

February General Membership Meeting



February 15th at 4:30 via AFT-MI Zoom

The contract campaign committee will meet at 4:00 to discuss Articles VII-XII (7-12). We will continue the discussion after the February General Membership meeting. Articles VII-XII (7-12) are attached to the Greensheet.

School Finance Presentation

February 11, 2022 at 7:00 pm via Zoom

Michigan State University professor Dr. Arsen will present information on Dearborn School's finance/budget. Additional information and zoom link will be sent out.



AFT – Student Loans

Please contact AFT National, summer program, (aft.org/benefits/summer) for information on Student Loan forgiveness.

You must apply before November 1st 2022

Please contact them for additional details!

Dearborn Education Foundation Mardi Gras!

Mardi Gras will be held Tuesday March 1st at the Downey Brewing Co., located on Prospect in Dearborn, MI.

Tickets are \$30.00 for adult and \$10.00 for children. A special \$50.00 ticket is available which includes dinner and two drink tickets, raffle tickets, and 50/50 tickets (a \$80.00 value). This is available from Chastity Townsend until Feb. 11 (email Chastity at townsec@dearbornschools.org)



Union Membership



Congratulations to the following buildings for 100% Union Membership enrollment.

ASC
Cotter Early Childhood
DuVall Elementary
Lindbergh Elementary
Miller Elementary
Oakman Elementary
Stout Middle School

Article VII - Seniority

ARTICLE VII - SENIORITY

A. A seniority date is a February 1 or September 1 date. Periods of creditable service of less than one year shall be calculated to the nearest whole semester and the seniority date will be adjusted accordingly. Unit members hired before April 15th of the spring semester or before November 15th of the fall semester receive the full semester's credit for seniority purposes. A unit member who serves in a temporary administrative capacity for more than ten (10) weeks in any twenty (20) week period during the school year will lose seniority for the semester in which the greater portion of time was spent in a temporary administrative capacity. Consistent with past practice, the position left open due to reassignment to temporary administrative capacity may be filled with a substitute teacher.

B. In the event of a conflict, within the first 30 calendar days of the beginning of the school year or the start of a new semester, in a given school regarding the assignment of any facility (facility is defined as room assignment and not teaching assignment). P-12 seniority shall be the determining factor unless, in the Administration's opinion, specific educational needs supersede such considerations. There shall be two exclusions to the above:

1. Special education and departmental room assignments.

2. Specific classroom assignments at the secondary level.

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

C. Annually, the Human Resources Department will prepare for the Union a seniority list of all unit members. In addition, a list for each building, containing names, and seniority dates in that building, will be sent to the Union Office on or about November 1 of each school year.

Time involved outside the bargaining unit, in personal leave or time in excess of five (5) years on Civic Leave, shall not be counted as creditable service for seniority purposes; and the position of any such unit member on the list will be adjusted accordingly. The Union shall be notified via updated seniority list by May 15th of the current school year of any changes in certification, endorsement, licensing, or approval by Federal or State law of any member of the bargaining unit.

A unit member who is involuntarily laid off will, upon reappointment, be credited with years of service accumulated prior to the date of layoff. For the purposes of layoff and recall only, all unit members who are on layoff shall accrue seniority, up to the total number of years of active service in the district or for a period of four (4) years

whichever should occur first.

Unit members who resign and are subsequently reappointed will not receive seniority credit for previous years of service.

D. Time involved in all professional leave will be counted as creditable service for the purpose of seniority. Part-time teachers receive a full year of seniority.

E. When ranking unit members in seniority order, if two (2) or more unit members have the same seniority date, they shall be ranked by the last four (4) digits of their respective social security numbers, the one with the higher number being given higher seniority rank.

For example:

	<u>Seniority Date</u>	<u>Social Security Number</u>
Unit Member No. 1	9-1-98	XXX-XX-6500
Unit Member No. 2	9-1-98	XXX-XX-5999
Unit Member No. 3	2-1-99	XXX-XX-9999
Unit Member No. 4	2-1-99	XXX-XX-9234
Unit Member No. 5	2-1-99	XXX-XX-7233

Article VIII – New Positions and Departments

ARTICLE VIII – NEW POSITIONS AND DEPARTMENTS

- A. It is agreed that all postings for district positions pursuant to the DFT collective bargaining agreement will be accomplished through the use of the District online application system and visibly posted near the sign-in sheet for a period of five (5) days. Accordingly, posting responses made by the DFT members will be accepted via District online application system.
- B. Newly created positions, positions that did not previously exist in the District, will be announced and posted according to Article VIII A in each school prior to the selection of staff. Five (5) school days shall be allowed for applications from present staff members.
- C. When new teaching positions are established because of special grants from the Federal or State government, or from a foundation, teachers in the bargaining unit will have the first opportunity to fill these teaching positions consistent with job descriptions established for these teaching positions by the Administration. A notice of such position shall be visibly posted according to Article VIII A for a period of five (5) school days in each school building and department.
- D. English Learners Department Teachers

The Board and the Union recognize that all Bilingual Department teachers shall obtain a bilingual or ESL endorsement.

In the event that an appropriate certified teacher is not available for a bilingual department position either from reappointment from layoff, or from the pool of new hire candidates for a bilingual department assignment, an agreement between the union member and designee of Dearborn Public Schools shall be signed and filed with Human Resources in the teacher's personnel file. The agreement defines the following conditions of employment:

1. In the first year, the teacher will obtain a required minimum of three (3) credit hours toward a bilingual or ESL endorsement prior to the start of the next consecutive work year from an accredited university.
2. During each of the second, third and fourth year, the teacher will obtain a recommended minimum of six (6) credit hours toward a bilingual or ESL endorsement prior to the start of the next consecutive work year from an accredited university.
3. The teacher will earn a bilingual or ESL endorsement from an accredited university no later than the beginning of their fifth year of teaching.
4. The teacher must earn an ESL or bilingual endorsement from an accredited university based on the above schedule.

These conditions will be reviewed annually to verify compliance prior to the start of any given work year. If the above conditions are not met and the teacher remains assigned in a bilingual

department position, the teacher's employment with the Dearborn Public Schools will be terminated if they are probationary or surplusd from the department in accordance with Board policy if tenured.

Unit members that are required to fulfill Article VIII Section D1 who are laid off and recalled into a non-EL position are not required to fulfill the terms of Article VIII Section D1. If the unit member returns to the EL department they shall be required to fulfill the terms of Article VIII Section D1.

E. Media Department Teachers

In the event that an appropriate certified teacher is not available for a media specialist department position either from reappointment from layoff, or from the pool of new hire candidates for a media specialist department assignment, an agreement between the unit member and designee of Dearborn Public Schools shall be signed and filed with Human Resources in the teacher's personnel file. The agreement defines the following conditions of employment:

1. Starting from the date of hire- For years 1, 2 and 3, the teacher must obtain a required minimum of (9) credit hours each year towards attainment of a certification in Library Science from an accredited university.
2. The teacher will earn a certification in Library Science from an accredited university, and pass the MTCC state exam, no later than the end of their fifth year of teaching in a Media

Specialist position.

These conditions will be reviewed annually by the Director of Media & Informational Technology to verify compliance prior to the start of any given work year. If the above conditions are not met and the teacher remains assigned in a media specialist position, the teacher's employment with the Dearborn Public Schools will be terminated if they are probationary or surplus from the department in accordance with Board policy if tenured.

The continued employment of a teacher without a certification in a media specialist department position will not supersede other employment conditions set forth in this collective bargaining agreement.

The Board and DFT agree to provide the opportunity for newly hired or placed teachers to sign an official agreement, upon hiring or placement, which states the teacher will earn a Library Science certification by the end of the fifth year of employment in a Media Specialist position.

The purpose of this agreement is to support the recruitment of Highly Qualified Media Specialists. The District has had a Media Specialist vacancy for three years and universities are eliminating the program, which has resulted in a Media Specialist shortage.

F. Departmental Teacher

1. Art, Music and Physical Education departments will cover grades K-12.

However, teachers at Dearborn, Edsel Ford, and Fordson High Schools will be the exception as those teachers will be part of the building staff in Art, Music and PE positions.

2. The Special Education and English Learner Departments will include all schools in grades K-12.
3. The District Instructional Coaches and Early Childhood Specialists Department includes grades K-5.

Article IX – Grievance Procedure

ARTICLE IX - GRIEVANCE PROCEDURE

A. Definition of Grievance

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

Said grievance shall be in writing specifying the provision(s) of the contract upon which the grievant(s) is relying.

B. Statement of Basic Principles

1. The Union shall have the right to present grievances in accordance with these procedures.
2. All discussions shall be kept confidential during procedural stages of the resolution of a grievance.
3. A unit member who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
4. The failure of an administrator at any level to communicate a decision to the Union within the proper time limits shall permit the Union to proceed to the next stage within the time allowed had the decision been rendered on time.

5. The failure of the Union to appeal a decision to the next higher stage within the proper time limits shall constitute acceptance of the last written decision and shall bar future action on that particular grievance, unless a written waiver of time has been granted.
6. The Union has the right to have representative(s) present at all stages of any grievance.
7. The denial of tenure, or action brought against a teacher under the Tenure Act shall not be considered as falling within the province of the grievance procedure.
8. Should the matter remain unresolved, the grievance shall proceed pursuant to the procedure prescribed in the "Formal Stages" of this article.
9. All formal grievances at all stages shall be submitted directly in writing to the Director of Human Resources. The Director of Human Resources will affix a time stamp promptly which will serve to activate the grievance officially. The Director of Human Resources will disseminate copies to all parties involved and will serve as a clearing house for all steps in the grievance process. The Director of Human Resources will discuss with the President of the Union or designee any inadequacies or deficiencies in the filing of the grievance.

C. Grievance Procedures

1. PRELIMINARY STAGE

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

2. FORMAL STAGES

Director of Human Resources

- a. All grievance(s) shall be recorded on the special grievance form hereinafter set forth. A copy of each grievance must be submitted to the office of the Union. Said grievance shall specify the contract provisions which are alleged to have been violated and the remedy sought, signed by the President of the Union or designee, addressed to the administrator(s) being grieved against, and the white copy forwarded to the Director of Human Resources within fifteen (15) teacher working days of when a reasonably diligent person should have discovered the grievance.

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

Superintendent (or Superintendent's Designee)

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

Board of Education Stage

- a. If the Union is dissatisfied with the decision of the Superintendent or designee, the matter may be referred to the Board through the Director of Human Resources within five (5) working days after the receipt of the

decision of the Superintendent or designee, unless a written waiver of time has been granted.

- b. The Director of Human Resources shall submit a copy of the grievance and all previous decisions to the President of the Board.
- c. The aggrieved shall have the right to a conference with the Board.
- d. Within thirty (30) working days of the receipt of the grievance, the Board shall meet to arrive at a decision which shall be final unless changed as set forth in subsection e below. Such decision shall be communicated to the Union in writing through the Director of Human Resources within five (5) working days. In the event that the decision of the Board is favorable to the grievant, the remedy awarded will be implemented within twenty (20) working days, unless in the mutual opinion of the Administration and the Union an extension of this time limit is warranted by the particular circumstances.

Arbitration

- a. If the Union is dissatisfied with the decision of the Board of Education Stage, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Superintendent and the American

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

The arbitrator's award shall be final and binding on the Board and the Union and any unit members involved.

D. Grievance Forms

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

P-12 GRIEVANCE FORM

DEARBORN FEDERATION OF TEACHERS

LOCAL NO. 681 A.F.T. (AFL-CIO)

Date submitted

To: (Name & Position of Administrator to Whom the Grievance is Directed)

From: (Person(s) and School(s) Submitting Grievances)

Re: (Contract Provision(s) Invoked)

STATEMENT OF GRIEVANCE:

REMEDY:

Signature

*A copy of each grievance must be submitted to the office of the Union.

Article X – Probationary Teachers

ARTICLE X - PROBATIONARY TEACHERS

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

Such reason(s) shall be based upon observation and/or other relevant considerations. In addition, the Administration shall provide, at the request of the affected teacher, for a conference with the Director of Human Resources.

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

C. The principal will offer constructive comments in writing regarding any weaknesses observed.

D. Any teacher on probation may request an observation.

E. When circumstances arise, such as extended ill health that would require a tenure teacher to take a personal leave, the Administration may require the probationary teacher to submit a letter of resignation.

F. No probationary teacher shall be extended rights and/or privileges not granted a tenure teacher.

Article XI – Adult Education, Bilingual Enrichment Programs and any other Program that Requires Teacher Certification and Highly Qualified Teaching Credentials

ARTICLE XI – ADULT EDUCATION, BILINGUAL ENRICHMENT

PROGRAMS AND ANY OTHER PROGRAM THAT REQUIRES

TEACHER CERTIFICATION AND HIGHLY QUALIFIED TEACHING

CREDENTIALS (excluding summer school positions as there is specific policy on summer school placement)

A. The placement of Teachers in Adult Education, Bilingual Enrichment, Summer School or any other program that requires teacher certification is a prohibited subject of bargaining and subject to Board policy. The information provided regarding placement of teachers into these positions is being placed in the contract for informational purposes only. All placement decisions are subject to change pending the adoption of revised or new policy by the Dearborn Board of Education and/or changes in state law.

B. All faculty will have the right to apply for Adult Education, Bilingual Enrichment Programs and any other program that requires teacher certification and Highly Qualified Teaching credentials.

The positions will first be posted within the building for at least three (3) days and the Principal or Departmental Administrator will make decisions on filling those placements based on the educational interests of the building in alignment with the below listed placement criteria. Teachers that are rated ineffective will have no right to participate in the above listed positions. Positions that are not filled by building or department faculty

will then be posted district wide for at least five (5) days. The Principal or Departmental Administrator will make decisions on filling those placements based on the educational interests of the building in alignment with the above listed placement criteria that can be found in these administrative guidelines.

C. The Board of Education recognizes that it is vital to the successful operation of summer school that positions created by the Board be filled with highly-qualified and competent personnel.

D. Application for summer school teaching positions shall be made to the Department of Human Resources on forms provided. Applications will be accepted and confirmed according to instructional level: high school, middle school, elementary school and preschool.

E. Teachers on Plan 3 of the Dearborn Public Schools Teacher Evaluation Program shall not be eligible for employment in summer school. Teachers rated as Ineffective or Minimally Effective shall not be eligible for employment in summer school based on the most recent year-end evaluation.

If there are more teacher applicants who meet the state and federal Highly Qualified Teacher standards than there are available positions, selection shall be based on the following, in rank order, starting with 1:

1. Attendance during the past summer school program in which the teacher taught.

2. Attendance during the past regular school year.
3. Success in raising student achievement as measured by achievement and student growth measurements.
4. Ability and skill in classroom management based on the most recently completed year-end evaluation.
5. Attendance at District professional development.
6. The Final Tie Breaker will be seniority.

Any teacher that applies for a position but is not offered a spot in the summer program will have the right to request the reason(s) why they were not offered a position. The Executive Director coordinating the program will respond with the specific reason(s) in writing.

Article XII – Leaves

ARTICLE XII- LEAVES

- A. A leave is a Board approved absence without pay (except for Sabbatical) granted to unit members with provisions for certain rights and responsibilities before, during, and following such absences.
- B. In order for a leave request to be given consideration, it must be submitted to the Department of Human Resources in writing, and within prescribed time limits if applicable for the type of leave requested.
- C. A leave may be rescinded or terminated before the normal expiration date by mutual agreement between the unit members and the Board.
- D. Except as specifically provided, no payment of any kind will be made to or for any unit member while on a leave covered by this contract except that upon request to the Department of Human Resources, a unit member on Advanced Study Leave, Childcare Leave or Personal Leave - Other (page 22, 2c, line 45 and 2e, line 47) can work as a substitute teacher in the District and receive pay as a substitute teacher.
- E. Leaves will be classified as Professional, Personal, or Civic as follows:
 - 1. Professional
 - a. Advanced Study
 - b. Sabbatical
 - c. Exchange Teaching/Assignment
 - d. Foreign Teaching/Assignment
 - e. Military School Teaching/Assignment

2. Personal

- a. Extended Health
- b. Care of Immediate Family
- c. Child Care
- d. Involuntary Health
- e. Other

3. Civic

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

F. Professional Leaves

1. General Provisions

- a. A unit member returning from a Professional Leave will be placed in a teaching position according to Board of Education policy.
- b. Upon return from Professional Leave during which the conditions of such leave have been fulfilled, a unit member shall receive any regularly scheduled salary increases granted employees in service, including, and

shall also be subject to any general salary adjustments which may be effected.

- c. Request for extension of leave of absence must be made in writing by The employee is required to notify HR in writing by April 15th of each year of their intentions for the upcoming school year (returning from leave, extending leave, or retirement/resignation). All extensions shall be limited to a one-year renewal. If a unit member is granted an extension beyond one (1) year, upon return the unit member shall be assigned a position for which the unit member is qualified and in accordance with Board of Education policy. Failure to request extension within the time limit prescribed may constitute termination of leave. Failure to request extension or submit intention to return may constitute termination of employment, subject to the provisions of the State Tenure Act.
- d. Accrued benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of such leave.
- e. A unit member who has been on a Professional Leave shall not be eligible for another Professional Leave for a three-year period after return.

- f. Application for Professional Leave shall be filed in the Department of Human Resources no later than April 15th or December 1st preceding the semester that the leave shall become effective. The process of the formulation of the recommendation by the Superintendent and deliberation and determination by the Board will be accomplished within thirty (30) days after the expiration of these respective deadlines.
- g. Notices received relative to opportunities for professional leaves shall be made available to unit members by the administration.

2. Advanced Study Leave

- a. Any non-probationary unit member with a minimum of three (3) years of active service in the Dearborn School System may be granted a leave of absence without pay for advanced study for a period not to exceed one year, upon the recommendation of the Superintendent. Any extension of time shall be made only by special action of the Board upon the recommendation of the Superintendent.
- b. Upon return from Advanced Study Leave, the unit member shall submit an appropriate report to the Superintendent. If an abuse of the leave's purpose is apparent, it will be treated as a personal leave with no increment accruing.

- c. A unit member who has been on an advanced study leave shall not be eligible for another professional leave for a three (3) year period.

3. Sabbatical Leave

- a. Sabbatical Leave shall be interpreted as leave from active duty granted to any unit member after seven years of active service in Dearborn for the purpose of improving instruction in the Dearborn Schools. (Military Leaves or Peace Corps/Vista Leaves shall be counted as active service.) Sabbatical Leave may be granted for one year or for one semester as may be recommended by the Superintendent and approved by the Board.
- b. Leave granted for professional study, for work on publications, for travel, or for travel combined with study, or for any other reasons which, in the opinion of the Superintendent, will improve instruction in the Dearborn Public Schools or will improve the efficiency of the unit member, shall be considered consistent with the purposes of sabbatical leave.
- c. Remuneration to unit members granted such leave shall be at the rate of one-half the salary to be received at the time leave begins and not to exceed one year.
- d. Not more than two percent of all unit members may be granted sabbatical

leave in any one year.

- e. In determining recommendations on requests for sabbatical leaves the Superintendent will consider the following items:

The extent of the applicant's professional study, growth, contribution, and successful service during the preceding seven years.

The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

Length of period of active service in the Dearborn Schools.

Reasonable and equitable distribution of applicants among the different levels and departments in the system.

Order in which applications are received. Denial of request for sabbatical leave may include a written explanation from the Superintendent or designee, if requested in writing by the applicant.

- f. Upon return from sabbatical leave, the unit members shall submit an appropriate report to the Superintendent. If an abuse of the leave is

apparent, the Board may institute proceedings to recover an appropriate amount of the monies paid while on sabbatical.

- g.** A unit member, upon completion of a sabbatical leave, shall return to the Dearborn Public Schools for a period of one school year.
- h.** A unit member not returning to the Dearborn Public Schools for the period of one school year upon completion of sabbatical leave shall, except in the event of death, reimburse the Board for all monies received from it and the cost of all insurance benefits provided by it.
- i.** A unit member who has been on a sabbatical leave shall not be eligible for another professional leave for a three (3) year period.

4. Exchange Teaching Leave

- a.** Any such request shall be judged by the Superintendent upon its merits, namely, what benefits may be derived through such an assignment.
- b.** After having served five years in the Dearborn School System, leave for exchange teaching and/or assignment may be granted for a period of one year, subject to a request of renewal of one year only, provided that

renewal is requested by the individual and the U.S. Office of Education and that appropriate arrangements are made through the U.S. Office of Education. Such a leave may not be repeated until the expiration of another three-year period.

- c. Not more than one percent of all teachers may be granted leave in any one year.
- d. The plans as formulated by the Office of the United States Commissioner of Education, in which each exchange teacher remains under control of the home district in the matter of pay, tenure, and other related considerations, shall be in full effect in the Dearborn Public Schools.
- e. Opportunities for exchange teaching and/or assignment positions shall be advertised in the staff newsletter.

5. Foreign Country or Military School Teaching Leave

- a. Any request shall be judged by the Superintendent upon its merits, namely, what benefits may be derived through such an assignment.
- b. After having served three years in the Dearborn School System, leave for

foreign, or military teaching and/or assignment may be granted for one year and subject to renewal by the Board for an additional year, maximum of two years only, and not repeated until the expiration of another three-year period after returning to the Dearborn School System.

- c. Not more than one percent of all teachers may be granted leave in any one year.

G. Personal Leaves

1. General Provisions

- a. Personal Leaves may be granted to non-probationary unit members upon request subject to the approval of the Superintendent and the Board.
- b. Requests for Personal Leave should be submitted in writing to the Human Resources Department accompanied by appropriate documentation as indicated by the specific type of Personal Leave.
- c. A unit member absent on Personal Leave shall receive any regularly scheduled salary adjustments affected during the absence, excluding increments.

- d.** Request for extension of Personal Leave or notice of intention to return must be made in writing to the Human Resources Office at least ninety (90) days prior to the end of the final semester of the leave unless circumstances clearly preclude opportunity for such notice. All leave extensions shall be limited to a total of three, one-year renewals. After three renewals, the unit member must return to work or resign. Failure to notify the Human Resources office in writing of intent to return or resign 90 days prior to the end of the final semester of the leave shall constitute an irrevocable voluntary resignation subject to the provisions of the State Tenure Act. To be considered eligible for an additional leave, a unit member must work one school year.
- e.** In the event that a declining enrollment combined with the effect of seniority results in a surplus status of the unit member returning from leave, the involuntary transfer provisions will take precedence.
- f.** Return from Personal Leave shall be at the beginning of a school year or semester, unless other arrangements can be made to the mutual satisfaction of the unit member and the administration.
- g.** Upon return from Personal Leave of one year or less, the unit member shall be assigned to the same building, grade level, and department, to the extent that these are applicable to the unit member's former assignment

unless other arrangements are agreed upon by the unit member and the Administration, provided such arrangements are not in conflict with other provisions of the contract. Return from Personal Leaves of more than one year shall be to a position in the teaching areas of certification.

- h.** Accrued benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accrued leave days may not be granted during the term of such leave.

2. Extended Health Leave

- a.** Leave may be granted based on mental or physical illness of a non-probationary unit member. Such leave may be granted only if the unit member's sick leave has been expended.
- b.** Request for Extended Health Leave shall be accompanied by a written statement from the attending physician indicating basis for leave request. Only those statements signed by medical or osteopathic doctors shall be honored.
- c.** The Board agrees to extend Health Care Benefit cash payment privileges

for the period of the leave to those unit members who have received an Extended Health Leave. The unit member must make the monthly payment to the Board in advance of the due date or shall forfeit all rights under this provision.

- d. Requests to return from Extended Health Leave must be accompanied by a written statement from the attending physician stating the unit member's fitness to return to employment. Only those statements signed by a medical or an osteopathic doctor shall be honored. All leave extensions shall be limited to a total of three, one-year renewals. After three renewals, the unit member must return to work or resign. Failure to notify the Human Resources office in writing of intent to return or resign 90 days prior to the end of the final semester of the leave shall constitute an irrevocable voluntary resignation subject to the provisions of the State Tenure Act. To be considered eligible for an additional leave, a unit member must work one school year.

3. Care of Family Leave

- a. Leave may be granted to non-probationary unit members to care for ill members of the immediate family. The immediate family shall be construed to include: husband, wife, children, father, mother, brother,

sister, grandparents, aunt, uncle, close relative-in-law, or close associate.

- b.** Request for Care of Family Leave shall be accompanied by sufficient proof of necessity for leave, including a statement from the attending physician. All leave extensions shall be limited to a total of three, one-year renewals. After three renewals, the unit member must return to work or resign. Failure to notify the Human Resources office in writing of intent to return or resign 90 days prior to the end of the final semester of the leave shall constitute an irrevocable voluntary resignation subject to the provisions of the State Tenure Act. To be considered eligible for an additional leave, a unit member must work one school year.

4. Child Care Leave

- a.** A non-probationary unit member who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Child Care Leave.
- b.** Request for Child Care Leave shall be submitted in writing to the Human Resources Office ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
- c.** Child Care Leave, when granted, initially shall be for whatever portion

remains of the school year in which leave begins, or for the entirety of the school year in which leave begins. All leave extensions shall be limited to a total of three, one-year renewals. After three renewals, the unit member must return to work or resign. Failure to notify the Human Resources office in writing of intent to return or resign 90 days prior to the end of the final semester of the leave shall constitute an irrevocable voluntary resignation subject to the provisions of the State Tenure Act. To be considered eligible for an additional leave, a unit member must work one school year.

- d. Return from Child Care Leave, other provisions of this contract notwithstanding, will be to a comparable position in the Dearborn Public Schools not later than three (3) years from the end of the school year in which leave began.
- e. A return from Child Care Leave prior to the expiration of the leave shall occur only with the consent of the unit member and with the approval of the Superintendent of Schools.

5. Involuntary Health Leave

A unit member may be requested to take Involuntary Health 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/her position in a competent professional manner.

- a. Upon the recommendation of the Superintendent, a unit member may be required to take a physical or mental examination at Board's expense.
- b. When the examination is received, reviewed and evaluated, the unit member may request that an examination by three physicians be required; one physician shall be selected by the unit member, one selected by the Board, and a third one shall be mutually agreed upon by both parties.
- c. Based upon the results of the examination(s), the Superintendent shall submit a recommendation for action, if any, to the Board for final determination.
- d. The written request may be made by the Superintendent as often as is deemed essential to the physical or mental welfare of the individual unit member involved.
- e. A unit member requesting return from Involuntary Health Leave

may return only upon the recommendation of the Superintendent following a reexamination according to the procedures outlined in Item a or Item b, and by approval of the Board within the provisions of the State Tenure Act.

- f.** Reinstatement will occur no later than the beginning of the semester following the approval of the Superintendent's recommendation.
- g.** No increment credit for such leave shall be allowed in the salary schedule.
- h.** Payment for accumulated sick leave days may be granted only at the direction of the Superintendent.

6. Other Leaves of Absence

Requests for Personal Leaves not specifically referred to in this contract will be forwarded to the Department of Human Resources for consideration. It is understood that any denial of any such request for a leave of absence not specifically referred to in this contract is not subject to the grievance procedure. All leave extensions shall be limited to a total

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

H. Civic Leaves

1. Military and Peace Corps/Vista Leaves

- a.** Any unit member who may enlist or be conscripted into the defense forces of the United States for military service or training or into the Peace Corps/Vista shall be reinstated as an employee in the Dearborn School System with full credit including the annual increment(s) under the salary schedule.
- b.** A non-probationary unit member shall return to the specific school left and to the specific department, if applicable, or to the appropriate elementary level. If the position has been discontinued by Board action, the unit member shall be assigned to a comparable position at the start of the next semester following the unit member's return.

- c. When a unit member must take temporary Military Leave which cannot be taken during the summer (not to exceed ten (10) school days) during the school year, the Board shall compensate the unit member involved for the difference between the pay for the period of service and the military pay for the weekdays of military service during the school year, and shall provide a substitute for the position.
- d. Request for return from leave must be made ninety (90) days prior to the end of the final semester of leave.
- e. Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the unit member's military obligation. However, a request for extension of leave may be made subject to provision of Item d above.
- f. Accrued benefits are carried forward from the effective date of leave of absence and are credited upon return to employment at the termination of the leave. Payment for accrued leave days may not be granted during the term of such leave.

2. Governmental Service or Educational Organization Leave

- a. Upon approval of the Board a non-probationary unit member shall be allowed to serve the term of office to which elected, re-elected, appointed,

or reappointed at any level of government or to a position with a recognized educational organization at the state or national level, provided such position is full-time. The unit member shall notify the Board, upon being selected for such office and in no case will the unit member take leave of the position unless at least fifteen (15) working days will have been provided to locate a replacement. All extensions shall be subject to annual renewals. After three renewals, the unit member must return to work or resign. Failure to notify the Human Resources office in writing of intent to return or resign 90 days prior to the end of the final semester of the leave shall constitute an irrevocable voluntary resignation subject to the provisions of the State Tenure Act. To be considered eligible for an additional leave, a unit member must work one school year.

- b.** Notification of the unit member's return from such leave shall be made in writing to the Department of Human Resources no later than ninety (90) days prior to the end of the final semester of leave.
- c.** A unit member on such leave shall return to a comparable position in the Dearborn School System at the beginning of the semester following notification.
- d.** A unit member on such leave shall receive no pay from the Board.

- e. A unit member returning from such leave after a period of less than one year shall be placed on the salary step which would have been attained if leave had not been taken.
- f. A unit member returning from such leave after a period of one year or more shall be placed one salary step above the one for which the unit member was eligible when leave was taken.
- g. Not more than one percent of all unit members shall be on such leave at any one time.
- h. Accrued benefits are carried forward from the effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accrued leave days may not be granted during the term of leave