union from a list of physicians approved by the Wayne County Medical Association.
4. Reinstatement of all benefits, including salary, shall begin immediately upon passing the re-examination provided the employee returns to work.
5. Increment on the salary schedule and seniority shall be allowed for such leaves on a maximum of one (1) year per individual.

- J. Only one (1) leave with seniority credit will be granted an individual in any three (3) year period.
- K. Unpaid leaves of absence provided under the collective bargaining agreement, shall run concurrently with, and not in addition to, leaves under the Federal Family Medical Leave Act (FMLA) provided that the employee is eligible for, and receives all benefits provided under the act.

## **ARTICLE XIV**

### **Academic Freedom**

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

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

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

## **ARTICLE XV**

### **Professional Behavior**

- A. Teachers are expected to comply with reasonable rules, policies, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. A copy of policies adopted by the Board of Education shall be made available to all teachers.

- B. A teacher, if he/she requests, shall be entitled to have present a representative of the Union in any case involving a reduction of rank, loss of compensation or reprimand. When a request for such representation is made, no action shall be taken with respect to the teacher until a representative of the Union is present.

## ARTICLE XVI

### Professional Improvement

- A. The parties encourage the principle of continuing education and training as supported in the teachers' salary schedule. The parties also recognize that conferences, workshops and conventions offer valuable in-service opportunities to teachers. Therefore, teachers will be encouraged to attend these meetings.
  - 1. Teacher requests to attend meetings are to be submitted to the building administrator as soon as possible prior to the meeting.
  - 2. Full reimbursement for lodging, meals, registration fees, etc. shall be allowed with reasonable judgment exercised in type and cost.
  - 3. All receipts for expenses will be attached to the expense form provided by the building principal.
  - 4. Upon request, a written or oral report supplied by the teacher will be given to the principal stating the values received from attending such meetings.
- B. Employees serving as delegates to professional meetings and conventions concerned primarily with internal affairs of the professional organization shall be permitted to attend such conventions without loss of pay to the individual, but no expense incurred shall be reimbursed in such instances by the Employer. The approval of such meetings will be authorized by the Superintendent of Schools.

## ARTICLE XVII

### Maintenance of Standards

- A. **To the extent permitted by law**, all conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods and leaves, and general working conditions, shall be maintained at not less than the highest minimum standards in effect during the preceding school year. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- B. In the event there is a substantial cut in State Aid, the Board of Education, through

its delegated representative, will meet with the Union to make possible adjustments made necessary by this condition. The Union will make recommendations for adjustments to the Superintendent of Schools.

## ARTICLE XVIII

### Seniority

#### A. Seniority

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

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

Seniority for part-time employment after shall be computed by multiplying the percentage of a full-time position times the number of years of part-time service and adding any years of full-time service.
7. A teacher may not accrue more than one (1) year of seniority in one (1) school year.
8. No seniority will be given for voluntary teaching assignments such as: adult education, night school, driver's education, extra classes, coaching, religious instruction, tutoring, etc.
9. Seniority of administrators who return to teaching positions will be based upon cumulative years of service as an administrator and/or teacher in Dearborn Heights School District No. 7.

10. Teachers on layoff status who refuse full-time employment will relinquish all accrued seniority.
11. The seniority list shall be updated yearly, with the effective date being the last day of school.

## **ARTICLE XIX**

### **Continuity of Operations**

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

## **ARTICLE XX**

### **School Calendar**

- A. **To the extent permitted by law**, for the terms of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Employer and the Union.
- B. There will be one-half (1/2) planning conference days at the beginning of the school year.  
  
At least one-half (1/2) day shall be provided at the end of the first semester for the completion of teacher records when pupils shall be excused from attendance. There shall be at least one and one-half (1 1/2) records days at the end of the second semester.
- C. All possible efforts shall be made to further good parent-teacher relationships. In order to establish a working rapport between the concerned parties, parent-teacher

conferences will be held in all schools. The schedule for parent-teacher conferences will be mutually developed by teachers and principals. When conferences are scheduled in the evening, schools shall be dismissed in the afternoon of another school day to provide release time for the faculty.

The Employer will provide substitute teachers.

Grades K-5: Two (2) afternoons and one (1) evening during the Fall semester and two (2) afternoons and one (1) evening during the Spring semester. An additional afternoon during the Fall and Spring semesters may be granted at the request of the teacher and approval of the principal.

Grades 6-12: One (1) afternoon and one (1) evening during each semester.

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

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

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

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

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



## ARTICLE XXI

### Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The amount of credit for outside teaching experience shall be agreed to by the candidate and the Employer on an individual basis, but in no event shall the credit exceed seven (7) years.
- C. For substitute classroom assignments in excess of the normal teaching load as outlined in Article V, which causes the loss of an unassigned (preparation) period, teachers will be compensated at the rate of **Fifty Dollars (\$50.00)** per period. This does not apply in situations where teachers are late in arriving or must leave early due to illness, athletic events or other emergencies.
- D. Teachers involved in extra-duty assignments set forth in Schedules B-1 and B-2 and which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.
- E. Teachers required in the course of their work to drive personal automobiles shall receive a car allowance at the rate per mile approved by the Employer.
- F. Payment for hours beyond the B.A. or M.A., as indicated in Schedule B, acquired on or after the signing date of this agreement, required that coursework contribute to:
  - 1. a current teaching endorsement or assignment; or
  - 2. an additional teaching endorsement; or
  - 3. an educational administrative certificate.

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

- G. The effective date of advancement to a higher level on the salary schedule will correspond to the next semester after the degree or new level is attained provided the staff member presents documentation within two (2) weeks of the start of a new semester.
- H. Summer school compensation shall be thirty dollars (\$30.00) per hour, as long as the grant can financially support the hourly amount.

## ARTICLE XXII

### Special Teaching Assignments

- A. Special teaching assignments will be made by the Superintendent of Schools on the basis of preference to teachers possessing a provisional teaching certificate, and who are regularly employed in the district during the normal school year. The minimum hourly rate for said assignments shall be negotiated by the employer and union.
- B. The Employer agrees to maintain an adequate and competent list of substitute teachers for the elementary and secondary schools.

All teachers reporting their absence from work must report in Aesop by 6:00 a.m. If an emergency arises after 6:00 a.m., calls should be directed to the building administrator.

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

Coordinator of the placement of any student teachers will be done through the Board of Education Office. It is understood that the placement of student teachers shall not be mandatory.

## ARTICLE XXIII

### Retirement Benefits

To be considered eligible for retirement benefits under this Article, a teacher must be retiring from active service in this district, and must have completed a minimum of ten (10) years in Dearborn Heights School District No. 7; and have applied for and be eligible to receive benefits under the Michigan Public School Employees Retirement System. Such individual shall receive a lump sum retirement of \$50.00 per day for each unused leave day, not to exceed 200 days.

## ARTICLE XXIV

### Student Discipline and Teacher Protection

- A. The parties agree that the primary responsibility for student control and management rests with the teacher. The Board and administration recognize their

responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. All corrective punishment for disobedience must be reasonable without malice and should not be unusual or excessive. The Board shall support the teacher by providing assistance in obtaining professional services for emotionally disturbed students as soon as possible. Whenever it appears that any particular pupil requires specialized professional attention, the Board will take reasonable steps to aid the teacher in his/her responsibilities to such pupil.

- B. A teacher may use such restraint as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may send a pupil to the office for one class period when the **seriousness** of the offense, the persistence of the misbehavior or the disruptive effect of the **conduct** makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- D. A written statement of causes and procedures for suspension of senior high school students, as formulated by the Board of Education, will be distributed to parents, students and instructional personnel at the beginning of the school year. Suspension of students from school may be imposed only by a principal or his designated representative. The teacher and the administration will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.

Transfer of the student to another teacher or other measures, short of suspension, **may be considered**. The principal will assign students with behavioral difficulties so they are distributed as equally as possible among the teachers involved.

- E. Any case of physical or verbal assault upon a teacher or school property or at school sponsored activities shall be promptly reported to the Board or its designated representative. The Board's attorney will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction.
- G. Any reasonable complaints by a parent or a student directed toward a teacher shall be promptly called to the teacher's attention. Any action contemplated by the teacher as a result of such complaint shall be discussed with and approved by the principal before such action is taken.
- H. The Board will take steps to provide reasonable protection of teachers' private

property.

## ARTICLE XXV

### Insurance Protection

- A. All current employees shall be offered the following insurance protection. **This coverage is in effect through August 29, 2024. The employer agrees to pay 80% of the health care premium and the employee agrees to pay 20% of the premium effective January 1, 2022.**

PAK A: (includes medical coverage)

Health –**Choices** BCBS Plan with a “**Saver Rx**” drug card, a \$500/\$1000 annual deductible and \$20/\$25/\$50 office visit co-payment.  
Dental - Delta Dental 80/80/50; \$1,000  
Life - \$40,000 Negotiated Term Life with AD&D  
Vision - VSP-3

**There is no Health Savings Account (HSA) incentive for employees selecting PAK A.**

PAK B: (no medical coverage; for those not electing PAK A, C or D)

Dental - Delta Dental 80/80/50; \$1,000  
Life - \$40,000 Negotiated Term Life with AD&D  
Vision - VSP-3

Any employee selecting PAK B will be entitled to \$150.00 per month cash-in-lieu of health insurance.

PAK C: (includes medical coverage)

Health –**ABC Plan 1** BCBS with an “**ABC Rx**” drug card, a \$1350/\$2700 annual deductible.  
Dental - Delta Dental 80/80/50; \$1,000  
Life - \$40,000 Negotiated Term Life with AD&D  
Vision - VSP-3

**If the employee selects PAK C, they will receive an incentive of \$500/\$1000, to be deposited in equal installments, on a quarterly basis, into a Health Savings Account (HSA).**

PAK D: (includes medical coverage)

Health –ABC Plan 2 with a “3 Tier Rx” drug card, a \$2000/\$4000 annual deductible.

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

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

Vision - VSP-3

**If the employee selects PAK D, they will receive an incentive of \$1400/\$3200, to be deposited in equal installments, on a quarterly basis, into a Health Savings Account (HSA).**

Long Term Disability (LTD) - Sixty (60) day elimination period, 66.67% of monthly income to age 65, and a maximum monthly benefit of \$5,000.00.

Should the plan be switched to a plan other than the insurance plans specified above, there will be no reduction or loss of any benefits or extent of coverages from those insurance plans in effect at the time of the switch.

The insurance plans specified above shall continue to serve as the standard specifications for minimum coverage to be provided by any other plan following any such switch, including any adjustments in benefit and extent of coverage made after the switch.

The employer may obtain health insurance, dental insurance, life insurance, and/or long-term disability insurance coverages at the standard specifications for minimum coverage specified above separately from other insurance companies or in a package in its discretion.

- B. The Parties shall create a “Healthcare Taskforce” of Association and administrative representatives to review on an annual basis the District’s health insurance plan configuration and any applicable rate increases. The Healthcare Taskforce shall make recommendations regarding future plan configurations and offerings. This may include offering more than one health care plan and/or an HSA qualified plan option. Any changes to insurance plan offering must be ratified by the Association’s membership.

## ARTICLE XXVI

### Professional Grievance Procedure

- A. The term “grievance” is a claim that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. Grievances of teachers or of the Union shall be presented and adjusted in the following manner subject to the understanding that no step set forth below be contrary to law.

- C. If a grievance arises requiring action of an authority higher than that in Step I, it may be initiated at the appropriate step of the grievance procedure.
- D. It is expressly understood and agreed that, at the building level, no teacher or group of teachers shall initiate the grievance procedure until the alleged grievance is discussed informally with the principal.
- E. If the informal discussion as described in D. above is not concluded to the satisfaction of the teacher and the Union, the grievance procedure as outlined below shall be followed:

#### STEP I

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

#### STEP II

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

#### STEP III

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

#### STEP IV

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

#### STEP V

If the Union is not satisfied with the disposition of the grievance at Step IV by the Board of Education or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

- F. A grievance may be withdrawn by the Union at any level without prejudice or record.
- G. Upon request, decisions rendered at all steps shall be in writing and shall promptly be transmitted to all parties of interest.
- H. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- I. The Union shall have access to the location and content of records and all information necessary to the determination and processing of the grievance.
- J. If any teacher for whom a grievance is sustained shall be found to have been discharged in an arbitrary or capricious fashion, he/she shall be reinstated with full reimbursement of all professional compensation lost.

## **ARTICLE XXVII**

### **Negotiation Procedures**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters of vital mutual concern may from time to time arise. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving such matters.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may

select representatives of their own free choice. While no final agreement shall be executed without ratification by the Union and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate. The initiating party shall inform the other party in writing to notifying the Michigan Employment Relations Commission.

## **ARTICLE XXVIII**

### **Counseling Services**

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

- A. The number of students assigned to a counselor at the high school shall not exceed the student/counselor ratio established in the ASCA standards. It is understood that for the duration of this Agreement, at least one (1) counselor will be assigned to the middle school. The duties of one counselor shall include duties other than routine guidance functions as determined by the administration. It is understood that the counselors shall not be assigned classroom duties except as per past practice.
- B. The counseling department, middle school principal, and the high school principal will determine the need of the number of counselors that will work before school starts and after school closes in June. The salary for these extra days will be pro-rated on their current salary.
- C. The high school counselor shall be paid at a rate negotiated between the employer and union for the administration of Saturday testing. The principal will determine the number of teacher monitors that will be needed for supervision on a voluntary basis as per Article XXXIII, Item C.
- D. Counselors are not required to initiate or receive routine telephone calls in relation to student illnesses.
- E. In order to keep accurate records, a records secretary will be located at the high school level.
- F. MP2 Subbing-In the event that there are not enough substitutes to provide



adequate cover, counselors will be expected to sub during MP2 only and not during other hours of the school day.

- G. Flexible Prep Time- Because counselors need to be responsive to emerging student needs, counselors are entitled to a flexible prep time.

## **ARTICLE XXIX**

### **Additional Compensation for Extra Duty**

- A. Arrangements for teacher supervision for extra-curricular affairs in the secondary schools shall be the responsibility of the building administrator.
- B. The coaching staff shall assist the administration by recommending specialized personnel to help run the mechanics of the event. Additional personnel used for supervision and crowd control shall be appointed by the administration. Compensation for such extra duties shall be Fifteen Dollars (\$15.00) per hour.
- C. All such extra duty assignments shall be posted to all DH7 employees two weeks for the purpose of utilizing appropriate volunteers the beginning of each trimester. If there are insufficient volunteers two weeks after posting, the duty shall be assigned at that time. Under no circumstances shall any teacher be required to serve with less than one week's notice. In the event the assigned teacher cannot perform the duty, he/she shall be responsible for obtaining a replacement staff member. If possible, the Employer will utilize the services of PESG to accomplish additional duties to the extent possible.
- D. Sponsors of clubs and organizations shall obtain five (5) volunteers for adequate supervision and crowd control. The Union has agreed to encourage each staff member to participate in at least one extra activity. In the event the sponsors are unable to obtain sufficient volunteers to provide adequate supervision, the sponsor shall cancel the activity.
- E. The Board of Education agrees to pay all personnel costs for the Homecoming Dance, Senior Prom and all other major events. The major events will be so designated by the administration two weeks after the beginning of the school year.

#### **Limitations and Clarification Note**

Middle School and Elementary personnel may volunteer for extra duty assignments.

## ARTICLE XXX

### Miscellaneous Provisions

- A. No polygraph, lie detector, nor recording or listening device shall be used in any investigation of any teacher.
- B. Any individual contract between the Employer and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, the Agreement during its duration shall be controlling.
- C. The Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- E. 10 paper copies will be provided to the union president for their distribution. Electronic copies of this Agreement shall be available to all teachers now employed, hereafter employed, or considered for employment by the Employer.
- F. The Union may request time immediately following the adjournments of staff building meetings for the purpose of carrying out Union business **as scheduling permits**. It shall be understood that representatives of the administration shall not be in attendance at Union building meetings.
- G. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- H. The Union District Director will be granted one (1) hour of release time per day to conduct Union business.
- I. If an elementary principal is absent, the Superintendent of Schools will take the necessary steps to take care of the situation.

- J. The Employer shall provide a bank of twenty-five (25) days to be used by employees who are engaged in Union business. This bank shall be provided at no cost to the Union and shall be renewed each school year so that there are twenty-five (25) days available for said year. Said bank shall be administered by the Union.
- K. The employer **may require** the staff to become technologically proficient.
- L. The Local Government and School District Fiscal Accountability Act, requires the parties to place a provision in this Agreement that states an emergency manager is authorized "to reject, modify or terminate" this Agreement. However, this paragraph shall not waive the Association's right to challenge the enforceability or legality of any unilateral action to compromise or alter this Agreement.

## **ARTICLE XXXI**

### **Special Education Co-Teaching/Inclusion Teaching**

Assignments for special education co-teaching/inclusion teachers:

1. By May 1 of each school year, all general education teachers currently assigned to the grade level or subject area to be a co-teaching situation shall be offered an opportunity to volunteer.
2. In the event there are fewer volunteers than co-teaching situations, a meeting between administrators and grade level/subject area teachers shall be held to seek a solution.

## **ARTICLE XXXII**

### **Annexation and Consolidation**

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

**ARTICLE XXXIII**

**Duration of Agreement**

This Agreement for the 2021-22 through 2023-24 school years shall be effective November 15, 2021 and shall continue in effect until the 29th day of August, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

WAYNE COUNTY MEA/NEA

BOARD OF EDUCATION

By

By

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Troy Scott  
WC MEA/NEA

---

Carrie Harleton, Board President

By

By

---

Amanda Moran, D7 EA President

---

Nathaniel Cann, Board Secretary

By

By

---

Heather Welch, D7 EA Chief Negotiator

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Kevin D. Brock, Assistant Superintendent

SCHEDULE B

**2021-22 SCHOOL YEAR SALARY SCHEDULE**

2021-22 Salary Schedule				4%		
Step	BA	BA+15	MA	MA15	MA30	DOC
0	43,458	45,362	49,170	50,688	52,231	53,784
1	46,446	48,198	51,665	53,379	55,092	56,795
2	48,809	50,688	54,485	56,350	58,229	60,108
3	51,092	53,129	57,250	59,289	61,331	63,412
4	53,585	55,820	60,393	62,634	64,878	67,166
5	56,674	59,133	64,157	66,640	69,110	71,620
6	59,391	62,108	67,624	70,385	73,100	75,864
7	62,470	65,428	71,833	74,827	77,833	80,782
8	65,342	68,463	75,197	78,327	81,446	84,569
9	72,481	75,474	78,619	81,817	85,054	88,313
10	0	0	90,480	91,660	93,264	95,360

Teachers with 25 years or more years of service in District 7 shall receive an additional \$500.

**2022-23 SCHOOL YEAR SALARY SCHEDULE**

2022-23 Salary Schedule				3%		
Step	BA	BA+15	MA	MA15	MA30	DOC
0	44,762	46,723	50,645	52,208	53,798	55,397
1	47,840	49,644	53,215	54,980	56,745	58,499
2	50,274	52,208	56,119	58,041	59,975	61,911
3	52,625	54,723	58,967	61,068	63,171	65,314
4	55,193	57,495	62,205	64,513	66,825	69,181
5	58,374	60,907	66,081	68,639	71,183	73,768
6	61,173	63,971	69,653	72,497	75,293	78,140
7	64,344	67,391	73,988	77,072	80,168	83,205
8	67,302	70,517	77,453	80,676	83,889	87,106
9	74,655	77,738	80,977	84,271	87,606	90,962
10	0	0	93,194	94,410	96,062	98,220

**2023-2024 SCHOOL YEAR SALARY SCHEDULE**

2023-24 Salary Schedule				3%		
Step	BA	BA+15	MA	MA15	MA30	DOC
0	46,105	48,124	52,165	53,774	55,412	57,059
1	49,275	51,133	54,812	56,630	58,447	60,254
2	51,782	53,774	57,803	59,782	61,775	63,768
3	54,204	56,365	60,736	62,900	65,066	67,274
4	56,848	59,219	64,071	66,448	68,829	71,257
5	60,125	62,735	68,064	70,698	73,319	75,981
6	63,008	65,890	71,742	74,672	77,551	80,484
7	66,274	69,413	76,207	79,384	82,573	85,702
8	69,321	72,633	79,777	83,097	86,406	89,719
9	76,895	80,070	83,407	86,799	90,234	93,691
10	0	0	95,990	97,243	98,944	101,167

**SCHEDULE B-1**

Additional Compensation for Extra Duties

Level	Activity	Position	Compensation
High School			Not to exceed (1) sponsor for compensation.
	Band(Marching/Concerts)	Sponsor	\$2,000
	Senior Class	Sponsor	\$1,400
	Junior Class	Sponsor	\$900
	Sophomore Class	Sponsor	\$700
	Freshman Class	Sponsor	\$500
	National Honor Society	Sponsor	\$650
	DECA/Business Club	Sponsor	\$650
	Drama (Not to exceed 2 plays for compensation)	Sponsor	\$1,000 per play
	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650

	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650
<b>Middle School</b>			
	Band(Concerts/Parade)	Sponsor	\$1,100
	Drama(Not to exceed to plays)	Sponsor	\$650 per play
	Student Council	Sponsor	\$650
	NJHS	Sponsor	\$650
	School Store	Sponsor	\$650
	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650
<b>Elementary</b>			
	Safety Patrol	Sponsor	\$650
	Student Council	Sponsor	\$650
	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650
	Open Club	Sponsor	\$650

**5<sup>th</sup> Grade Camp (one day comp for full camp coverage).**

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

**SCHEDULE B-2**

**Additional Compensation for Coaching Duties**

Sport	Position	Compensation % of BA Step 0
High School		
Boys Basketball	Varsity Head Coach	13%
	Varsity Assistant Coach	10%
	JV Head Coach	10%

	9 <sup>th</sup> Grade Coach	10%
Football	Head Coach	13%
	Varsity Assistant	10%
	Varsity Assistant	10%
	Varsity Assistant	10%
Wrestling	Varsity Head Coach	13%
	Varsity Assistant Coach	10%
Baseball	Varsity Head Coach	10%
	Varsity Assistant	10%
	JV Head Coach	10%
Track	Varsity Head Coach	13%
	Assistant Coach	10%
Swimming	Head Coach	13%
	.5 Assistant Coach	10%
Golf	Varsity Head Coach	13%
Girls Softball	Varsity Head Coach	13%
	Varsity Assistant Coach	10%
	JV Head Coach	10%
Girls Volleyball	Varsity Head Coach	13%
	Varsity Assistant Coach	10%
	JV Head Coach	10%
	9 <sup>th</sup> Grade Coach	10%
Girls Basketball	Varsity Head Coach	13%
	Varsity Assistant Coach	10%
	JV Head Coach	10%
	9 <sup>th</sup> Grade Coach	10%
Girls Swimming	Head Coach	13%
	.5 Assistant Coach	10%
Girls Track	Head Coach	13%
	Assistant Coach	10%
Cheerleading	Varsity Head Coach	6.5% per season (Max 2 Seasons)
	JV Head Coach	4.5% per season (Max 2 Seasons)
Tennis	Head Coach	10%
Co-Ed Bowling	Head Coach	10%
Co-Ed Cross Country	Head Coach	10%
Middle School		
Football	Coach 1	9%
	Coach 2	9%
	Coach 3	9%



Boys Basketball	8 <sup>th</sup> Grade Coach	9%
	7 <sup>th</sup> Grade Coach	9%
Basketball	8 <sup>th</sup> Grade Coach	9%
	7 <sup>th</sup> Grade Coach	9%
Baseball	7 <sup>th</sup> /8 <sup>th</sup> Grade Coach	9%
Wrestling	Head Coach	9%
Track Boys and Girls	Head Coach	9%
Cross Country Boys and Girls	Head Coach	9%
Swimming Boys and Girls	Head Coach	9%
	Assistant Coach	7%
Girls Basketball	8 <sup>th</sup> Grade Coach	9%
	7 <sup>th</sup> Grade Coach	9%
Girls Volleyball	8 <sup>th</sup> Grade Coach	9%
	7 <sup>th</sup> Grade Coach	9%
Softball	Head Coach	9%
Track Girls	Head Coach	9%

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

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

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

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

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

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

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

- F. With the principal's approval, coaches and sponsors may be dismissed early. However, it is the responsibility of each coach and sponsor to provide his/her own substitute at least one (1) day prior to the requested time. These substitutes shall be paid the sum of Seven Dollars (\$7.00) per hour.
  
- H. The position of Middle School Athletic Coordinator shall be appointed on a continuing basis, unless a review of his/her performance proves unsatisfactory or he/she resigns. This is not to imply that this is a tenure position. The remuneration shall be 6.34% (25% reduction amount is - 4.76%) of the B.A. Zero Salary Step.
  
- I. Duties of the athletic directors will include scheduling of male and female athletic events.

## APPENDIX A

### **NON-TEACHER CERTIFIED EMPLOYEE DISCIPLINE AND REDUCTION IN PERSONNEL**

The term "non-teacher certified employee" shall refer to all professional employees represented by the Union whose employment is not regulated by the Michigan Teachers' Tenure Act.

#### **Discipline**

Any reprimand, discipline, demotion, or dismissal of a non-teacher certified employee shall be for just cause.

#### **Reduction in Personnel**

Should changes in student population or other conditions make necessary a general reduction in the number of non-teacher certified employees employed by the Board, the Board will retain those employees having the most seniority in the district in their respective job classification.

No non-teacher certified employee will be laid off unless he/she has been informed of such termination of employment at least thirty (30) calendar days prior to the effective date of the layoff. In normal circumstances, non-teacher certified employees will be notified at least thirty (30) calendar days prior to June 30th.

Non-teacher certified employees who are notified at other times during the school year shall be laid off only because of an incident with a significant financial impact (for instance, executive order cut, dramatic drop in enrollment, etc.).

Laid off non-teacher certified employees shall inform the Personnel Director and the Union of their desire to return to the District. The Personnel Director will offer available openings to the qualified person with the longest seniority on the list of employees awaiting reinstatement to active service.

A non-teacher certified employee who refuses a recall to a position for which he/she is qualified and waived his/her right to all positions for that school year. Non-teacher certified employees will remain on the layoff list a maximum of three (3) years. It is the responsibility of the laid off employee to keep the Personnel Office notified of his/her current address and telephone number.