

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

**Transfers, Layoff and Recall  
&  
Calendar**

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

**ARTICLE XLV - TRANSFERS, LAYOFF AND RECALL**

**A. Voluntary Transfer**

**1. Primary Vacancies**

- a. A primary vacancy is one caused by resignation, retirement, death, movement outside the Union, leave where there is no return to the specific teaching position and reassignment to a different job title within the Union, or the addition of unit member positions brought about by increased enrollment when they are not filled via the surplus and layoff process or by a new employee.

The transfer procedure described in this section shall apply only to primary vacancies which become officially known between the start of the member work year and June 30. In the event of resignation or retirement, official notification is the date of receipt in the Human Resources Office of written notice from the member creating the vacancy. In the event of death, the date of official notice will be the date of occurrence.

No transfer shall effectuate if it shall prevent the return of a member serving as a temporary administrator for a period of time not to extend beyond the current school year in which the temporary assignment is made.

- b. If a resultant realignment of teaching staff within the building or systemwide department can be done to the satisfaction of the Administration, the vacancy which remains shall be declared a primary vacancy open to transfer as defined in this policy, unless this resulting vacancy is necessary for the avoidance of declaration of surplus.

**2. Primary Vacancies Procedures**

- a. Except as outlined below, no tenured unit member who is rated Effective or Developing shall be denied the right to apply for a transfer between the opening of school and April 1st provided the unit member is qualified according to State Certification requirements.

Probationary unit members that have taught in the district for at least two consecutive full school years, can request or apply for transfers, and may, with HR approval, be considered, after tenured members.

Probationary members under two years in the district cannot request or apply for transfers. However, such probationary unit members may be transferred involuntarily under Article XLV. B.

- b. Unit members desiring transfers will file a single application form with the Department of Human Resources. A maximum of seven (7) schools or department assignments may be designated as choices on the transfer application unless, in the opinion of the Director of Human Resources, special circumstances warrant consideration beyond the maximum of seven (7).

The Department of Human Resources will forward a list after April 1st to the principals of all schools, and/or the administrators responsible for all departments, to which transfer is requested.

All copies of such applications will be destroyed and/or become invalid on the opening day of school of the year following submission.

- c. If there is only one unit member applicant who meets requirements listed below, the unit member applicant shall be granted an interview before the vacancy is filled.
  - i. Appropriate certification and qualifications.
  - ii. Major (state defined) preparation in the field, if applicable
- d. The union member must accept the transfer within forty-eight (48) hours after the offer has been made by the administration unless he or she has notified the Administration in writing of a desire to withdraw the request before the date on which the transfer is issued. The application of a union member who withdraws will not apply towards satisfying the requirements in Article XLV A. 2c (above).
- e. Transfer will be effective at a date determined by the Administration.

#### B. Involuntary Transfer

- 1. Selection of Surplus Teachers: When teaching staff reduction in a particular building and/or systemwide department is necessary, reasonable efforts for achieving voluntary transfers will be made at the discretion of Human Resources. In the event there remains an excess of members in any school or systemwide department, the following sequence will be followed:
  - a. The principal and/or the systemwide departmental administrator will first determine the essential course offerings needed to provide an adequate program. Such a determination process shall provide an opportunity for input from the building teaching staff. A similar opportunity for input will be provided for all systemwide departmental members.

- b. The principal and/or the systemwide departmental administrator will then review the qualifications and certification of the members in the building or systemwide department.
- c. A possible realignment of teaching staff utilization will then be explored.
- d. If one (1) or more teaching positions are to be reduced, the Superintendent (or designee) shall first identify the academic level(s) or department(s) impacted by the reduction. Among those teachers who are certified (or approved or authorized) and qualified to instruct the remaining curriculum within the impacted academic level(s) or department(s), selection of a teacher for surplus shall be based on the teacher's effectiveness rating according to their most recent performance evaluation.
  - 1. Needing Support (first to be involuntarily transferred)
  - 2. Developing
  - 3. Effective
- e. In the event of a tie in the effectiveness rating of teachers subject to potential surplus, the selection of a teacher for involuntary transfer shall be based on the following criteria, in order:
  - 1. Teachers on a performance plan formally addressed by HR
  - 2. Teachers who have been suspended for five (5) or more days over the most recent two (2) year period.
  - 3. Other criteria at building administrator discretion in no specific order:
    - o Tenure Status
    - o Grade-level or subject experience within building/district
    - o Multiple Subject Area(s) of Endorsement
    - o Suspensions four (4) or fewer days in the most recent two (2) year period
    - o Other specialized training, endorsements, certification, or credentials
- f. The district and the Union agree that using any of the criteria from B.1.e.3. must be done with the best interest of the students in mind.
- g. The District will confer with the Union regarding unit members being surplus prior to notifying members. The Union understands the list may be subject to change. Upon request, the district administration will meet with a representative of the Union regarding surpluses.

#### C. Layoff and Recall

- 1. "Layoff" is the separation of an employee for lack of work or funds, as determined by the employer, without fault or delinquency on the employee's part, that makes necessary a

teaching staff reduction within the district. For the purposes of this article, union members on leaves of absence are to be considered as current union members.

2. Notice

- a. Employees to be laid off must be notified as soon as possible after the decision for layoff has been made.
  - 1. For layoffs taking effect prior to the start of the school year, employees will be given notice no later than August 1st.
  - 2. For layoffs taking effect after the start of the school year, in no event will the Employer give the employees less than fourteen (14) calendar days written notice.
- b. The Employer agrees to provide the Union with a list of names of employees being laid off and such notice must be sent at the same time that it is issued to the employees so affected.

3. Recall

- a. Employees will be recalled to a position/program for which they hold certification in reverse order of layoff when a vacancy occurs.
- b. Each employee on layoff shall be required to provide the district personnel office in writing with the current email address to which a letter of recall may be sent. If a recall opportunity exists, a letter must be emailed to the employee.
  - 1. The notice shall include the deadline for acceptance, the date the employee must return to work, and the position and work location to which the teacher is to report.
- c. An employee offered a recall opportunity must notify the Employer in writing of their decision within five (5) calendar days of the Employer's offer.
- d. An employee who has been laid off will maintain recall rights for twenty-four (24) months from the date of layoff or until they refuse a recall opportunity, fail to respond to a recall letter, submit resignation, or accept employment in another school district, whichever is less.
- e. Any part-time teacher that loses their position due to a reduction in staffing has the right to accept a full-time position if a vacancy exists in their area of certification and in accordance with the criteria in Section 4 of this article.
- f. No new teachers shall be hired in a subject area until all laid off teachers, who are qualified, from that subject area/grade level have been given the option to be recalled or no longer maintain recall rights as described in Section 3.d of this article.
- g. No new teachers shall be hired in a subject area/grade level before teachers who are laid off from other subject areas/grade levels who may be qualified, and who possess the necessary certification, are given the option to be recalled or no longer maintain recall rights as described in Section 3.d of this article.
- h. Teachers that are rated needing support will have no recall rights. Teachers that are rated developing shall return to the building where they left if they are recalled from laid off status. If it is not possible for the teacher to return to their original building or department, then the Superintendent or designee will make a determination regarding the final placement from the recall list.

#### 4. Layoff Order Criteria

- a. If one (1) or more teaching positions are to be reduced, the Superintendent (or designee) shall first identify the academic level(s) or department(s) impacted by the reduction. Among those teachers who are certified (or approved or authorized) and qualified to instruct the remaining curriculum within the impacted academic level(s) or department(s), selection of a teacher for layoff shall be based on the teacher's effectiveness rating according to their most recent performance evaluation.
  1. Needing Support (first to be laid off)
  2. Developing
  3. Effective
- b. In the event of a tie in the effectiveness rating of teachers subject to potential layoff, the selection of a teacher for layoff will occur in the following order:
  1. Teachers on a performance plan formally addressed by HR
  2. Teachers who have been suspended for five (5) or more days over the most recent two (2) year period.
  3. Tenure Status
  4. Grade-level or subject experience within building/district
  5. Multiple Subject Area(s) of Endorsement, or Other specialized training, endorsements, certification, or credentials
  6. Teachers who have been suspended for four (4) or fewer days over the most recent two (2) year period.
  7. Seniority as tie-breaker
  8. SSN Seniority Rule (based on Social Security Number in Article VII. E.)

## 2025-26 Calendar

To accommodate the community, the Union is proposing an updated calendar for 2025-2026 that incorporates additional days off on March 18 for Eid al-Fitr and May 28 for Eid al-Adha.

### Current Calendar:


March 18, 2026 - Full school day  
March 19, 2026 - No School - Vacation  
March 20, 2026 - No School - Vacation  
March 30, 2026 - April 3, 2026 - No School - Vacation (Spring Break)  
May 28, 2026 - Full school day  
June 9, 2026 - Last day of school. Half day AM for students and half day teacher duty PM  
June 10, 2026 - No School - Conference Release Day

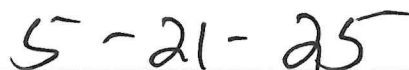
### New Calendar:

March 18, 2026 - No School - Vacation  
March 19, 2026 - No School - Vacation  
March 20, 2026 - No School - Vacation  
March 30, 2026 - April 3, 2026 - No School - Vacation (Spring Break)  
May 28, 2026 - No School - Vacation  
June 11, 2026 - Last day of school. Half day AM for students and half day teacher duty PM  
June 12, 2026 - No School - Conference Release Day


Both parties acknowledge that the changes included in this letter of agreement are permanent additions to the 2023-38 contract and take effect beginning the 2025-2026 school year.


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

  
\_\_\_\_\_  
Dr. Glenn Maleyko, Superintendent

  
\_\_\_\_\_  
Date

For the Dearborn Federation of Teachers

  
\_\_\_\_\_  
Kathi K. Martin, DFT President

  
\_\_\_\_\_  
Date