



Happy New Year!
Let's hope that 2022 treats us
better than 2021!

Negotiation Training

On Saturday February 5th from 9-3 AFT- MI will be offering professional development in contract negotiations. This session will be negotiations 101, and follow up, negotiations 201, will be offered on Saturday April 9th, same time. A sign up form will be sent out to all DFT681 members, please sign up if interested!

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!

School Finances

School Finances will be explained and discussed by Michigan State professor Dr. Arsen on Thursday 1- 27-22 at 7:30 pm, this is a zoom presentation.



DFT 681 PRESENTS

Decoding Michigan School Budgets

Attention dft681 Dues Paying Members: Learn how Michigan schools are funded, take a deep-dive into the district budget and strengthen our bargaining power for upcoming negotiations.

First Training: Michigan School Finance Overview with Dr. Arsen, MSU Professor of Ed Policy and Ed Administration



Thursday, January 27th @ 7pm
JOIN US VIA ZOOM by visiting:
<https://bit.ly/DFTschoolfinance>

**Zoom will open at 6:45pm*

February General Membership Meeting

The General Membership Meeting on February 22, 2022 has been moved to February 15, 2022.



Contract Collaborations

Starting at the January General Membership meeting, Tuesday 1- 25-22, the DFT681 Contract Campaign Committee will be meeting before and after the General membership meeting to discuss articles in the current contract. We will meet from 4:00-4:30, then immediately following the General Membership meeting for members to give input and suggestions on the current articles. In January we will be discussing Articles 1- 6 (I-VI). Please see the attached articles in the following pages of the Greensheet.

Article I - RECOGNITION

ARTICLE I - RECOGNITION

A. The Board recognizes the Union as the exclusive bargaining representative for all personnel in the bargaining unit described as follows:

1. For the purposes of this agreement, the phrase "unit member" refers to a member of the bargaining unit.
2. All full-time and part-time probationary and tenure contract teachers, nurses, and all educational workers on the teachers' salary schedule, all of whom are hereinafter referred to as "unit member" or "unit members," excluding the following: Superintendent, Directors, Coordinators and any other persons bearing the title of Assistants of any of the above, all Principals and Assistant Principals.
3. A unit member who is appointed by the Superintendent to a temporary administrative position (including administrative internships, not to exceed four (4) in number at any one time and a training period not to exceed one school year per intern) will also be excluded during the time such temporary appointment is in effect. The Union will be notified promptly of any such temporary administrative appointment.
4. Any other employee in a full-time administrative position and on a salary schedule other than that for teachers and nurses is also excluded from the

bargaining unit.

5. This agreement applies only to employees in the bargaining unit.

B. The Board and the Union agree to follow all federal and State of Michigan laws with respect to education, individuals with disabilities and employment including but not limited to F.M.L.A. P.E.R.A. and all E.E.O.C. laws.

C. The Union and the Board recognize the existence of the principles of affirmative action; however, the Union and/or the Board reserve the right to challenge any proposed state or federal Affirmative Action program which in their opinion violates the applicable legislation, the collective bargaining agreement, and/or valid practices and policies of the Union or the Board.

D. The Board shall make available to the Union upon its request such statistics and financial information, related to the Dearborn Schools and in the possession of the Board but not readily available to the Union from other sources, as are necessary for negotiation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics not already available, but the Union shall have the right to examine such records and files as may be necessary to provide the necessary information. However, whenever examination of records and files is required to compile information and statistics as requested by the Union, such examination shall be accomplished by a workforce consisting of an equal

number of Board and Union representatives. Such examination shall be accomplished at a reasonable time upon reasonable notice.

E. Present procedures and practices which affect unit members but which are not covered in this agreement will not be changed unless the Union or the affected unit members are consulted. Consultation requires that, before a decision is reached, a discussion take place, at which time the problem is explained and input of a substantive nature is invited. However, the employer is not barred from previous consideration of alternative solutions or from placing relative values upon them. In addition, the Union or the affected unit member(s) will be entitled to raise other possible solutions and/or ask critical questions that might not have been previously considered. Only after such a mutual review of the problem should a definitive decision be made. For purposes of clarification and/or future reference, and upon request of the Union, the appropriate administrator will provide the Union and the Director of Human Resources' Office with a statement of the practice or procedure involved, the change that is instituted, and a statement of the reasons for the change.

Article II – BOARD OF EDUCATION RIGHTS

ARTICLE II - BOARD OF EDUCATION RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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.

B. 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.

C. Such rights shall include by way of illustration and not by way of limitation the Board's right to: the Executive and Administrative management of the school system, its employees, its properties and its facilities; the hiring of all unit members and to determine the qualifications and conditions of their continued employment, including the right to evaluate, demote, dismiss, transfer, or layoff unit members, limited only by the laws of the State of Michigan and the specific provisions of this Agreement; establish grade levels, marking systems, hours, courses in instruction, and special programs of a

curricular and extracurricular nature, all as deemed necessary or advisable by the Board; implement means and methods of instruction; determine class schedules, teacher duties, assignments and professional responsibilities; adopt, revise and enforce personnel policies and operational procedures so long as such policies and procedures do not conflict with the specific provisions of this Agreement. All matters contained in this Agreement and/or exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

Article III – UNION SECURITY

If “Right-To-Work” legislature is repealed, the following union security language is immediately in effect.

A. The Employer and the Union agree that the Union’s duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members or agree to pay a service fee in an amount determined by the Union. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This section describes the process used to accomplish these goals. This agreement is made to reflect the parties’ mutual goals of labor peace and bargaining unit continuity which both parties acknowledge to be valuable to each of them.

1. Promptly after approval of their hiring, the Union will be notified of the name(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. The Union will present the notice attached as exhibit one to such person. The employee will have fourteen (14) calendar days to decide whether to become a Union member or pay a service fee.
2. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member or approve deduction of a service fee

("the Non- Payer"). The employer will deduct dues or service fees from paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. The form for deduction will be either the Voluntary Authorization for Deduction of Dues or the Payroll Withholding Authorization.

3. The Union will certify the membership dues or service fee and submit same to the Payroll department for the months of September through June.
4. Payroll deductions shall be made on a bi-weekly basis, for a total of twenty (20) pays.
5. All sums deducted by the Employer shall be remitted to the financial officer of the Union within ten (10) days of each bi-weekly deduction in the months in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.
6. Changes in the amount of the monthly Union dues or service fee also must be delivered to the Employer at least fifteen (15) calendar days prior to the last payday of the calendar month on which the charge is to become effective.
7. A Bargaining Unit member may revoke the Voluntary Authorization for Deduction of Dues or the Payroll/Withholding Authorization for deduction of

Union dues or service fee from 8/1 through 8/21 by written notification to the Employer on a form provided by the Employer, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Employer from 8/1 through 8/21 inclusive, or else deductions will continue. If the Bargaining Unit member exercises his/her right to terminate payroll deductions, he/she will then be responsible for paying either dues or service fees directly to the Union in such a manner, and on such a schedule, as the Union may approve.

- a. The parties acknowledge that involuntary deduction of the service fee is a sanction that is less harmful to education continuity than discharge.
- b. Notwithstanding the same, in the event that Section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have exhausted (or the time to appeal has expired), then the parties shall utilize the process which follows:
 - i. The Union notifies the employee by letter, explaining that he or she is delinquent in not tendering either Union dues or service fees, and specifying the current amount of such delinquency, and warning him or her that unless such dues or service fees or a properly executed Payroll Withholding Authorization are tendered within thirty (30) calendar days of such notice, he or she will be

reported to the Board for termination. The effective date for termination of employment of any employee who fails to comply with this agreement shall be the end of the school year in which the employee's failure to comply occurs.

- ii. The Union will furnish the Board with a copy of the letter sent to the employee and notice that he or she has not complied with the Union's request. When requesting the Board to terminate the employee, the Union shall further specify the following by written notice:

- 1.) The Union certifies that (Name) _____ has failed to tender either the required Union dues or service fees required as a condition of continued employment under this collective bargaining agreement and demands that, under the terms of this agreement, the Board shall terminate this employee.

- iii. The Board agrees that within five (5) days of receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his or her services shall be terminated at the end of the current school year, and the Board further agrees that, at the next meeting of the Board after receipt of the said notice, the

Board shall, at its option, either adopt a resolution terminating the employment of the employee effective at the end of the current school year, or adopt a resolution initiating Tenure Act proceedings directed toward termination of the employment of the employee effective at the end of the current school year. The Board further agrees that after it has received the said notice it will not accept a Payroll Withholding Authorization from such employee without the consent of the Union.

- iv. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they either join the Union or pay or arrange for payment of a service fee.

- 8. The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.
- 9. This agreement may be enforced via the grievance procedure or, at the Union's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.

10. Fees shall not be deducted during the pendency of any Objection that any Non-Payer may have properly initiated under the Union's Process for Resolution of Objections; it may be invoked fourteen (14) days after the conclusion or termination of the process for resolution of an Objection.
11. The Union will provide the Employer a copy of its Process for Resolution of Objections, and any changes to the Process.
12. The Union shall defend, (including the negotiation of any voluntary settlement), indemnify and hold harmless the Dearborn Board of Education, its members and its employees from claims made with regard to this agreement provided that the Union shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the Union's expense and provided further that the Dearborn Board of Education shall cooperate in the defense or resolution of the claim.
13. The employer and the union will bargain with regard to the wage scale in this agreement in the event that the Dearborn Public Schools are sanctioned for approving a union security agreement prior to March 26, 2013. This right shall arise only if the District has suffered a significant economic loss as the result of economic retaliation by the legislature and governor against employers which

approve union security contracts after December 27, 2012 and prior to the effective date of 2012 PA 349.

14. The Employer agrees that it will not, during the life of this agreement, deduct dues or service fees from unit members for any organization other than the Union.

Exhibit one

Notice to New Hire

Welcome to our Union!

We invite you to join the Dearborn Federation of Teachers Local 681. As a Federation member, you will have the opportunity to work with your colleagues on questions important to employees of the Dearborn Public Schools. You will receive local union notices as well as newsletters of the American Federation of Teachers and the state organization, AFT Michigan. You will have a vote on all Union issues, including our contract. Being a Union member is a significant right. However, you are not required to join the Union.

The law requires us to notify you that:

1. You have the right to become a member of the organization or refrain from becoming a member of the Union without fear of reprisal by either the Union or the Dearborn Public Schools.

2. An employee represented by the Union who chooses not to become a member of the union or who after joining the union decides to resign is subject to the Union Security Clause (the “Clause”) of the collective bargaining agreement between the Union and the Dearborn Public Schools. The Clause requires an employee who does not join the union to pay an agency fee, also called a service or representation fee.
3. The agency fee is limited to that portion of union dues the Union expends on matters related to or that impact collective bargaining, contract administration and enforcement.
4. A non-member must arrange for either payroll deduction (unless the collective bargaining agreement permits payroll deduction without the non-member’s consent), direct payment of the agency fee or auto deduction of the fee from a bank account or credit card or advance, direct, payment of the fee. Failure to pay the fee will result in the non-member’s discharge from employment. (See Article III of the DFT contract.)
5. A non-member may object to the amount of the service fee. To object, the non-member must present a written objection to the Union’s treasurer or designee. The objection must be presented within a defined window period of twenty-eight (28) days. The failure to present an objection waives the right to do so.

6. An objector will be given a full explanation of the basis for the service fee. The explanation will include a detailed list of chargeable and non-chargeable expenditures and a report of an independent auditor showing the Union's expenditures from the most recent prior fiscal year.
7. The following are examples of expenditures that are chargeable to a non-member:
 - a. Expenses related to or that impact collective bargaining, contract administration and enforcement;
 - b. Expenses related to the administration and enforcement of agreements, practices and working conditions, including grievance handling and arbitration. Also included are expenses related to communications with employees in the bargaining unit or with employer representatives regarding wages, hours or working conditions;
 - c. Expenses related to normal union internal governance and management expenses;
 - d. Expenses related to social activities and union business meetings;

- e. Expenses related to union publications to the extent coverage is related to chargeable activities;
 - f. Expenses related to litigation before the courts and administrative agencies related to contract administration, collective bargaining rights and internal governance;
 - g. Expenses related to legislative, executive branch and administrative agency representation on legislative and regulatory matters related to contract ratification or the implementation of contracts;
 - h. Expenses related to the education of and training of members, officers, and staff intended to prepare the participants to better perform chargeable activities;
 - i. A proportional share of all overhead and administrative expenses.
8. The following are examples of expenditures which are not chargeable to non-members:
- a. Expenses related to community service activities of the Union;
 - b. Expenses related to legislative activity not involving contract ratification or the implementation of contracts:

- c. The non-chargeable portion of AFT and AFT Michigan per capita. The AFT and AFT Michigan send an annual notice to locals of what percentage of per capita is non- chargeable:
 - d. Expenses related to the cost of affiliating with organizations other than the AFT and AFT Michigan;
 - e. Expenses related to the direct support of political candidates, PAC expenditures and contributions to ballot questions.
9. A fee payer who disagrees with the Union's characterization of chargeable and non-chargeable expenditures or calculation of the expenditures in any category may challenge the Union's determination by submitting a written challenge to the President or Treasurer of the Union during the defined window period. This right to challenge the fee determination must be filed no later than twenty-eight (28) days following receipt of the notice of the amount of the fee.
10. A timely filed challenge to the union's determination of chargeable and non-chargeable expenses will be resolved by an impartial determination process culminating in arbitration. All challenges will be consolidated to the extent practicable and be heard as soon as possible. The presentation to the arbitrator will be either in writing or at a hearing if requested by any objector(s). If a

hearing is held, any objector who does not wish to attend may submit his or her views in writing by the date of the hearing. If a hearing is not held, the arbitrator will set a date by which all written submissions will be received and will decide the case based on the records submitted. The Union will bear the burden of justifying its calculations.

11. Any cost for arbitrator's services and the cost of any proceedings before the arbitrator will be borne by the Union. Individually incurred costs will be borne by the party incurring them.
12. While the objection is pending, the Union's Treasurer will hold, in an escrow account, that portion of the fees that are reasonably in dispute. In the event that the arbitrator determines that the objector is entitled to a greater reduction in fees than calculated by the Union, an additional check will be issued at the close of the objection procedure for the balance of the reduction in fees, as determined by the arbitrator.

Article IV – APPOINTMENT OF NEW TEACHERS

ARTICLE IV - APPOINTMENT OF NEW TEACHERS

A. All teachers shall be properly certificated, licensed or approved as required by law and shall be subject to the state Teacher Tenure Act. The parties agree that it is educationally desirable for all newly hired teachers to have the minimum of a BA Degree.

B. Information regarding certification, majors and minors, endorsements, and licensing of newly appointed teachers shall be sent to the Union office within a reasonable period of time.

Article V – COMMITTEES

ARTICLE V - COMMITTEES

A. All system wide committees in the Dearborn School System will be authorized by the Superintendent of Schools. System wide committees include, but are not limited to, curriculum committees, DSEHP Wellness committee, Teacher Evaluation committee, Assessment committee, Parent Teacher Home Visit (PTHV), and Professional Development committees.

B. Curriculum development is the responsibility of all teachers and all administrators working together. Therefore, all system wide curriculum committees will have combined membership of union member and administrators. System wide committee appointments, coordination of curriculum committee activities, and the implementation of curriculum committee recommendations will be the responsibility of the appropriate administrator. The Administration's decision regarding such recommendations shall be made known to the appropriate committee chairperson. Should any of the recommendations not be approved, the Administration shall state the reason(s), in writing, which justify the rejection.

C. The Board and the Union recognize that ongoing professional development is a requisite to providing optimal student learning. Any Professional Development Committee(s) will consist of a Union Member co-chair and an Administrator co-chair. Any Professional Development Committee(s) will consist of equal representation from

Unit members and Administrators, and will consult and assist with planning. In February of each school year the Professional Development Committee(s) will survey the teachers for professional development topics to be included in the following school year's professional development. The result of these surveys will be shared with all stakeholders.

- D. The Board shall provide the Union by the fourth Monday of each semester, with a list of all system wide committees operative in the school system. Upon request, the President of the Union or his or her designee will be provided with the opportunity to discuss with the appropriate administrator the composition and functions of the committee in order to assure that such committees do not intrude upon the prerogatives of the Union as recognized by law.
- E. Written requests for released time for a system wide committee chairperson may be addressed to the appropriate Executive Director and may be granted in cases where the Executive Director, considers the released time necessary.
- F. Committees dealing with wages, hours and working conditions shall be composed of the same number of representatives from the Administration and the Union. Union representatives will be appointed only after consultation with the Union, and thereafter the Union shall be notified of all such appointments.
- G. Both the Union and the Board agree that committees play an important role in the

function of an individual school. It is agreed that committee participation is essential and unit members will be encouraged to participate on committees to ensure that the needs of the schools are met. Each unit member is expected to serve on at least two committees, building level and/or system wide, in any given year. Assignments will be mutually determined by the unit member and the administrator in charge. Beyond two assigned committees, unit member service on any other committee is voluntary.

H. The Administration shall schedule advisory safety committee meetings as needed and mutually agreed upon to discuss employee safety hazards and safety practices in the District. The Union shall have a representative on this committee. The Administration and the Union shall continue to cooperate in implementing and maintaining all health and safety rules and practices.

I. System wide and building committee meetings, that meet outside of the school day, will not exceed the maximum time allotment of ninety (90) minutes per month. The number of meetings per month will be mutually agreed upon between committee members. Any decisions requiring a vote will be made within the first sixty (60) minutes of a meeting.

J. The Career and Technical Educational (CTE) Classroom Conditions Committee shall be comprised of no fewer than two (2) CTE teachers and two (2) representatives from the Administration. The committee shall convene at the call of the administrative chairperson and shall meet no fewer than two (2) times a year. Committee

recommendations will reflect the unique nature of Career and Technical education classes including student safety concerns, specialized materials and equipment, work-based learning placement and student leadership, community service and competition mandates in addition to physical space requirements. The committee recommendations shall be made to the appropriate Executive Director.

Article VI – PROFESSIONAL RESPONSIBILITIES OF UNIT MEMBERS

ARTICLE VI - PROFESSIONAL RESPONSIBILITIES OF UNIT MEMBERS

The "Unit Member's Day" shall include acceptance of responsibility for supervision of the arrival and departure of students, attendance at building level meetings, preparation for the performance of professional classroom responsibilities, including teaching the state and district curricula, availability for student and parent conferences at times mutually agreeable to the parties concerned, and attendance at an annual school Open House, based upon past practice, or Kindergarten Roundups where applicable.

That the beginning and ending times will be as follows:

| | <u>Start</u> | <u>End</u> | <u>1/2 Day Ending</u> |
|-------------------|--------------|------------|-----------------------|
| High School | 7:20 a.m. | 2:15 p.m. | 10:25 a.m. |
| Middle School | 8:00 a.m. | 2:55 p.m. | 11:05 a.m. |
| Elementary School | 8:40 a.m. | 3:35 p.m. | 11:45 a.m. |
| K-8 Building | 8:05 a.m. | 3:00 p.m. | 11:10 a.m. |
| Salina K-8 | 8:00 a.m. | 2:55 p.m. | 11:05 a.m. |

Recognizing the importance of students being able to get to their classes safely and on-time, the passing time has been increased. For secondary level buildings passing time will be increased

(2017-18 is the base year) by a total of ten minutes per day as determined by the building school improvement team. Time prior to first period or at the end of last period is not eligible for additional minutes.

Unit members shall continue the tradition of voluntary participation in parent-teacher activities. It is also understood that other school-related activities require unit member attendance, including for illustration but not limited to, attendance at any school athletic contests, school dances and plays, provided that such activities are reasonably related to the legitimate function of the educational institution and provided that a reasonable number of such assignments are equitably distributed among the unit members in a given building and that the preference of unit members involved will be observed whenever possible.

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

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

The Board and the Union further recognize that unit members take their responsibility to students very seriously and, thus, arrive well before students arrive and leave well after students depart.

Unit members fully satisfy their professional and contractual duty (under Article VI paragraph 1 above) to supervise "the arrival and departure of students," and use their time to meet with students and parents on a reasonable basis.

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

Unit members will attend professional development to attain the skills and information necessary to aid students in meeting benchmarks and expectations set forth by the state and district.

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

District wide Professional Development days will be scheduled from 8am - 3pm with two-ten minute breaks and a sixty-minute lunch. The district will provide additional professional development that may not be bound by the school day.

At the secondary level, half days used for professional development will be scheduled following

a consistent schedule (i.e. abbreviated full day schedule or alternating hours).

Building level meetings will typically begin ten minutes after the conclusion of the school day.

In the event when a district wide departmental meeting is not scheduled on the first Monday of the month, all staff will attend their building level meeting. In a week with scheduled parent conference day(s) there shall not be a building level meeting.

District wide departmental meetings may be scheduled on the first Monday of the month or on another day as mutually agreed upon by the staff involved. The months in which the first Monday is not a scheduled school day, another day, with prior union consultation, may be chosen by the system wide administrator for a departmental meeting. These meetings will last no longer than one hour. It is agreed upon by all parties that district-wide departmental meetings, when called, take precedence over building-level meetings.

A. Elementary Teachers

1. Elementary teachers shall be scheduled for a minimum of 270 minutes planning time per week. In the event of an administrative directive resulting in a teacher missing prep time, the administration must determine how to recover the missing prep time after consultation with the teacher. This clause is exclusive of teacher attendance at special events such as, but not limited to, field trips or school trips.

2. District provided planning time is to be utilized for lesson planning, parent meetings, instructional coaching, meeting in collaborative teams to implement the PLC process, examining standards, identifying essential standards and pacing, creating common formative assessments, instructional dialogues, analyzing student data/work and planning for interventions and/or enrichment, meeting with administrator, IEP meetings, creating behavior plans, MTSS meetings, other duties as assigned to meet the needs of all students.

Administrators may designate up to two planning periods per week specifically for academic related responsibilities (see above examples).

- Pre-K thru Elementary - One planning period is 45-minutes.

3. It is the intent of the Board of Education to continue with the current practice of providing special area classes for elementary students.

At the later elementary level (grades 4-5), special area classes are currently provided as follows: at least one art period of forty-five (45) minutes each per week, at least one music period of forty-five (45) minutes each per week, one enrichment period of forty-five (45) minutes each per week, and two physical education periods of forty-five (45) minutes each per week. Individual buildings have flexibility to choose one of the three following options with all periods lasting for 45 minutes in order to provide all teachers with 270 minutes of

preparation time each week.

Option A. (2 PE periods, 2 music periods, 2 art periods.)

Option B. (2 PE periods, 2 music periods, 1 art period, and one enrichment period.)

Option C. (2 PE periods, 1 music period, 2 art periods, and one enrichment period.)

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

Kindergarten students are currently provided one art period of forty-five (45) minutes, two music periods of forty-five (45) minutes each per week, two physical education periods of forty-five (45) minutes each per week and one enrichment period of forty-five (45) minutes each per week.

In elementary grades where music, art, and physical education are assigned, the teacher shall be relieved of duty while such classes are in session for the purpose of using this time as preparation and/or consultation time. However, the past practice shall be continued wherein the classroom teacher and the special area teacher plan together the activities and learning experiences of their students.

However, it shall be the responsibility of the classroom teacher to supervise the students on their way to and from special classes.

Mandatory teacher-supervised 15 minute outdoor recess for elementary at an established time each day once in the morning and once in the afternoon. Recess will be held indoor on days when weather is inclement as determined by the administrator. Recess shall be student free-play time.

4. The administrators responsible for the scheduling of special area time shall make every reasonable effort to attempt consistency of preparation time for the teachers involved and shall attempt the equitable distribution of special area teacher time throughout the week. This shall include transition time between classes that will not count towards the allotment of 270 minutes planning time per week.

The following exception applies to preparation time for special area teachers (Departmental Physical Education, Departmental Art and Departmental Music Teachers). Special area teachers who experience a reduction of preparation time pursuant to late starts will be made whole by beginning specials classes with students one day later than classroom teachers at the beginning of the school year and end classes with students one-half day before classroom teachers at the end of the school year.

5. Time from morning dismissal until reconvening of afternoon sessions, less- thirty-

eight minutes duty-free lunch, will be considered planning time. Time needed beyond that provided at the noon hour to complete the 270 minutes planning time must be scheduled at the beginning or end of the day. The principal may, with the expressed concurrence of a substantial majority of the early elementary teachers involved, alter the scheduling of such preparation and/or consultation time, provided that such preparation and/or consultation time is, in the alteration process, neither fragmented nor reduced. Should the alteration process include the provision of additional special area teacher time, the total preparation and/or consultation time granted early elementary teachers shall not exceed that granted later elementary teachers.

6. All elementary teachers will have a minimum of thirty-eight minutes per day for a duty-free lunch period, except in emergency situations as defined in Article VI. C. 2.
7. For each day that school is in session for a full day, each full-time elementary teacher of art, music, and physical education will be allowed no less than forty (40) minutes each day for consultation and/or preparation during the regular school day with a thirty-eight minute duty-free lunch period. In determining special area teachers' preparation times, the five minutes from 8:35 a.m. to 8:40 a.m. may be included as part of the total 270 preparation minutes per week. It is understood that they will have no duties during that time.

8. Certified and qualified teachers who are presently teaching at the elementary level and who were employed by the Board as of June 1, 1983, will be excluded from the requirements of the ZA/ZS endorsement resulting from School Board or Administration policies. This provision does not apply if the state or federal government require the change.
9. Building level meetings will typically begin ten minutes after the conclusion of the school day and will be reserved as follows:
 - the first, second and fourth Mondays of each month will be reserved for departmental and/or grade level/PLC meetings with an instructional or curriculum focus. The total combined time for these meetings will not exceed 180 minutes, with meetings lasting no longer than one and one-half hours. This configuration will allow the parties the flexibility to schedule either 2 or 3 meetings in any given month in order to meet the needs of the building. Should the need arise, the time set aside for meetings can be used for other meetings with the building staff.
 - the third Monday of each month will be reserved for union building meetings;
 - the fifth Monday of the month will be reserved for building level meetings subject to the mutual agreement of the parties.

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

B. Secondary Teachers

1. All full-time high school teachers shall be assigned by the building administrator the equivalent of five class periods, a planning period, thirty (30) minute duty-free lunch period, and (unless excluded under other provisions of this contract) homeroom or other related duties necessary for proper supervision of the building. Exceptions to class scheduling may be made in buildings where experimental programs are implemented with the agreement that such scheduling shall not exceed the equivalent of twenty-five (25) class periods per week.

In the case of Middle School, full-time teachers shall be assigned by the building administrator the equivalent of five (5) class periods, a planning period, thirty (30) minute duty-free lunch period, and (unless excluded under other provisions of this contract) advisor/advisee or other related duties necessary for proper supervision of the building. Exceptions to class scheduling may be made in buildings where experimental programs are implemented with the agreement that such scheduling shall not exceed the equivalent of twenty-five (25) class periods per week. The advisor/advisee period does not count as a class period for the calculation of twenty-five (25) class periods. In the event of an administrative directive resulting in a teacher missing prep time, the administration must determine how to recover the missing prep time after consultation with the teacher. This clause is exclusive of teacher attendance at special events such as, but not limited to, field

trips or school trips.

2. District provided planning time is to be utilized for lesson planning, parent meetings, instructional coaching, meeting in collaborative teams to implement the PLC process, examining standards, identifying essential standards and pacing, creating common formative assessments, instructional dialogues, analyzing student data/work and planning for interventions and/or enrichment, meeting with administrator, IEP meetings, creating behavior plans, MTSS meetings, other duties as assigned to meet the needs of all students.

Administrators may designate up to two planning periods per week specifically for academic related responsibilities (see above examples).

Part time and shared time teachers' schedules will not include a scheduled planning period. Time scheduled and paid will be based on a 0.2 FTE per class assigned (1 class = 0.2, 2 classes = 0.4, 3 classes = 0.6 and 4 classes = 0.8).

3. Every effort will be made by the building administrator to avoid the assignment of more than three (3) consecutive class periods. If such assignments are necessary, the administrator shall notify the teacher of the reason(s) for such assignment.
4. In order to provide appropriate programming for students an extended day may be necessary. This may take the form of adding one additional period either prior to

and/or following the regular six period day, for a total not to exceed an eight period day. No teacher will be required to work more than six consecutive periods. (The equivalent of five class periods and one preparation period.)

Assignments for these extended day classes would be announced to staff and insofar as possible be assigned on a voluntary basis. Assignments shall be rotated if possible. No teacher shall be scheduled to work, on an involuntary basis, an extended hour either prior to or following the regular school day, for two consecutive semesters. Teachers teaching an extended day will be granted an early dismissal or late arrival, with the exception that, consistent with current practice, it is the intent of the parties to this agreement that teachers teaching extended hours will attend scheduled building level meetings, unless excused by the Administration for valid reasons.

5. Building level meetings will typically begin ten minutes after the conclusion of the school day. Mondays, except for the fifth (5th) Monday, will be reserved for departmental and/or PLC meetings with an instructional or curriculum focus. These meetings will last no longer than one hour. Should the need arise, the time set aside for meetings can be used for other meetings with the building staff. The fifth Monday of the month will be reserved for building level meetings subject to the mutual agreement of the parties.

Upon prior consultation with the appropriate union representative, it is understood that meetings

may be scheduled for urgent reasons on days other than Monday, provided that the adjusted meeting schedule will not exceed the number of building level meetings above.

C. All Unit Members

1. The grading and/or evaluation of students is primarily the responsibility of the classroom teacher. The Administration shall be responsible for reasonable support of grading and/or evaluation practices of the teachers under their jurisdiction. Following consultation with the teacher, the determination of credit or non-credit shall be the responsibility of the Administration.
2. All unit members will have a duty-free lunch period. It is recognized that emergency situations may occasionally arise affecting the health and welfare of students when it might be necessary to ask unit member assistance with the understanding that the lunch period will not be interrupted for assistance in those situations ordinarily the responsibility of building administrator or non-instructional personnel if such personnel are available.
3. During a teacher's preparation time, arrangement may be made with the appropriate building administrator should it be necessary for the teacher to leave the premises.

4. Teachers assigned to more than one building during any school day shall be granted the same thirty (30) minute duty-free lunch period, exclusive of travel time, as that granted to other teachers.
5. Unit members assigned to more than one building shall attend regularly scheduled building level meetings, in the building to which they are assigned at the end of the day of the meeting, Their school of primary assignment (home base) is to take precedence in the event of conflict.
6. Prior to decisions as to placement, the district-wide departmental administrator shall send notices out by April 1st to those unit members in said department requesting their assignment preference for the following school year.
7. All disciplinary practices shall be in conformity with applicable provisions of any established and/or published policies or procedures dealing with student conduct.

Unit members will receive administrative support in their reasonable application of approved measures.

8. For Health and Safety reasons, all students who do not have complete bowel and/or bladder control, as defined by more than three (3) toileting accidents within the first ten (10) days of a student's attendance in school, will be assigned a one-to-one paraprofessional to monitor that student's toileting needs. For this

process to be implemented, the teacher must report the incident to their administrator in writing.

9. It is understood that employees are not required to respond to emails or text messages during non-work hours.

D. Coaching and Physical Education Requirements

1. All persons assigned physical education teaching and/or coaching responsibilities must have either a college credit course or an in-service course in the care and prevention of athletic injuries.
2. All swimming instructors must have and maintain Water Safety Instructor's and Advanced Life Saving Certificates. One scheduled opportunity for professional development will be provided to all swimming instructors to renew their Water Safety Instructors and Advanced Life-saving certificates each year. It will be the responsibility of the teacher to attend the district provided professional development or obtain the required professional development at their own expense.
3. All physical education teachers and/or athletic coaches must have a valid CPR (Cardio-Pulmonary Resuscitation) certificate. One scheduled opportunity for professional development time will be provided to all physical education teachers

to renew their CPR certificate each year. It will be the responsibility of the teacher to attend the district provided professional development or obtain the required professional development at their own expense.

E. Protocol for Handicapped/Medically Fragile Students

1. No teacher will be required to assist or supervise a diabetic/insulin dependent student. This assistance/supervision includes the calculation of carbohydrates to determine insulin dosage, injections, or insulin pump procedures.
2. That in the event a diabetic/insulin dependent student requires the support of a member of the DFT, the following protocol will be used to determine whether a DFT member will receive a stipend when meeting any one of the following criteria:
 - In cases where the elementary student requires insulin injection, or direct supervision when given injection.
 - In cases where the elementary student requires direct supervision of insulin pump procedures.
 - In cases where the elementary student needs assistance in calculating carbohydrates to determine insulin dosage.
 - For those diabetic students who are in either middle or high school and require monitoring to maintain appropriate insulin levels, upon the recommendation of

the school nurse, and in consultation with district officials, the DFT member will receive the agreed upon stipend.

Teachers who accept the assignment to monitor and administer insulin to students will be paid \$50 per week for each week or partial week that such duties are performed. Payment will be made as a supplemental inclusion on the teacher's regular monthly pay.

F. Social workers and psychologists may be allowed flexible schedules so that they can

meet the needs of parents and students who cannot schedule conferences/meetings/programs during the school day. Such flexible schedules must be mutually agreed upon by the applicable Principal, special education supervisor, and the social worker(s) or psychologists involved. Those psychologists or social workers who are involved would have at least one week's notice of a change in schedule.