

Retirement/Resignation

If you are planning on leaving the DPS district please email Human Resources, Amal Alcodray, and your Building Administrator with your last day of employment. Two weeks notice is considered the professional notice.

If you are planning to retire, also notify ORS (Office of Retirement Services) at Michigan.gov/ors or you can call at 517-284-4400.

If you have days in your sick bank we encourage you to donate them to the Catastrophic Sick Leave Bank (CSLB) to help your fellow Union Brothers and Sisters who are facing catastrophic medical issues. To donate, email Human Resources, Amal Alcodrey and state that you want any sick days left in your bank to be donated to the CSLB.

Open Enrollment

Open Enrollment will begin May 2022. All DPS staff will need to take part in Open Enrollment for Health Care benefits. Please look for additional details and meeting times in upcoming emails.

Contract Negotiations: Contract Language

At the April General Membership meeting (Zoom) on 4/26/22 we will be discussing Articles XVII-XXIV pages 61-73. Articles are attached in the Greensheet.

FMLA Information

FMLA (Family and Medical Leave Act) is a federal program that offers time off from your employer for either your health needs or your family (dependent children, spouse, parent). The DFT681 Union bargained that members can use their sick bank so that they are paid when using FMLA.

Important Details

You must have worked **1250 hours** in the school year before the start of your leave, which means you must have worked full-time the school year before you apply for FMLA.

You are entitled to a total of **12 weeks, 60 work days** each school year. These days are only paid if you have the accrued time in your sick bank.

You can take multiple FMLA leaves in one school year, BUT you cannot exceed the 12 weeks/60 work days.

Example: your spouse is ill and you take 10 days off (one FMLA leave). Then you suffer an injury and need 30 days off to recover (this would be an additional FMLA leave).

You can take FMLA as a continuous leave or intermittent leave. If you use an intermittent leave, it is your responsibility to inform HR when you use an FMLA sick day, so the days are coded correctly.

IMPORTANT: please check with DFT681, Article XIII pages 44-60. You are only paid for a total of 25 care of family days, even if you have additional days in your sick bank.

You may be required to give the school district a 30 day notice before your FMLA leave is approved. This is the case in planned absence, pregnancy, or elective surgery.

It is the employee's responsibility to apply for FMLA and to make sure that FMLA is approved. Please make sure you have an email trail to protect yourself in case of questions.

Article XVII – Teaching Load

ARTICLE XVII - TEACHING LOAD

The 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 an equivalent change in the 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 class size which must take place, within the jurisdiction of the Union, in order to function within the strictures that may be imposed.

All classes of the same course and/or grade level scheduled for the same time/hour shall whenever possible, be balanced as to student load except in situations where the best interests of students (students with IEPs, English Learners, co-teaching, or class size reduction) would prevent equalizing class sizes. This shall be done prior to the first class meeting or as soon thereafter as possible.

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

No teacher of an academic (core) class shall be responsible for teaching more than 30 students per class except as provided below. Daily block-scheduled courses that result in a single extended period requiring two time period allotments (80 minutes or more per session) shall receive a stipend equivalent to two periods.

Extended core class size will be as follows:

Vocational classes:	30 students
---------------------	-------------

or the number of stations whichever is less.

Physical Education classes:	36 students
-----------------------------	-------------

with support in the pool with substitute or
itinerant teacher at 33 students.

Capped at 42 students

Co-op/Work Experience:	36 students
------------------------	-------------

per class period/or 30 contacts per class period,
whichever allows for the most student participation.

Choral/Instrumental Music Classes:	75 Students
------------------------------------	-------------

B. Determination of Roster

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 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;

1. Adjusting teacher assignment(s),
2. Balance classrooms/sections
3. Hire additional teachers,
4. Pay affected teacher \$100 per student, per semester. If classes are co-taught the stipend will be split between co-teachers equally.
5. 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.

C. Elementary Class Size will be based upon the following numbers:

1. Elementary class sizes, including special area classes in Music, Art, Physical Education, Media and Enrichment will be based upon the following numbers:

Y5s	19 students per class
-----	-----------------------

K	24 students per class
---	-----------------------

1 – 3	26 students per class
-------	-----------------------

4 – 5	28 students per class
-------	-----------------------

Elementary class sizes with split grades, excluding Montessori classrooms, will be based on the following numbers:

K-1 & 1-2	20 students per class
-----------	-----------------------

2-3	22 students per class
-----	-----------------------

3-4	23 students per class
-----	-----------------------

4-5	24 students per class.
-----	------------------------

If the size of the Kindergarten, 1st, 2nd grade or special area (K-2) class reaches thirty (30) per class for all sections in that grade level then another class section will be created or staff may be realigned to decrease / balance student numbers. If the size of the 3rd, 4th, 5th grade or special area (3-5) class reaches thirty-one (31) then another class section will be created or staff may be realigned to decrease / balance student numbers. 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.

2. If the SE department is notified in advance, every effort will be made to contract a substitute for ancillary staff that is consecutively absent for 15 or more school days.
3. Whenever possible, multi-age groupings will be rotated each year among the qualified teachers available in the building, and, any other article of this contract notwithstanding. However, an individual teacher teaching a multi-age grouping may waive being rotated.

D. Determination of Roster

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 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;

1. Adjust teacher assignment(s),
2. Balance classrooms/sections,
3. Create multi-age (split) classrooms,
4. Hire additional teachers,
5. Pay affected teacher \$300 per student, per semester,
6. Payments to special area teachers in Music, Art and Physical Education will be prorated according to student contact time. The unit member will submit a Stipend Payment Form to Human Resources based on the determination of the official class roster.
7. 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.

E. Special Education

1. If the size of any special education class exceeds state recommendations, the coordinator in Special Education will explain the reason to the teacher concerned. If the teacher is not satisfied, the teacher may request that the

Administration explore with the Union the possibilities of reducing the size of the class. In such event a meeting between appropriate representatives of the Administration and the Union will be held within ten (10) days of the request.

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

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

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

3. When a teacher has difficulty fulfilling his/her professional responsibilities due to the number of special education and/or English Learner students in the classroom, the teacher may explore avenues of assistance with the building administrator. After meeting with the teacher, if the concerns remain unresolved, the building administrator will further explore ways to address the issues with the appropriate director and report back to the teacher.

Article XVIII – Open House/Parent Teacher Conference Days

ARTICLE XVIII - OPEN HOUSE/PARENT TEACHER CONFERENCE

DAYS

A. There will be an Open House in September of each school year not to exceed 1.5 hours.

In lieu of the September Open House, the Michael Berry Career Center shall have a spring open house in March that welcomes all students, parents and community members. The purpose of the open house may include, but is not limited to, the following goal(s):

- Offer the community an opportunity to tour the facility and find out about CTE programs offered.
- To showcase technical skills acquired and "College and Career Ready" opportunities.
- Invite industry leaders and college professionals to explore college admissions, college credits offered through CTE courses in High school, apprenticeships, job openings, etc.
- Meet current staff/students.

There will be parent-teacher conferences, which will be scheduled as follows:

First semester -- all teachers: two evening conferences to be held during the second week following the end of the first card marking period.

Elementary teachers will hold a third parent-conference session in the evening the following week and a fourth parent-conference following the third marking period on a date mutually agreed upon by the Executive Directors of Student Achievement and the Union.

Second semester: All high school teachers: one evening conference will be held during the first or second week following the fourth card marking period and to the extent possible such that middle school and high school will be held on separate dates.

Second semester: All middle school teachers: one evening conference will be held following the third marking period on a date mutually agreed upon by the Executive Directors of Student Achievement and the Union.

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

Parent-conference sessions at the secondary level will be scheduled for three hours.

In a week with scheduled parent conference day(s) there shall not be a building level meeting.

- B. At the elementary level, parent-teacher conferences may be scheduled during the day or evening on a ratio not to exceed eight (8) students or majority fraction thereof per half day per conference round.
- C. Conference schedules mutually agreed upon by the individual teacher and the building administrator shall be made out in advance.
- D. When additional evening conferences are held, one-half day released time for those teachers involved shall be granted the day of the evening conferences or the following day, but in no case shall this released time be granted on a Friday afternoon or immediately before or after a holiday or vacation period.

Article XIX – Personnel Files

ARTICLE XIX - PERSONNEL FILES

A. Any unit member will have the right to inspect his or her personnel file. The unit member must make an appointment with the Department of Human Resources in order that an employee of that Department will be available to be present when the unit member inspects the file. Confidential credentials and personal references normally sought at the time of employment are specifically exempted from review. The administrator will remove these documents from the file prior to a review of the file by the unit member.

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

Article XX – School Mail Service and Facilities

ARTICLE XX - SCHOOL MAIL SERVICE AND FACILITIES

- A. The Union shall have the right to use school mailboxes and the inter-school mail service and district e-mail for the purpose of communicating with unit members and distributing organizational material, provided that all such material is clearly identified and the organization accepts all responsibility for such material.

- B. Individual unit members will not be prohibited from use of the school mail service including, but not limited to, school mailboxes, inter-school mail service, and district e-mail services per district policy and guidelines.

Article XXI – Substitute Teachers

ARTICLE XXI - SUBSTITUTE TEACHERS

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

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

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

Refer to the Emergency Sub Plan memo posted on the HR blog.

Combining classrooms with one teacher is not to exceed an hour or two unless it is an assembly style arrangement.

Article XXII – Miscellaneous Articles

ARTICLE XXII - MISCELLANEOUS ARTICLES

- A. When a unit member communicates as a citizen, the unit member shall be free from administrative and institutional censorship and discipline. The unit member bears a responsibility to clarify that the unit member speaks as an individual and not on behalf of the school system.
- B. The Board will provide legal assistance for any unit member who is sued for assault or negligence, provided that the alleged incident occurred in the course of performance of duties and that in the Board's opinion the unit member was acting properly.
- C. If a teacher is assaulted by a student or parent the School District shall render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- D. The School Board will reimburse a unit member a maximum of up to \$200 for loss of or damage to personal items from an unprovoked attack by a student when that unit member is performing assigned duties. Evidence of cost, such as, but not limited to, receipts of sale or replacement price of the same or similar product must be provided by the unit member. For reasonable and customary belongings that exceed \$200, the unit member may appeal to Human Resources for additional assistance.

- E. The final responsibility for the selection of textbooks and other instructional materials rests with the Board and the Administration. However, unit members will participate in such selections when a change in, or addition to, textbooks or other instructional materials is contemplated. The Board will provide each school with typing and reproduction equipment and supplies to aid unit members in the preparation of instructional materials.
- F. The Administration will continue to make a reasonable effort to provide off-street parking facilities for unit members and to maintain such facilities during school in-session days.
- G. Interruption of classroom instruction shall be permitted only in cases of emergency or when no other reasonable alternative is possible.
- H. Those days or portions thereof designated as unit member work days (duty days) without students should be reserved, for the purpose of record keeping and for preparation for the ensuing semester. Building administrators will avoid scheduling 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.
- I. Each unit member is entitled to freedom of discussion within the classroom on all matters which are relevant to the course of study and within the unit member's area of

professional competence. In addition, recognizing that differing points of view do exist and that such differences should be identified and respected, the unit member shall have the responsibility of providing the opportunity for the reasonable expression of relevant ideas on the part of students.

- J. Before eliminating programs, departmentalizing staff, issuing job specifications, or designating courses as "AVIP" offerings or offering interactive video courses, the Administration will review its plans with the Union prior to making a final determination.
- K. A unit member who is faced with disciplinary action or reprimand has the right to request immediate Union representation. If such representation is unavailable, the meeting shall be rescheduled within one working Day.
- L. Should the temperature in any classroom fall below sixty degrees (60°) or rise above 90° Fahrenheit for more than twenty-four (24) hours, the building administration shall make every effort to address the situation until it is resolved. Ventilation complaints should be reported to the building engineer and building administrator.

Article XXIII –Workers’ Compensation

ARTICLE XXIII - WORKERS' COMPENSATION

The policy pertaining to pay for unit members injured while on duty for the school district follows:

- A. That the School District continue furnishing Workers' Compensation:
 - 1. Benefits to be paid upon injury according to State regulations with a reserve established for each claim on file.
 - 2. The responsibility for administering this program be given to the Executive Director of Business Services.
 - 3. That any payment made under this coverage be charged under Fixed Charges-Workers' Compensation Insurance and a General Fund check be issued.
 - 4. Unit members who receive workers' compensation payments may use their accrued sick time, in a 1:3 ratio, to supplement their workers compensation to afford them a full salary until their sick time is exhausted.

Article XXIV – Health Benefits

ARTICLE XXIV - HEALTH BENEFITS

A. Introduction – DSEHP VEBA

1. The Board agrees to be covered by and to comply with the Agreement and Declaration of Trust establishing the Dearborn Schools Employee Health Program (“DSEHP”) effective March 31, 2014, and any amendments thereto; a copy of which has been furnished to the Board.
2. The Board will execute and continue to be bound by a Participation Agreement with the DSEHP. The Participation Agreement dated April 4, 2014 is in effect.
3. Commencing the first day this agreement is in effect the designated provider of unit employee hospital, medical, surgical, prescription drug, vision, dental and wellness program benefits will be the DSEHP. The DSEHP shall continue to be the provider unless notice to the contrary is provided to the Board by the DSEHP.
4. The Board will make contributions to DSEHP as required by this agreement.
5. The DSEHP has the sole responsibility and authority to determine benefit plans, carriers or service providers and to contract for the provision of such benefits as may be secured within the resources available. The DSEHP may, change, terminate, amend

or modify benefit plans, carriers or service providers without prior approval of the Board or persons eligible for coverage.

6. The responsibility of the Employer with regard to employee benefits is limited to this Article.

7. The Board shall cooperate with and assist the DSEHP by providing such information as may be necessary and which may bear upon administration of the benefits including but not limited to:

- a. reporting of employee status information such as hire, termination, layoff, change from full to part time or the reverse;
- b. distribution to employees of plan materials such as summaries, descriptions, enrollment and election forms;
- c. referral of inquiries to the DSEHP's administrator

8. Indemnification

- a. The Union acknowledges that the Employer shall not be liable for a bargaining unit member's medical bills or costs in the event the DSEHP's designated carrier fails to cover those costs for any reason, including without limitation insolvency

or inadequate reserves, provided the Board has made all agreed upon contributions to the DSEHP as specified herein.

- b. The Union shall defend, indemnify and hold harmless the Board of Education from any claim or action initiated against the Board which alleges that Employee contributions have not been used in accordance with law. This provision does not apply to acts of negligence by the Board of Education or its employees.

B. Board Contributions

1. Board contributions will be based upon the total number of Full Time Equivalent employees or fraction thereof.
2. The Monthly Contribution amount by the Board for the beginning on July 1, 2018 through June 30, 2019 is \$1,181.35 per Full Time Equivalent employee or fractions thereof. The FTE will increase in 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24 by the percentage increase in the hard cap amount as set yearly by the State of Michigan through PA 152, not to exceed 5% each year.

Payment for new employees eligible for benefits will commence on the first day of the month following their hire date. When the employer approves a leave of absence that includes health care contributions, the Employer will continue to make contributions for the coverage to the Trust.

If the employee is approved for Long Term Disability (LTD), the employee coverage will continue for an additional three months.

3. Binder Payment: The Board has deposited with the DSEHP a binder payment in the amount of \$1,206,385.49. This deposit shall be used to bind coverage. The binder payment will be applied to the last month's coverage or refunded to the Board upon termination.
4. The Board agrees to remit future Board contributions to the DSEHP's designated depository account not later than the 21st day of the month, or the next business day thereafter, prior to the month for which coverage is provided.
5. Monthly Contributions by the Board or Employees to the DSEHP shall be accompanied by a Remittance Report that will be transmitted electronically to the DSEHP.
6. The Remittance Report shall contain the name and the contribution amount for each bargaining unit member for whom contributions are made. The Board shall be responsible for the accuracy and completeness of the Remittance Report.
7. The parties recognize and acknowledge that the Board's regular and prompt payment of contributions to the DSEHP is essential to the maintenance and operation of the

DSEHP, and that it would be extremely difficult if not impracticable to repair or remedy the actual expenses and damage to the DSEHP and to union members and others receiving benefits under the DSEHP as a result of the Board's failure to make such payments in full and within the time provided.

8. If the Board fails to make contributions (Board Contributions or Employee Contributions) in the required amounts within the time provided in this agreement, it shall pay, in addition to the contributions due, the following amount as liquidated damages to compensate the DSEHP for the reasonable cost of delinquency collection:

- a. If paid after the due date but before a delinquency of six (6) business days, one percent (1%) of the amount of unpaid contributions owed;
- b. If paid six (6) or more business days after the due date, two percent (2%) of the amount of unpaid contributions owed. In addition, contributions not received on or before the due date shall bear interest at the rate of five percent (5%) per annum on the amount due, from the due date until paid.

C. Employee Contributions

1. The DSEHP may require employee contributions in such amount and for such purpose as the DSEHP determines.

2. Employees shall consent to payroll withholding through the electronic enrollment process for benefits.

a. The consent shall authorize the deduction by the Board from the employees' pay of such amount and for such purpose as the authorization shall state.

b. The Board shall cause such deductions to be made and no administration charge or fee shall be imposed on the DSEHP for the administration of this clause.

Employees continue to be responsible for payment of their insurance premium share when on an insurance eligible leave.

3. Employee contributions will be made on a pretax basis through a section 125 cafeteria plan.

4. The amount of the employee contribution may be modified by the DSEHP with notice to the Board.

5. The Board agrees to remit future Employee Contributions obtained by payroll deductions to the DSEHP's designated depository account not later than seven business days after collection.

D. Board Rights and Responsibilities

1. The Board shall be provided both periodically and on reasonable request copies of data pertinent to the operation of the DSEHP to include (but not limited to) DSEHP documents, claims made and covered and other experience data. The Board will be provided copies of the DSEHP Trust Agreement, the Participation Agreement and any plan descriptions.
2. The Board shall from time to time execute such other documents and agreements as are consistent with this Article as may be necessary for the DSEHP to operate.
3. The Board may designate an employee of the Board of Education to act as liaison to the DSEHP. The liaison may attend meetings of the DSEHP which are open to the public and such closed meetings to which the liaison is invited. The liaison may be recognized to speak at, but may not vote at, meetings of the DSEHP. The attendance of the liaison at DSEHP meetings does not change the responsibility of the Board of Education from that defined in this Article.

E. Duration

Notwithstanding any contrary provision in the collective bargaining agreement, the obligations and rights set out in this Article shall remain in effect without interruption until June 30, 2024 unless changed by mutual agreement without regard to the expiration of other terms of this agreement.

F. Employee Assistance Plan

The Board will provide the DFT with an Employee Assistance Plan.