

**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**



**AND THE
UAW LOCAL 174
CHILDCARE WORKERS**

2017 - 2021

**DEARBORN PUBLIC SCHOOLS
18700 AUDETTE
DEARBORN, MICHIGAN 48124**

Agreement Between
The Dearborn Board of Education
and
UAW Local 174 Childcare Workers

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN
AND THE UAW LOCAL 174 CHILDCARE WORKERS**

ARTICLE I. INTRODUCTION

A. Preamble

The following is the Agreement made between the Dearborn Board of Education (hereafter referred to as the Board) and the Dearborn Childcare Workers of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local 174 (hereafter referred to as the Union). This Agreement is entered into for the purpose of promoting and maintaining harmonious and fair working relationships between the members of Dearborn Public Schools and the Bargaining Unit. Our common goal is to maintain childcare sites which provide quality child care and an atmosphere of supportive services for both parents and staff.

B. Non-Discrimination

The Union and the Board agree that they will comply with all applicable equal employment opportunity and anti-discrimination laws.

ARTICLE II. THE BARGAINING UNIT

A. Recognition and Scope of Coverage

The Dearborn Board of Education recognizes the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW and its Local Union 174 as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time childcare employees as determined by Michigan Employment Relations Commission in Case no. R89 J 260. This bargaining unit excludes administrators, supervisors, preschool teachers in regular school systems, temporary employees, substitutes and all other employees.

B. Modification

If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representative when properly notified when required under the Board and the Union.

C. Limitations

No individual employee or group of employees, acting independently of the International Union, UAW, and its Local Union 174, may alter, amend, or modify any provision hereof.

D. Classifications

1. Childcare Managers
2. Lead Childcare Providers
3. Childcare Providers

Current Job Descriptions for each classification shall be attached to the Collective Bargaining Agreement as attachment A. Descriptions may be modified provided no description is modified to significantly change the scope of the employee's job duties.

E. New Classifications

The Board and the union will mutually agree on a pay rate for any new classification within the bargaining unit. In the event the parties are unable to agree as to rate of pay for the new classification and/or whether it is within the bargaining unit, such dispute shall be submitted to the grievance procedure contained in this agreement. The rate established shall be retroactive to the start of the operation.

F. Union Shop

All eligible employees shall become and remain members in good standing as a condition of their employment within forty-five (45) working days following the beginning of their employment.

G. Union Stewards

- (1) The Board shall agree to recognize no more than three Union Stewards duly elected by the Union. The steward may process union grievances at any site during working hours without loss of pay provided that the Early Childcare Program Supervisor authorizes release of the union steward and approves that childcare employees can be away from their assigned duties. Such a meeting shall not interfere with their normal work responsibilities. Time spent investigating grievances or handling other workplace issues will not be subject to discipline, provided there has been an authorization as described herein releasing the union steward and employee from assigned duties.
- (2) Visitation - A Union Steward may visit childcare employees at a Dearborn Public School to confer with childcare employees to the extent that it does not interfere with the childcare employee's responsibilities and upon the approval of the Early Childcare Program Supervisor.

H. Bulletin Board

The Board shall provide space where practical, for a bulletin board in location for Union notices in each building. This bulletin board shall be used for the posting of notices of meetings, social events, and official business affairs of the Union.

I. Telephone

The Board will provide a telephone line/extension for use by the Union.

This line/extension will allow UAW members to leave private messages for the Union Committee related to workplace issues. The Union Committee will be provided a code or other method to retrieve these messages.

J. Negotiations

The Union will be represented by four (4) elected Bargaining Committee persons. During the negotiation of any collective bargaining agreement or for wage re-opener, those four (4) elected committee members will be paid their regular hourly rate for all hours spent at the bargaining table that fall within their regular work schedule

ARTICLE III. UNION RIGHTS

A. Information Provided to the Union

1. The Board agrees to furnish to the union a flowsheet listing employees in these units who are hired, fired, reinstated, transferred into or out of the bargaining unit, transferred, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), who have been added to or deleted from the unit covered by this agreement.
2. The Board will provide to the union upon request a listing containing the following information for each employee in the bargaining unit: the employee's name, social security number, street address, city, state, zip code, classification, sex, birth date, hire date, hire date for each classification and hourly rate of pay.

B. Access to Premises by Union Staff

1. The Board agrees that non-employee officers and representatives of the union shall be permitted to the non-public portions of the premises of the Board during working hours, with prior notification. Such visitation shall only be for the purpose of participating in Labor-Management meetings, conducting union internal business related to the bargaining unit on non-work time of all participants, interviewing grievant, attending grievance hearings/conferences, and for other reasons related to the administration of this agreement. Only non-work and meeting areas may be used for this purpose. Exceptions shall be with the Board's permission. Employee representatives shall have access to the premises in accordance with this agreement.
2. The union agrees that such visitations not interfere with normal operations in the center and shall be at times carried out subject to operational or security measures established and enforced by the Board.
3. The Board may designate a private meeting place or may provide a representative to

accompany the union officer or representative where operational or security considerations do not permit unaccompanied union access. The Board representative shall not interfere with or participate in these visitation rights.

ARTICLE IV. UNION SECURITY

1. During the life of this Agreement, the Board shall deduct monthly dues as membership dues levied by the International Union or Local Union from the pay of each employee who executes the authorization for check-off of dues card in the form agreed to by the Board and the Union provided that the Board shall not deduct nor shall the Union request any deductions which are to support any local, state, or national political parties or political issues.
2. The Board agrees to deduct from the first pay day for each month from the employees' wages, monthly dues as membership dues for the current month. The Board shall remit such funds to the financial secretary of the local union on or before the twentieth day of the month in which such deductions are made, together with a list showing the names and amounts deducted for each individual.
3. The Board will explain the checkoff arrangements between the Board and the union at the time of hiring a new employee.
4. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity within the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the local union.
5. Upon checking the list, the local union financial secretary will make and submit a list of employees, and amounts and deductions necessary to amend errors or for cases where deductions were not made because the employee had insufficient wages or no wages due on the first day of the month. These deductions will be made no later than the first pay of the subsequent month.
6. The Union will indemnify and hold the Board harmless for any claims by employees arising out of such deduction(s). It is clearly understood that the Board assumes no liability by reason of compliance with the provisions of this Article.
7. The employer and the union will bargain with regard to the wage scale in the 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.

ARTICLE V. PERSONNEL

A. Definition of Employment Status

- (1) Full-time employees are those who work 30 or more contact hours per week.

- (2) Part-time employees who are regularly scheduled for any amount of hours less than full time amounts as specified above.
- (3) Regular employees are those that have satisfactorily completed the probationary period.
- (4) Substitute employees are those who work as a replacement for a permanent employee who is absent for a period of time.
- (5) Temporary employees are those who work in order to supplement full and part-time workers on an as-needed basis.
- (6) Transitory staff are staff of a specific classification not assigned to any specific sites, but that work at any of the sites as needed. Multi-site Managers are not considered transitory staff.

Transitory staff will be assigned a "home-site manager" to assure that they receive proper communications and to enable them to check-in. Transitory staff are regular employees entitled to all benefits of the contract.

There will be no more than one "transitory staff" per 10 employees. Each "transitory staff" will be assigned a set number of hours per week which are subject to change dependent upon the operational needs of the program.

B. Release Form

Before and during employment, the childcare manager, lead childcare provider, assistant lead childcare provider or childcare provider will be required to sign a release form that would authorize the release of previous employment records to our office.

C. Probation

1. An initial probationary period will begin on the first day of employment and continue for 90 working days. Performance will be reviewed throughout the ninety (90) working days. Performance will be reviewed throughout the ninety (90) working days, and if it is satisfactory, the childcare manager, lead childcare provider or childcare provider will then be considered to have successfully completed the probationary period. The ninety (90) working day period may be extended for any absences during that period by the amount of said absences. Seniority shall be retroactive to date of hire upon satisfactory completion of probationary period.
2. A promotional probationary period will begin on the first day an employee is promoted and continue for sixty (60) working days. Performance will be reviewed throughout the sixty (60) working days and if it is satisfactory, the employee will then be considered to have successfully completed the probationary period. The sixty (60) day working period may be extended for any absences during that period by the

amount of said absences. Seniority in the classification shall be retroactive to date of promotion upon satisfactory completion of probationary period.

3. An employee shall be unable to transfer, demote or promote during a probationary period.
4. An employee who fails a promotional probationary period will return to a vacant position with the same number of hours in their previous classification. Should this be impossible, they will bump the junior person in that classification with the same number of hours. An employee so bumped will move in a similar manner within their own classification or into a lower classification if that should be impossible.
5. Multi-site Managers and Childcare Managers will begin to mentor incoming management staff for no less than 10 hours during the ninety (90) day probationary period for the purpose of daily activities and operation of preschool and Kids Club programs. The Multi-site Manager and Childcare Manager will do the training while manager is assigned to the site. The training will be as approved by the Early Childhood Coordinator and Early Childhood Programs Supervisor.

D. Evaluation of Childcare Managers, Lead Childcare Providers and Childcare Providers

Formal evaluations of staff members' performance and appropriate feedback is seen by Dearborn Schools as important to maintaining good quality care and education for children, and staff morale.

The evaluation is designed to be a two way communication tool, shall be diagnostic in nature only and may not be used by either party for any form of disciplinary action.

The Early Childhood Supervisor will complete a formal evaluation once every year, prior to June 15th. The evaluation shall be based on the job performance of each childcare manager, lead childcare provider and childcare providers. The Supervisor will discuss the evaluation with each employee. A copy will be signed and placed in the employee's file.

Employees who have been members of the unit a minimum of four months, employed on the 30th of June and receiving an effective or higher annual evaluation, shall receive a performance bonus. The Bonus shall be \$0.10 per hour for each hour paid from the preceding July 1st through June 30th. The payment shall be paid during the month of July.

E. Time Cards

All staff receives a list of pay dates and time cards from Dearborn Public Schools. Staff must use the time clock to punch in each day upon arrival and to punch out upon departure. Childcare managers complete payroll sheets (provided by school secretary) by writing in the total number of hours for each person. The manager then submits the payroll sheets and time cards to the school secretary and a copy of the time cards to the Early Childhood Supervisor. Childcare staff will be paid on a bi-weekly basis. Checks will be sent to the school where you are working and may be picked up there following school procedures.

F. Summer/Holiday Employment

1. Summer and holiday employment shall be considered supplementary in nature for all employees other than 52-week employees. 52-week employees are required to work the summer and holiday programs, regardless of the site housing them. Hours scheduled are based on operational need of the program, seniority and classification, with the most senior employees being scheduled first. All employees other than 52-week employees, are eligible to: a) work during the summer or holiday, b) be placed on the substitute list for the summer or holiday only, or c) choose not to work at all. No employee shall be penalized in any way as a result of their decision. All employees shall be entitled to their regular rate of pay if they choose to work, regardless of the assigned position or classification. 52 week employees are entitled to a two week unpaid vacation provided request for vacation is submitted and approved by the Early Childhood Supervisor at least 30 days before the requested vacation time. The unpaid two-week vacation does not apply to 10-month employees. Unpaid vacation cannot be taken the first or last week of the summer program, or during the summer extension program. During any holiday program, 52-week employees may choose to use unpaid vacation time by giving a 2-week notice in writing. Seniority may be considered when granting vacation time usage. A ten month employee who commits to working the summer program, and does not honor that commitment, will not be considered for employment the following summer.
2. The Board shall send each employee a Request to Work for the summer or holiday form within forty-five (45) working days prior to the starting date of the summer or holiday program. Included on the form will be a deadline date for returning the request to the Early Childhood Supervisor. Any request form not returned on or before the deadline date will render the employee as unavailable to work for the summer or holiday.
3. The Board shall provide to the Union, and a copy posted at each site within ten (10) working days after the deadline for returning the Request to Work form, a list of employees who have requested to work without regard to classification. Included shall be a tentative list of managers to be assigned manager's positions, and an estimated number of additional staff needed. This does not preclude the Board from increasing or decreasing the number of staff as determined by operational needs.
4. Each site in operation for the summer or holiday shall have one (1) primary manager. A co-manager may be assigned based on operational need. Filling these positions shall be determined by operational need. Seniority may be considered in the following manner, as listed:
 - a. Managers of year round programs.
 - b. Managers of sites housing a summer or holiday program.
 - c. Managers of other sites who submitted a Request to Work form.

Additional positions shall be filled on a voluntary basis. Summer employment shall

be considered supplementary in nature for all childcare workers not assigned to year round programs. All employees working for the summer shall be entitled to their regular rate of pay. Every effort will be made to maintain individual employees profile hours. Based on enrollment, hours may be reduced as needed, based on operational need, during the summer program.

5. For all childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers other than Snow employees, who volunteer to work the summer program, selection of hours and days will be based on classification seniority.

ARTICLE VI. SENIORITY

A. Definition

1. For the purposes indicated below, seniority shall consist of the total number of continuous years, months and days of employment beginning from the date of hire. Employees off work due to illness or injury six (6) months or less shall continue to accumulate seniority for the full period of illness or disability precisely as though they had been working.
2. Any employee promoted to a higher classification shall accumulate seniority in the new classification beginning the effective date of the promotion as approved by the Board. The employee will retain and accumulate seniority in the classification which she/he previously held.
3. Any employee demoted to a lower classification shall not retain seniority in the higher paying classification, but such higher classification seniority shall be transferred to the lower paying classification unless the demotion was the result of the bumping process.

B. Seniority List

The Board will prepare seniority lists by classification and level showing seniority as defined above, of all bargaining unit employees on the payroll as of the end of the pay period preceding the preparation date. The seniority list shall be prepared at the end of the first pay period in October and at the end of the first pay period in April and will be made available for review by employees. A copy of such lists shall be provided to the Union.

- C. The Union's Committeepersons shall head the seniority list of the bargaining unit covered by this agreement for the purposes of layoff only during the term of office for which they are elected. The aggregate total of the above-mentioned employees shall not exceed two (2).

ARTICLE VII. LAYOFF/RECALL PROCEDURES

A. Layoff Notification

When the Board determines there is to be a layoff, employees who are scheduled to be laid off shall be given written notice not less than fifteen (15) calendar days prior to the

effective date of layoff, unless the events that make the layoff necessary are of such a nature as to render inoperative the functioning of the childcare program or some part thereof and thus preclude such advance notice. The Board will, when layoffs are being planned, inform the Union, as soon as possible, which under normal circumstances is hereby deemed to be not less than thirty (30) calendar days and discuss, upon request, the potential impact upon the unit employees caused by such layoff. The Board shall furnish the Union concurrent written notice of the name, seniority, classification and current assignment location of employees holding positions scheduled to be vacated. When layoffs and bumping are completed, the Union shall be entitled to receive, as soon as feasible, a completed list identifying those employees who have been bumped or laid off.

B. Layoff Procedure

In the event of layoff, seniority will be followed in each classification. Seniority for all childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers will be established by their starting date as regular childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers. If childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers have the same starting date, then the date when they began as a substitute will be used to break the tie. If necessary, the last tie breaker to determine seniority would be the highest last four digits of a childcare manager's, lead childcare provider's, assistant lead childcare provider's or childcare provider's social security number.

C. Bumping

Childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers who are left without a job can replace the employee with the least seniority in their classification. If there is nobody less senior in their classification, they may replace the employee with the least seniority in a lower classification in which they are qualified if they have the seniority to do so.

D. Recall

The most senior laid off employees shall be recalled from layoff at such time that an existing position becomes available, provided that the laid off employee can satisfy all of the qualifications required for the available position.

ARTICLE VIII. ASSIGNMENTS AND TRANSFERS

A. Definitions

1. Assignment. An assignment is the particular job performed within a work location on an assigned shift and schedule as directed by the Board.
2. Reassignment. A reassignment is a change of assignment of an employee effected upon the Board's initiative in accordance with Section B. of this Article.

3. Transfer. A transfer is either the filling of a vacancy, or a permanent change in assignment within classification at the employee's initiative or request in accordance with Section C. of this article.
4. Work Site. A work site is each individual school which houses any of the childcare facilities.
5. Seniority. For purposes of this article, seniority shall be as defined in Article VI.

B. Assignment-Reassignment

It is the program's policy to transfer or promote employees when it is in the best interests of the program and the individual concerned.

1. Right of Assignment. Except as provided in this article, the Board shall have the right and responsibility to assign employees to and within a work site. In filling a vacancy, the Board shall continue to have the right to assign or reassign a qualified person, subject only to the provisions of this Article.
2. Other Assignment. Prior to utilizing provisions of Section C. of this Article, the Board may reassign an employee. In reassigning an employee, the Board will reassign the least senior employee within classification, whenever possible. Before making an involuntary reassignment, the Board will consider volunteers in the classification from which the reassignment is to be made.
3. Reassignment to Alternative Position. The Board may reassign employees to a vacant position, without being bound by the procedures in Section C. 1. of this Article in order to:
 - a. Accommodate an employee's need for an intermittent or reduced work schedule in accordance with the Federal Family and Medical Leave Act when such time off is medically necessary because of an employee's own serious health condition or the serious health condition of a parent, spouse or child.
 - b. To address an employee's request for reasonable accommodation.
 - c. To address operational needs.

If an employee refuses to be transferred and there is no available work in their current classification, such employee must resign.

C. Transfers and Hiring Procedure

1. Initial Vacancy. When the Board deems it necessary to increase the number of employees based on operational need or if a position has been temporarily filled for ninety (90) consecutive work days, the position(s) shall be considered a vacancy, except when the position is temporarily filled as a result of an illness or an approved leave of absence. When the Board seeks to fill an initial vacancy, the Board shall post

the position on the Dearborn Public Schools job hotline. The bargaining unit chairperson will be notified, in writing, of all full and part-time positions when they become available. Notices shall be posted promptly to bargaining unit members on the job hotline and shall remain posted for at least five (5) consecutive working days. Postings will include the following information:

- a. Date of posting
- b. Job title
- c. Salary level
- d. Number of hours and shift
- e. Qualifications
- f. Special assignments or duties

All qualified employees, including those on approved vacation and leave of absence, are entitled to submit a letter of intent expressing their interest in the position.

2. Transfer. If two or more childcare employees in the same classification are being considered for the same vacancy, the position will be offered to one of the two senior employees on a merit basis subject to operational needs. If less than two people bid on this vacancy or if only one candidate remains after others decline the transfer, the Board may fill it by any means possible.
3. Promotion. If two or more childcare employees are being considered for the same promotion to a higher classification, the position will be offered to one of the two senior employees on a merit basis subject to operational needs. This process does not preclude management from hiring from the outside to fill vacant positions, if they feel they can attain a better qualified person from the outside compared to the existing staff desiring the same position.

D. Board Approval

The offering of initial employment shall be considered temporary until approved by the Board at which time the employee shall be considered permanent and shall be confirmed in writing.

E. Orientation

The Board shall be responsible for providing newly hired and promoted employees the following information upon offering of a position: the classification, the rate of pay, the location of the position, scheduled hours, job description and job duties and responsibility.

The newly hired employee shall also receive a copy of this agreement and a copy of the employee handbook.

F. Pay Retroactive to Board Approval

All employees hired or promoted shall receive the rate of pay for that classification as of the first day of employment following Board approval.

G. Resignations

Any employee, who intends to terminate his/her employment, must submit their resignation to the Department of Human Resources at least two (2) weeks in advance of their resignation date.

H. Promotions and Non-Bargaining Unit Employees

Employees promoted into non-bargaining unit positions from the bargaining unit, shall not be able to bump back into bargaining unit positions given there is a layoff, or have any of their prior seniority counted if a vacancy occurs in the bargaining unit and they were successfully placed into that position per Section C. of this article. Employees hired from the outside into non-bargaining unit positions shall also have no rights under this section.

ARTICLE IX. HOURS OF WORK

A. Work Week

1. The All Day Childcare and School Age Childcare Programs have a work week of Monday through Friday. Variations for beginning and ending times will be established by the Board based on school calendar, staffing requirements, and budget constraints.
2. Employees whose primary work site is a Dearborn Public School building, will follow the Dearborn Public School's P-12 Childcare calendar for time off, holidays and daily schedule of assigned hours. The HFCC Child Development Center employees, will follow the HFCC Child Development Center calendar for time off, holidays and daily schedule of assigned hours. Scheduling is based on operational need.

B. Working Hours

Working hours are established and are subject to change according to overall needs and the special responsibilities of the center in which childcare managers, lead childcare providers and childcare providers are assigned.

C. Notification of Schedule Changes

Except for emergency circumstances or fluctuations in enrollment, an employee will be given a five business day notice, via email, prior to changing their hours of work.

D. Overtime

All hours in excess of 40 hours a week for bargaining unit employees will be reimbursed at one and one-half (1½) their regular rate of pay.

E. Extra Hours

Extra hours will be distributed and assigned by the Early Childhood Supervisor.

F. Breaks and Food Policy

1. All childcare employees who work more than four (4) consecutive hours will be entitled to breaks as outlined below:
2. For every four (4) consecutive hours of actual work, the childcare manager, lead childcare provider and childcare provider will receive a fifteen (15) minute paid break. For every seven (7) consecutive hours of actual work, the childcare manager, lead childcare provider, assistant childcare provider and childcare provider will receive one (1) additional fifteen (15) minute break.
3. Where practical, the Board shall provide lunch and snack for all employees present at those times, at no cost to those employees.
4. Staff members are to have absolutely no food and/or beverages at any other time that they are on duty. Beverages and/or food may be consumed by staff during break only.
5. Exceptions will be made for medical or health reasons only as determined by the Early Childhood Supervisor.
6. During the summer programs, childcare staff who work an 8 hour shift, will be scheduled for two 15-minute paid breaks and one unpaid 30-minute lunch period.

G. When there is a reduction of hours contemplated, the employer will notify the union in writing of the upcoming reduction. The employer will meet with the Union upon the Union's written request to discuss the specifics of the need for the reduction of hours. The employees affected by the reduction will have the ability to place themselves on the substitute list in order to make up for lost hours.

H. When a full-time (30 hours per week or more) employee's hours are reduced from full-time status to part-time status (less than 30 hours per week) they have the right to bump the least senior full-time employee in their classification. The employee who is thereby displaced from full-time status in the classification will be placed in the vacated part-time position in the classification.

ARTICLE X. EMPLOYEE'S PERSONNEL FILES

A. Employee Access

Any employee shall be allowed to inspect the entire individual personnel file accumulated during the employees period of employment with the district. The employee must make an appointment with the Human Resources Department and a member of the Human Resources Department shall be present when the employee inspects said file. Confidential credentials and personal references normally sought at the time of employment are specifically exempted from review and will be removed from the file by the administrator of the Human Resources Department prior to said inspection except that where pre-employment information is a factor inhibiting promotional opportunity, the employee shall

be given an opportunity to respond to it or to refute it. Each employee will be given a copy of any negative comment or report which is entered in his/her personnel file in the course of his/her employment with the Dearborn Public Schools. The employee may respond to the contents of such comment or report and such response will be attached to the original document in the personnel file.

B. Grievance Files

Grievance files may be maintained separately. Any information in writing of a critical or detrimental nature which is not a part of the employee's personnel file, shall have no validity in any proceeding, either disciplinary or promotional, or in any assignment or transfer.

C. Union Access

Access to the file of any member of the childcare workers unit shall be available to the chairperson of the childcare workers union, upon reasonable request and with written permission of the employee involved.

ARTICLE XI. STAFF DEVELOPMENT

A. Conferences

Subject to budgetary constraints, the Dearborn Board will reimburse childcare employees for registration fees for conferences as approved in advance by the Early Childhood Supervisor.

B. Inservice

Subject to budget constraints, the Board will continue its practice to provide training for all regular childcare employees. The number of hours of training mandated by the State of Michigan Office of Children and Adult Licensing will be provided by the Early Childhood Department. The District will work with employees who cannot attend the initially scheduled classes. Thereafter, the employee will be responsible for obtaining the required number of hours of training if unable to attend District-sponsored inservice training.

C. Parent Nights

All employees who attend parent night programs shall receive their regular rate of pay.

D. Open House

All employees shall receive their regular rate of pay for the approved number of hours worked for setting up, cleaning and attending the annual childcare open house.

E. Specialist Functions

All employees shall receive their regular rate of pay when required by the Early Childcare

Program Supervisor to attend functions at their sites after their regular shift; i.e., Kindergarten Round-up, annual site open house, etc.

F. First Aid

Subject to budget constraints, the Dearborn Board shall arrange and pay for first aid and CPR training.

G. HFC

The full and part-time staff will be able to enroll in work related classes at Henry Ford College without incurring tuition costs as long as the classes do not interfere with their assigned work schedules and, further provided, that they obtain prior written authorization from the Childcare Supervisor. The list of classes will be reviewed periodically and may be expanded to include new classes as long as they are determined to enhance the skills of the employee as a childcare worker.

H. Adult Education

All employees will be able to enroll in work related classes provided by the Adult and Community Education Department without incurring tuition costs as long as the classes do not interfere with their assigned work schedules and, further provided that there is space available in the class and they obtain written authorization from the Community Education Supervisor, and there is no cost incurred to the district.

ARTICLE XII. JURY DUTY

A. Serving on Jury

We feel that serving on a jury when called is a civic duty and helps insure our basic liberties. While the childcare manager, lead childcare provider or childcare provider is serving, her/his full salary will continue. The department, in turn, expects that the employee will come to work on days when she/he is off or is excused early. The employee is also required to reimburse the school system for payments made to her/him from the court.

B. Subpoenaed

An employee requested or subpoenaed to appear before a court as a witness representing the school district's interest as determined by the Board, is entitled to administrative leave for such appearance (time off with pay).

ARTICLE XIII. SUBSTITUTES

A. Procedure

If during the school year the childcare manager, lead childcare provider, assistant lead childcare provider or childcare provider is unable to work due to illness or other reasons,

the childcare manager, lead childcare provider or childcare provider will follow this procedure:

1. The childcare manager, lead childcare provider, assistant lead childcare provider or childcare provider will call the list of substitutes provided to fill that shift.
2. If the lead childcare provider or childcare provider has called each person on the list and has been unable to find a substitute for the day, they are to notify their manager and the manager will attempt to extend the hours of available staff to fill the need. If this is not possible, the manager will notify the Early Childcare Program Supervisor who will call a sub, or ask the managers of the all-day sites to send an available staff person, or send a transitory staff member to the site.
3. Managers must call the Assistant to the Early Childcare Program Supervisor or the Early Childcare Program Supervisor in the event of an absence. Managers of sites where they are the only staff person need to use specified substitutes with experience and proven abilities to work alone.
4. When staff are having difficulty finding substitutes for pre-planned absences, they may also call on the managers, or the Assistant Supervisor and the Early Childcare Program Supervisor for assistance.
5. The substitute list will be updated and published, if needed, on a quarterly basis.
6. In addition as the budget allows, a transitory staff member will be available each day in case an ill employee is unable to locate a substitute. The Early Childcare Program Supervisor will assign the substitute to a site as needed.

B. Regular Employment for Substitutes/Temporary Childcare Workers

Any substitute/temporary childcare worker who works for ninety (90) consecutive workdays as a childcare manager, lead childcare provider, assistant lead childcare provider and childcare provider will be offered a regular position. Days worked by substitutes for childcare manager, lead childcare provider, assistant lead childcare provider and childcare provider who are off work on leave, illness, or injury will not be counted toward the ninety (90) consecutive work days.

ARTICLE XIV. LEAVES OF ABSENCE

A. Eligibility

Employees shall have the right to request a leave of absence, without pay, in accordance with the provisions of this Article after the successful completion of two years of employment or as otherwise provided for in this Article.

B. Request Procedure

1. Any request for a leave of absence without pay shall be submitted in writing by the

employee to the Board at least, except under emergency circumstances, thirty (30) calendar days in advance of the proposed commencement of the leave of absence being requested.

2. Requests for a leave of absence shall be answered without undue delay within fifteen (15) working days.

C. Approval

Employees may be granted the privilege of a leave of absence without pay at the discretion of the Board. Determinations under this section shall not be arbitrary, discriminatory or capricious.

D. Payment

Except as specifically provided, no payment of any kind will be made to or for any childcare worker while on leave.

E. Family and Medical Leave Act

The District and the Union will comply with all provisions of the Family and Medical Leave Act.

F. Leaves of Absence

1. Educational Leaves of Absence. The Board may approve an individual employee's written request for a full time educational leave of absence without pay for an initial period of time up to one (1) year to work toward an Associates Degree or a Baccalaureate Degree and/or any advanced degree. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Before the leave can become effective, proof of enrollment must be submitted by the employee to the Human Resources Department. The employee shall provide evidence of continuous successful full-time enrollment in order to remain on or renew such leave. Such education shall be related to the type of work performed. In lieu of leave of absence and upon employee request and considering operational needs, a reduced or flexible schedule may be granted to an employee working on a degree.
2. Medical Leaves of Absence. Upon depletion of accrued sick leave, an employee, upon request, may be granted a leave of absence including necessary extensions for a period of up to one (1) year upon providing required medical certification for personal illness, injury or temporary disability necessitating his/her absence from work if that employee is in satisfactory employment status. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date.

Request for medical leave of absence after return from injury or illness due to complications and/or relapse shall be considered as a medical leave extension request provided that this type of extension is requested within sixty (60) days of return from original leave.

Prior to returning to work from a medical leave of absence, the employee will be required to present a fitness for duty medical certification from his/her health care provider.

Where the Board has reasons to doubt the validity of the certification provided by the employee as part of his/her initial request or request to return to work, the Board reserves the right to have the employee examined by a health care provider selected and paid for by the Board.

3. **Military Leave.** Whenever an employee enters into active military service of the United States, the employee shall be granted a military leave as provided under applicable federal statutes.
4. **Maternity/Paternity Leave.** Upon written request, an employee may, after the birth of his/her child, or adoption of a child, be granted Parental Leave for up to six (6) months.
5. **Family Care Leave.** An employee may be granted once during his/her employment, an unpaid leave of absence including necessary extensions for a period not to exceed one (1) year to care for the employee's seriously ill or seriously injured spouse, child or parent who is dependent on the employee for care and support.

An employee on approved leave under this section, except for military leave, shall not accrue seniority.

6. **Leave for Union Office.** The Board may grant requests for leaves of absence to employees upon written request of the Union and upon written request of the employee, subject to the following limitations:
 - a. The written request of the Union shall be made to the Board and shall indicate the purpose of the requested leave of absence.
 - b. If the requested leave of absence is for the purpose of permitting the employee to serve in an elected or appointed office and it has an expiration date, this leave may cover the period from the initial date of election or appointment through the expiration day of the term of office.
 - c. If the requested leave of absence is for the purpose of permitting the employee to serve as staff representative for the International Union, such leave may be granted for the duration of this agreement and renewable thereafter.
7. **General Purpose Leave.** An employee may be granted a general purpose leave once during his/her employment. Request for a general purpose leave must be made in writing to the

Department of Human Resources at least sixty (60) days prior to the start of the leave. A general purpose leave will be granted for periods of no less than six (6) months and no more than one (1) year. An employee scheduled to return to work from a general purpose leave must submit his/her intent to return to work at least thirty (30) days prior to the termination date of the leave. An employee returning from a general purpose leave may only return to work through the bidding process into a vacancy that is posted at the time the employee is eligible to return to work due to termination of the leave per Article VIIC. Employees on general purpose leave will not accrue seniority while on such leave.

G. Return from Leave of Absence

An employee returning from an approved leave of absence of one year or less will be restored to an equivalent position in the employee's same classification. A request for early return from such leave shall be made thirty (30) calendar days in advance. Early return from such leave shall be at the discretion of the Board. It shall be the responsibility of the employee to contact the Human Resources Director as soon as possible but no later than thirty (30) calendar days prior to the scheduled expiration date of the leave if the employee intends to request an extension of the leave. Return from approved leave of more than one year shall be to the first vacant position for which the employee is qualified. Failure of the employee to report to work at the expiration of the leave shall constitute separation on the part of the employee. The above notwithstanding, return from military leave will be as provided by the law.

Any job vacant for more than ninety (90) days will be posted utilizing the bid procedure. Upon an employee's return from a leave of absence in excess of 90 days, they will be returned to the next open position available. If the employee refuses the assignment, they must resign.

ARTICLE XV. SCHOOL CLOSING

- A. In the event of a school closing, announcements are posted through local media. A district-wide call-out will inform all childcare staff of school closing when notice is given before the beginning of the school day, if they are not expected to report to work. Childcare employees will be paid for no more than two (2) snow days per year as determined by the Superintendent. Otherwise, if childcare employees are not expected to work, they will not be paid for that day.

For a general catastrophe that results in the closing of any individual school or schools, childcare employees may be relocated to assist at other childcare locations while the building is closed. If the childcare employee scheduled to work in their scheduled building cannot be placed elsewhere, through no fault of their own, they will be paid for the day.

- B. In the event that the schools are closed due to inclement weather or other reasons, and the Superintendent asks all Dearborn Public School staff to report to work, all childcare staff are to report to Snow School from 9 a.m. to 3 p.m. (instead of their regular shift) for an all-staff inservice meeting. Staff will be paid for the hours they attend the meeting on that day.

ARTICLE XVI. GENERAL EMERGENCY

A. Transportation

Parents will be responsible for their child's transportation to and from childcare. Program personnel will not assume responsibility for transportation to or from the sessions.

B. Late Pick-Ups

In the event a parent does not arrive by 6:00 p.m. to pick up his/her child, a childcare employee will remain with the child until the parent arrives. If the parent does not arrive by 6:30 p.m. and there has not been any contact with the parent or anyone on the emergency card who is willing to pick up the child, the childcare worker shall contact the Early Childhood Supervisor. The childcare employee, though, will remain with the child until appropriate arrangements have been made to pick up the child.

The childcare employee will receive straight time pay for the first fifteen (15) minutes worked past 6:00 p.m. and double time pay thereafter.

ARTICLE XVII. CHILDCARE WORKER RESPONSIBILITIES

A. Dress Code

All staff members are required to dress professionally. Slacks are permitted in the classroom. However, no blue jeans, tight pants, or athletic pants are allowed during times when children and/or parents are present. During the summer months, modest shorts and tops are acceptable. Open toed shoes, sandals, short shorts and thin strapped or strapless tops are unacceptable. Make up, hairstyles and jewelry should be appropriate, and perfumes and colognes are not allowed for the sake of allergic children and staff.

B. Telephone Use

1. The telephone shall be available and accessible in the building during the hours that the center is in operation. Pay telephones shall not be considered as meeting this requirement. Emergency telephone numbers, 911, including fire, police, poison control center, and ambulance, shall be conspicuously posted on or immediately adjacent to the telephone.
2. Telephone courtesy is essential. Parents (our customers) judge us on the basis of telephone conversations. When the childcare employee answers the phone, state the name of the childcare program, and then his/her own name. Provide the requested information regarding the program, discuss all matters with the same courtesy that he/she would appreciate, and treat every call as if it were extremely important - because it is.
3. Personal calls, both incoming and outgoing, are discouraged. Personal calls that must be made or received during working hours are permitted if they are held to a

minimum and do not interfere with the employee's work.

4. Cell phone usage is not permitted during work hours. Cell phones are prohibited in the classroom, as outlined in the Dearborn Public Schools Policy 7530.01 Staff Use of Cellular Telephones.

C. Professional Code

1. Childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers are expected to professionally conduct themselves as they carry out their responsibilities. Childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers need to establish and maintain good attitude, rapport, conduct and personal appearance, which will result in a positive effect on the health, welfare and morale of the children, parents and co-workers.
2. Abusive or demeaning language, negligence, carelessness, apathy, tardiness, insubordination, immoral or unethical actions, etc., will not be tolerated and will lead to disciplinary action leading up to and including discharge.
3. The childcare manager, lead childcare provider, assistant lead childcare provider, or childcare provider must remain in the room/center during his/her work shift.
4. When any staff member leaves the room/center for any reason, he/she must inform the remaining staff of his/her whereabouts or purpose, and be sure that the children are supervised.
5. Staff must accompany and remain with children when going outside. It is not permissible to supervise the children from indoors. Staff shall ensure that the equipment being used by the children is age appropriate. The ratio of staff and children during rest time shall comply with the State of Michigan Department of Human Services Office of Children and Adult Licensing.
6. Childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers will prepare the childcare site according to State of Michigan Department of Human Services Office of Children and Adult Licensing regulations. Staff members will have on file and maintain accurately: fully completed child information cards for each child enrolled; physical examinations/health appraisal forms and record or immunization for each child enrolled; daily attendance records; staff physical examinations within the past two years; staff TB tests within the past three years.
7. Picking up and returning AV materials, making copies, and checking the mail shall be done at a time when the employee is not in charge of children.

D. Attendance

1. Childcare employees will report to work on time at their regularly scheduled time each day they are scheduled to work.

2. Childcare employees who are unable to report to work will call the appropriate contact person per established procedures per Article XIII to ensure their responsibilities are covered during their absence.
3. Employees may only take time off as provided in the contract per Articles XIV and XXIA and C. Employees who do not have time available in either their sick leave or personal business leave banks may not take time off without pay without prior approval from the Supervisor of Human Resources. Time off under such circumstances is intended for the same reasons that are used for the use of sick time and will require documentation to verify it was for good and valid reasons.

ARTICLE XVIII. HEALTH, ACCIDENTS AND SAFETY

A. Health Requirements - Childcare Employees

All childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers are to have on file, both at the Early Childhood office and at the childcare site, a report signed by a licensed physician that declares, to the best of the physician's knowledge, the physical capability of the staff member to perform the duties required. This report shall be signed no more than six (6) months prior to, or thirty (30) days after, the start of employment and every two (2) years thereafter. All childcare staff are to have on file, both at the Early Childhood office and at the childcare site, evidence that the childcare employee is free from communicable tuberculosis, verified within one (1) year before employment and every year thereafter. This provision shall be consistent with the provisions of the Michigan Civil Rights Handicapped Act.

B. Accidents/Illness

1. Whenever a child is ill (running a temperature, lethargic, personality change, vomiting, etc.) or is injured in any way (i.e. bumping head, lacerations other than minor abrasions), the childcare employee must phone the parent to inform them of the occurrence and in some cases ask the parent to pick up the child. Major injuries require an accident report form, in addition to the phone call.
2. A form provided by the Board will be used for accidents of children that may require the assistance of a doctor. Inform the Early Childcare Program Supervisor and the Community Education Supervisor of the accident immediately. This mandates a phone call to the Early Childcare Program Supervisor and the Community Education Supervisor that day. The childcare manager, lead childcare provider, assistant lead childcare provider and childcare provider must inform parents of any minor or major accidents verbally and with an appropriate form as soon as possible.

C. Child Protection Law

All school employees are required to report any suspected cases of child neglect and/or child abuse. This requirement is covered under the provision of the Child Protection Law, Act 238, Public Acts of 1975, amended in 1985.

When child abuse or neglect is suspected the school employee must immediately make or cause to be made an oral report to the Wayne County Department of Human Services (WCDHS) (1-800-716-2234). An oral report must also be made to the building principal, the Early Childhood Supervisor (317-6536) and the Coordinator of Student Services (827-3005) immediately. THE EARLY CHILDHOOD OFFICE WILL BE RESPONSIBLE FOR FORWARDING THE WRITTEN REPORT TO THE STATE OF MICHIGAN DEPARTMENT OF HUMAN SERVICES OFFICE OF CHILD AND ADULT LICENSING .

D. Emergency Coverage for Children

The Building Engineer or Building Operations Specialist will make a good faith effort to be available to the childcare manager, lead childcare provider, assistant lead childcare provider and childcare provider in the event of an emergency in the childcare area. When a childcare manager, lead childcare provider, assistant lead childcare provider, or childcare provider ends their work day and leaves another childcare manager, lead childcare provider, assistant lead childcare provider or childcare provider alone, the childcare manager, lead childcare provider, assistant lead childcare provider or childcare provider will notify the building engineer, building operation specialist or appropriate custodian at that site. In the event a childcare manager, lead childcare provider, assistant lead childcare provider or childcare provider becomes incapacitated, the building engineer, building operations specialist or appropriate custodian will contact the appropriate childcare administrators. This proposal is subject with other affected bargaining units.

E. Working Conditions

The Dearborn Early Childhood program will make a good faith effort to follow State of Michigan Department of Human Services Office of Children and Adult Licensing guidelines concerning staffing and working conditions when practical and appropriate.

F. Removal of a Child

With prior approval from the Early Childcare Program Supervisor, childcare managers shall have the authority to suspend from the program any child whose behavior is consistently inappropriate, subject to existing procedures. Upon returning, if the child's disruptive behavior continues, the Childcare Manager may request that the child be dismissed from the program. Upon the return of a previously dismissed child, there shall be a conference with the assigned employees to insure that the reintegration of the child into the program is successful.

G. General

The Board and the Union will cooperate in the objective of eliminating safety and health hazards. The Board will make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards.

It is recognized that emergency circumstances may arise, and the Board will make satisfactory arrangements for immediate protection of the affected employee, and the

general public in an expeditious manner.

H. Employee Injury

Any childcare manager, lead childcare provider and childcare provider injured while on duty is required to fill out an employee injury form and call the Early Childhood Supervisor as soon as possible.

Medical treatment is provided only at the districts designated occupational health clinic (currently Midwest Health Clinic). The employee will use the referral form for treatment at these centers.

ARTICLE XIX. SEXUAL HARASSMENT

The Union and the Board agree that they will comply with all applicable equal opportunity and anti-discrimination laws.

1. It is the Dearborn Public Schools firm policy that it will not permit, and will take strong action against any sexual harassment of its employees by anyone and particularly by fellow employees or management. The Equal Employment Opportunity Commission defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct and communication of a sexual nature when either:
 - a. submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's hiring or employment, or:
 - b. such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive employment environment.
2. Because sexual harassment is difficult to define with precision, interested employees are invited to contact the Human Resources Department for clarification of this policy. It is the Dearborn Public School's policy that its employees may not be subjected to this type of conduct. If it comes to the attention of the Board that an employee has violated this policy, prompt disciplinary action will be taken which may include dismissal. Also, if someone other than a co-worker violates this policy, the Board will take appropriate action to discourage such offensive behavior.
3. Any employee who believes he/she is subject to any type of discrimination or sexual harassment must report such to their immediate supervisor or bring their complaint to the attention of the Director of Human Resources or any member of the Administration. It will investigate each complaint thoroughly and confidentially.
4. All grievances related to sexual harassment will begin at Step 3 of the grievance procedure as contained in this agreement.

Article XX. SALARY SCHEDULE AND RELATED MATTERS

A. Step Definition

1. Step 1 is defined as any employee with less than one (1) year seniority within that classification as of September 1st.
2. Step 2 is defined as any employee with one (1) year seniority but less than two (2) years seniority within that classification as of September 1st.
3. Step 3 is defined as any employee with two (2) or more years of seniority within that classification as of September 1st.

B. Effective Date

Employees hired on or after March 1, but before September 1, for salary purposes only, will be treated as though their effective date of hire was September 1 of that next school year.

C. Salary Schedule

Effective upon Ratification 2018 through 8-31-2019 – 3% over current wage

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Childcare Manager	\$15.07	\$15.78	\$16.52
Lead Childcare Provider	\$10.83	\$11.55	\$12.27
Childcare Provider	\$ 9.25	\$ 9.29	\$9.69

Any negotiated wage less than the State of Michigan minimum wage shall be paid at the minimum wage rate. Any employee making minimum wage shall be allowed the September step increase to the next higher step above minimum wage. Less than 2018 minimum wage of \$9.25.

There shall be a reopener on or before August 31, 2019 for the September 1, 2019 salary adjustment.

There shall be a reopener on or before August 31, 2020 for the September 1, 2020 salary adjustment.

- D. Each employee shall receive an additional ten cents (10¢) per hour above the wage scale set forth on their fourth (4th) anniversary date of hire, an additional fifteen cents (15¢) per hour on the fifteenth (15th) anniversary date of hire, an additional twenty cents (20¢) per hour on the twentieth (20th) anniversary date of hire.

E. Set Up Time

All childcare managers, lead childcare providers and childcare providers will be given two

(2) clean-up days before school opens in the fall and after school closes in the summer. On clean-up days, all employees shall be paid for time worked, not profile hours.

F. Set Up Days

Any year-round childcare program shall be closed one week prior to the beginning of the school year for the purpose of inservice, preparation and cleaning, subject to budget constraints. Employees shall be paid at their regular rate.

G. Planning Time

On a case by case basis, the Early Childcare Program Supervisor may authorize one (1) additional paid hour weekly for a childcare manager, lead childcare provider, assistant lead childcare provider or childcare provider for planning at a time when they are not responsible for children.

H. Billing Time

All childcare managers or lead childcare providers assigned billing responsibilities will be compensated one (1) additional hour per month for paperwork related to billing, staffing, ordering and licensing. Additional hours are subject to approval by the Early Childcare Program Supervisor.

I. Travel Reimbursements

Employees will be reimbursed when on business for Dearborn Public Schools at the IRS allowable rate per actual mile plus parking. Employees shall receive their regular hourly wage while on business for the program.

J. Temporary Assignments

The employer may temporarily assign an employee to perform duties and responsibilities of another classification. To be eligible for temporary assignment pay for all hours worked under such circumstances, the employee must be directed by the employer to perform the duties and assume the responsibilities of a different classification.

K. All members shall have 100% of their wages paid through direct deposit.

ARTICLE XXI. BENEFITS

A. Effective July 1, 2012 employee will earn two non cumulative personal business days and four cumulative sick days each school year, which shall accumulate. 12 month employees will earn an additional 1 sick day. Time credited will be calculated based on the total hours scheduled per week and dividing by five. Personal business days not used prior to the end of the school year shall be added to the employee's sick bank.

B. Health Dental and Optical Insurance.

1. All child care workers receiving health, dental and optical insurance benefits prior to ratification of this agreement shall continue to have coverage at the level in place at the time of ratification through June 30, 2013.
2. Effective July 1, 2013 benefits paid by the district shall be limited based on the single coverage hard caps established under Public Act 152 of 2011. The cap, though not required bylaw, shall apply to dental and vision benefits.
 - a. Employees scheduled to work eighty (80) hours per pay period shall be eligible for 100% of the hard cap benefit. Employees schedule to work seventy (70) or more hours but less than eighty (80) hours per pay period shall be eligible for 87.5% of the hard cap. Employees schedule to work sixty (60) or more hours but less than seventy (70) hours per pay period shall be eligible for 75% of the hard cap. Employees working less than sixty (60) hours per pay period shall not be eligible for benefits.
 - b. Notwithstanding paragraph a above those employees working fifty (50) hours per pay and receiving health, dental and optical benefits on June 30, 2013 shall be eligible for benefits with the employer paying 75% of the single coverage hard cap.
 - c. Notwithstanding paragraph a and b above employees with seniority dates earlier than October 1, 1994 shall be eligible for benefits with the employer paying eighty percent (80%) of full single coverage or the hard cap coverage premium whichever is lower.
3. Health, Dental and Vision insurance plan design shall be determined by the district after consultation with the union.

- C. Each childcare employee will be allowed to take three (3) days per year for the purposes of bereavement in the event of the death of an immediate family member. These days shall be deducted from the accumulated sick leave of an employee. The immediate family will be considered relations up to and including first cousins of the employee and employee's spouse or domestic partner.

ARTICLE XXII. MISCELLANEOUS BENEFITS

A. Library Card

The Henry Ford Centennial Library located in Dearborn, Michigan will be provided a list of individuals employed as childcare workers in the Dearborn Public Schools.

B. Graphics Lab

The Graphics Lab at the Ten Eyck Administrative Service Center will be provided a list of

individuals employed as childcare workers in the Dearborn Public Schools. The services available in the Graphics Lab are subject to budgetary constraints.

C. Holidays

Each childcare worker will receive one day's pay (based on their regular profile) for the six (6) holidays listed below:

Thanksgiving	Thursday
Thanksgiving	Friday
Winter Break	December 25 th or the Monday following if on a weekend
Winter break	January 1 st of the Monday Following if on a weekend
Spring Break	Friday
Memorial Day	Monday

Employees must work their scheduled work day prior to and after or be on approved paid leave in order to be eligible for holiday pay.

D. Schedule for Early Release and Conference Days

If needed and where practical, the Early Childhood Office will provide each childcare location with a schedule of early release and parent/teacher conference days for their location on a bi-monthly basis.

E. Credit Union

Childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers are eligible to use the Member Focus Community Credit Union located at 6246 Chase Road.

F. Staff Childcare Costs

Tuition costs for children of all regular childcare workers using Dearborn Public Schools Childcare services will be one half of existing tuition rates. The employee is responsible for the full cost of registration fees and the full cost of any field trips and bus charges.

G. Staff Meeting and Advisory Team

The Early Childhood Supervisor will hold at least four paid meetings each year with school age and all-day preschool childcare staffs with at least one of these meetings for the staffs combined. Attendance is mandatory for all employees designated to attend by the Childcare Supervisor unless prior approval to be excused is obtained from the Childcare Supervisor and documentation indicating a good a valid reasons for being excused is presented the next work day.

H. Site Visitation

Whenever possible, the Early Childhood Supervisor shall visit each site at least one time per year to consult with staff on program operations.

I. Supplies

The Childcare Manager is responsible for ordering items through the recommended vendors as approved by the Early Childhood Supervisor.

J. Mail Service

1. The Union shall be permitted to use the employee's mailboxes to communicate on issues such as individual or group grievances, notice of meetings and all other matters, which originate from conducting business with the Board.
2. The use of the inter-school mail shall be restricted to only that mail necessary to conduct business with or communicate with members regarding Union activities. No partisan political literature nor materials ridiculing individuals by name or obvious direct reference nor defamatory or detrimental to the Board or Union, shall be distributed through the mail system.
3. The Board shall be held harmless for delivery and security of such mail, including mail directed to Union members from outside the agency. However, the Board shall not intentionally open, alter, intercept, delay, or in any manner tamper with articles so mailed, if marked "UAW confidential."

K. Labor-Management

The parties agree that one way to sustain an atmosphere of working together as partners to provide a healthy atmosphere for not only the children in the District's care, but also the employees, is for employees to have various avenues to address issues and concerns. The Employer encourages employees to do so without fear of reprisal.

Labor/management meeting present one opportunity for this "partnership" to be explored and developed. These meetings shall be for the purpose of maintaining communication in order to cooperatively meet and confer on problems of mutual concern to the parties. It is hoped that these meetings will be opportunities for constructive input into the means, manner and methods of service delivery, with the understanding that the Employer is in no way waiving its management rights in these areas. The agenda will be jointly developed in advance of said meetings.

Labor/management meetings may be requested by either party. Meetings will be held no more than quarterly. The Union will be represented by at least two (2), members selected by the Union. The Employer's representatives will not exceed the number of Union Representatives on this Committee.

Should any Federal or State law, municipal ordinance, or any court, or funding source order or ruling conflict with any provisions of this Agreement. The provisions so affected will be amended or deleted to the extent necessary to conform to the said law, ordinance, order or ruling. In all other respects, this Agreement shall continue in full force and effect.

ARTICLE XXIV. MANAGEMENT RIGHTS

A. Definition

The Board retains the sole right to manage its affairs, including but not limited to, the right to plan, direct and control its operations; to determine and redetermine the location of its facilities; to decide and redecide the business hours of its establishments; to decide and redecide the types of services it shall provide, including the scheduling and means of providing such services; to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its operations; to promulgate and repromulgate work rules; to hire, layoff, assign, transfer and promote employees; and to determine and redetermine the starting and quitting time, work schedules and the number of hours to be worked; the number of the work force, and to determine and redetermine the qualifications of its employees, standards of work and quality of service; and all other rights and prerogatives including those exercised as in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

B. Subcontracting

Local 174 recognizes the right of the Board to subcontract any work.

C. Discipline and Discharge

The Board retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

ARTICLE XXV. DURATION OF THIS AGREEMENT

This agreement is effective upon ratification and Board approval and shall continue in full force and effect until August 31, 2020.

ARTICLE XXVI. GRIEVANCE PROCEDURE

- A. A grievance is a complaint by an employee in the bargaining unit concerning any alleged violation of this Agreement. The employee will first discuss the grievance with their immediate supervisor on an informal basis.
- B. If the matter is not resolved, all grievances will be handled in the following manner:
Step 1 - Within fifteen (15) working days of the occurrence or within fifteen (15) working days after a reasonable and prudent person should have discovered the facts on which the grievance is based, the employee will file a written grievance on the grievance form with his/her supervisor, with copies to the Union and the Human Resources Department. The

supervisor will give written reply to the employee filing the grievance within ten (10) working days with copies to the Union and the Human Resources Department.

Step 2 - Within fifteen (15) working days after delivery of the supervisor's decision, the grievance may be appealed to the grievance committee. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. Within fifteen (15) working days after delivery of the appeal, two members designated by the Union and two members designated by the Board, shall have a grievance hearing. Within fifteen (15) working days after the hearing, the employer will forward its decision in writing, together with reasons, to the Union.

Step 3 - Within fifteen (15) working days after delivery of the grievance committee's decision, the grievance may be appealed to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. Within fifteen (15) working days after delivery of the appeal, the Superintendent or Superintendent's representative shall investigate the grievance. As part of this investigation, the Superintendent or Superintendent's representative shall give the person or persons who presented the grievance at Step 2 a hearing in the presence of the Union representative. Within fifteen (15) working days after the hearing, the Superintendent or the Superintendent's representative shall communicate the decision in writing, together with reasons, to the aggrieved employee and to the Union.

Step 4 - Within fifteen (15) working days after delivery of the Superintendent's decision, either party may request the services of the State Mediator's office. Should such a request be made, the parties will utilize the services of the State Mediator to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure. Should a resolution not be reached, then the parties may proceed to arbitration.

Step 5 - If the Union is dissatisfied with the decision of the Superintendent, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Superintendent of Schools and the Michigan Employment Relations Commission (MERC) labor arbitration service within ten (10) working days after the Union's receipt of the decision of the Superintendent. The arbitrator shall be selected from a list of candidates provided by MERC and the arbitration shall be conducted under the rules of MERC labor arbitration service. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this Agreement and, if he/she finds a violation, the appropriate relief.

The arbitrator's award shall be final and binding on the Board and the Union and any employees involved unless the Board, by vote of at least two-thirds (2/3) of its members taken within twenty (20) working days after receipt of the arbitrator's decision, shall elect to treat the award as advisory rather than final or binding. In such event, the award shall not be final and binding but shall be advisory only.

- C. If, in the judgment of the Union, a grievance affects a group or class of employees, the

Union may submit such grievance in writing directly at Step 1. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is based.

- D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the same time which would have been allotted had the decision been given; provided; however, that if the decision is not made and communicated to the employee and the Union for this purpose, any notice postmarked within the time limits and mailed to the employee and the Union at its last known address shall be within the time limits; further, in connection with a Union grievance, no employee need be notified.
- E.
 - 1. Failure to commence to process the grievance within the time limits set forth above shall bar the grievance.
 - 2. Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.
- F. Any individual employee may present a grievance and have the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, providing the Union has been given an opportunity to be present at such adjustment at all steps.
- G. A Union representative may be present at all steps of the grievance procedure. In the event a Union representative is not present or does not consent to the resolution of the grievance, any settlement shall not be used by either party in any other grievance or arbitration proceeding.
- H. Any agreement reached through the grievance procedure will be implemented promptly.

ARTICLE XXVII. TERMINOLOGY

ALL DAY PRESCHOOL CHILDCARE PROGRAM

Includes children ages 2 years 9 months through 6 years

CHILD INFORMATION CARD

Distributed by State of Michigan, Family Independence Agency contains all emergency information on each child and is to be kept on file at site.

STATE OF MICHIGAN DEPARTMENT OF HUMAN SERVICES OFFICE OF CHILDREN AND ADULT LICENSING

(Formerly Family Independence Agency)
LESSON PLANNING TIME

Time for planning activities for the children.

NAEYC

National Association for the Education of Young Children.

RATIO

Number of children per adult as determined by the State of Michigan Department of Human Services Office of Children and Adult Licensing.

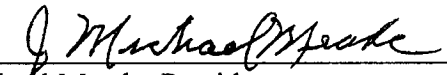
SCHOOL AGE CHILDREN

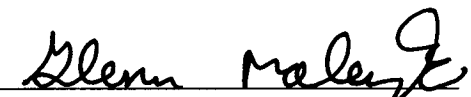
Can include children grades K through 8th.

SET-UP TIME

Time allotted to organize childcare site, including any paperwork, classroom layout, etc.

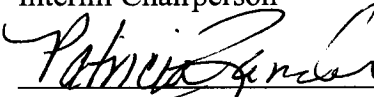
BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF DEARBORN
(Signed)


Michael Meade, President


Glenn M. Maleyko, PhD., Superintendent

UAW Local 174
CHILDCARE WORKERS
(Signed)


Moneisha Jones-Thomas
Interim Chairperson


Patricia Zander
Trustee


Charles Kincaid
1st Vice President Local 174


John Zimmick
President, UAW Local 174


Rory Gamble, Regional Director
UAW Region 1-A

LETTER OF AGREEMENT #2
BETWEEN
DEARBORN CHILDCARE WORKERS OF THE INTERNATIONAL WORKERS
OF AMERICA, UAW AND ITS LOCAL 174 AND
DEARBORN BOARD OF EDUCATION

Each childcare worker will receive one day off work without pay (based on their profile) each year for care of family. This day may be used as follows:

1. The care of family day is to be used to care for ill members of the immediate family, including husband, wife, children, father, mother, brother, sister, grandparents, aunt, or uncle.
2. The employee is responsible for securing a substitute following the guidelines in Article XIII.
3. The employee is entitled to one day, without pay, equal to their profile. It can not be taken in hourly increments.

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

For the UAW Local 174
Childcare Workers

Brian Whiston, Superintendent
Superintendent

Paula Selby
UAW International Representative

Date: _____

Date: _____

APPENDIX A

Job Descriptions

DEARBORN PUBLIC SCHOOLS PROFESSIONAL STAFF POSITIONS CHILDCARE DEPARTMENT

TITLE: Childcare Provider for Preschool Childcare or School Age Childcare Program

QUALIFICATIONS:

1. High School Diploma.
2. Must be at least 18 years of age.
3. Current certification in CPR and First Aid.
4. Prior childcare experience and is of good reputation.
5. Such alternatives to the above qualifications as the Early Childhood Programs Supervisor may find appropriate and acceptable.

REPORTS TO: Early Childhood Programs Supervisor

JOB GOAL: To assist in the implementation of a well organized, smoothly functioning environment in which students can take full advantage of the program and available resource materials.

PERFORMANCE

RESPONSIBILITIES:

1. Distribute and collect materials.
2. Assist in planning and preparing a safe learning environment, setting up interest centers, preparing needed materials and supplies, and carrying out activity plans as designated by the Lead Childcare Provider and/or the Childcare Manager, and in accordance with the policies and philosophy of the childcare program of Dearborn Public Schools.
3. Assist in keeping up the ordered arrangements, appearance, décor and the learning environment of the classroom.
4. Supervise children during indoor and outdoor activities.
5. Read to children, listen to children read and participate in other forms of oral communication with students.
6. Help children use equipment or materials.

Childcare Provider (cont)

7. Assist with snack, meal and cleanup routines.
8. Help children with their clothing, lunches and activities.
9. Develop effective communication with the parents of children enrolled in the program.
10. Keep bulletin board and other classroom learning displays up to date.
11. Participate in a minimum of 16 hours of in-service training annually as assigned by the Early Childhood Supervisor.
12. Report accidents or injuries or any other problems to the Lead Childcare Provider and/or Childcare Manager, including the nature of the situation and action taken; and prepare an accident report.
13. Carry out other responsibilities as assigned by the Lead Childcare Provider, Childcare Manager and/or Early Childhood Supervisor.
14. Perform such other duties as assigned by the Lead Childcare Provider, Childcare Manager and/or the Early Childhood Programs Supervisor.

10/18/17

**DEARBORN PUBLIC SCHOOLS
PROFESSIONAL STAFF POSITIONS
CHILDCARE DEPARTMENT**

TITLE: Multi-site Childcare Manager for School-Age Childcare Program

REPORTS TO: Early Childhood Programs Supervisor

QUALIFICATIONS:

1. Completed a Bachelor of Science or Bachelor of Arts degree in a child related field.
2. Current CPR/First Aid infant child/adult certification.
3. Completed 2 semester hours in Childcare Administration at an accredited college or university.
4. Must be at least 21 years of age.
5. Demonstrate aptitude and or competence for assigned duties and tasks and is of good reputation.
6. Be at the site a minimum of one session per week and document site visits with dates and times.
7. Multi-site program manager shall meet the 16 hour yearly training requirements not including CPR/First Aid or bloodborne pathogen training.

REPORTS TO: Early Childhood Programs Supervisor

JOB GOAL: To establish an enriching and fulfilling atmosphere for children and establish appropriate leadership and control within the School-Age Childcare program.

**ASSIGNED DUTIES
& RESPONSIBILITIES:**

1. Arrive 15 minutes prior to the official starting time of program.
2. Plan, supervise and implement the program in accordance with the policies and philosophy of the school as stipulated in the childcare parent handbook, the childcare administrative and staff handbook and according to the Department of Social Services child day care licensing regulations.

3. Supervise and observe staff members, and assist the Early Childhood Programs Supervisor in evaluating Lead Childcare Providers and Childcare Providers.
4. Responsible for the ordered arrangement, appearance, décor, and learning environment of the classroom(s), delegating and supervising these activities as appropriate. Written feedback to staff will be required as directed by the Early Childhood Programs Supervisor.
5. Meet with the Early Childhood Programs Supervisor on a periodically to discuss plans, activities and problems.
6. Plan and prepare a safe orderly learning environment, setting up interest centers, and preparing needed materials and supplies, delegating and supervising these activities as appropriately.
7. Resolve problems with parents, children and staff with a positive, constructive approach.
8. Check and record attendance; complete sign-in/out sheets, or delegate and supervise these activities as appropriate.
9. Plan and supervise indoor and outdoor activities in assigned areas.
10. Read to children, listen to children read, and participate in other forms of oral communication with children. Assist children when the need arises, with clothing, lunches, activities, etc.
11. Develop effective communication with the parents of children enrolled in the program.
12. Check the physical set-up for the lunchroom, schoolroom, and playground equipment and report any routine hazards which would offer actual or potential threat to the children under supervision.
13. Report accidents or injuries or any other problems to the building principal, the Early Childhood Programs Supervisor, including the nature of the situation and action taken, and prepare an accident report when necessary as directed by the building principal.
14. Participate in-service training programs as as assigned by the Early Childhood Programs Supervisor.
15. Meet with the building principal periodically to review and discuss policies, procedures and matters of mutual concern.

16. Participate in activities as requested by the building principal, or other responsibilities and duties as assigned by the Early Childhood Programs Supervisor.
17. Perform such other duties as assigned by the Early Childhood Programs Supervisor and/or the Community Education Supervisor.
18. Substitute at another site if needed.

10/18/17

**DEARBORN PUBLIC SCHOOLS
PROFESSIONAL STAFF POSITIONS
CHILDCARE DEPARTMENT**

TITLE: Childcare Manager for All Day Preschool Childcare

REPORTS TO: Early Childhood Programs Supervisor

QUALIFICATIONS:

5. Completed a Bachelor's degree or higher in early childhood education or child development.
6. OR completed a Bachelor's degree or higher in a child related field with 18 semester hours in early childhood education or child development and 480 hours of experience with preschool and/or toddler children within the last 5 years.
7. OR completed an Associate's degree in early childhood education or child development with 480 hours of experience with preschool and/or toddler children within the last 5 years.
8. OR have a current Child Development Associate credential (CDA) with 18 semester hours in early childhood or child development and 960 hours of experience with preschool and/or toddler children within the past 5 years.
9. OR 60 semester hours of credit at an accredited college or university with 18 semester hours in early childhood education or child development and 1,920 hours of experience with preschool and/or toddler children within the past 5 years.
6. Completed 2 semester hours in Childcare Administration at an accredited college or university.
7. Completed 3 semester hours on Infant/Toddler development at an accredited college or university. (Required for sites with Infant/Toddler programs).
8. Current certification in CPR and First Aid.
9. Be at least 21 years of age.
10. Demonstrate aptitude and/or competence for assigned duties and tasks and is of good reputation.

11. Such alternatives to the above qualifications as the Early Childhood Programs Supervisor may find appropriate and acceptable.

JOB GOAL: To establish an enriching and fulfilling atmosphere for children and establish appropriate leadership and control with the All Day Preschool Childcare program, Toddler program, and School-Age Childcare when housed in the same building.

ASSIGNED DUTIES
& RESPONSIBILITIES:

19. Assume responsibility to arrive 15 minutes prior to the official starting time of program.
20. Plan, supervise and implement the program in accordance with the policies and philosophy of school, as stipulated in the childcare parent handbook and the childcare administrative and staff handbook, and according to the State of Michigan Child Day Care Licensing Regulations.
21. Supervise and observe staff members, and assist the Early Childhood Supervisor in evaluating Lead Childcare Providers and Childcare Providers.
22. Be responsible for the ordered arrangement, appearance, décor, and learning environment of the classroom(s), delegating and supervising these activities as appropriate.
23. Meet with the Early Childhood Supervisor on a periodic basis to discuss plans, activities and problems.
24. Plan and prepare a safe orderly learning environment, setting up interest centers, and preparing needed materials and supplies, delegating and supervising these activities as appropriate.
25. Plan menus, order and shop for food and prepare lunches and snacks, or delegate and supervise these activities as appropriate.
26. Resolve problems with parents, children and staff with a positive constructive approach.
27. Check and record attendance; collect and record fees, or delegate and supervise these activities, as appropriate.
28. Plan and supervise indoor and outdoor activities in assigned areas.

29. Read to children, listen to children read, and participate in other forms of oral communication with children. Assist children when the need arises, with clothing, lunches, activities, etc.
30. Develop effective communication with the parents of children enrolled in the program.
31. Check the physical set-up for the lunchroom, schoolroom, and playground equipment and report any routine hazards which would offer actual or potential threat to the children under supervision.
32. Report accidents or injuries or any other problems to the building principal, the Early Childhood Programs Supervisor, including the nature of the situation and action taken, and prepare an accident report when necessary as directed by the building principal.
33. Participate in a minimum of 24 hours of in-service training annually as assigned by the Early Childhood Programs Supervisor.
34. Meet with the building principal periodically to review and discuss policies, procedures and matters of mutual concern.
35. Participate in activities as requested by the building principal, or other responsibilities and duties as assigned by the Early Childhood Programs Supervisor.
36. Perform such other duties as assigned by the Early Childhood Programs Supervisor.
37. Substitute at another site if needed.

10/18/17

**DEARBORN PUBLIC SCHOOLS
PROFESSIONAL STAFF POSITIONS
CHILDCARE DEPARTMENT**

TITLE: Multi-site Childcare Manager for School-Age Childcare Program

REPORTS TO: Early Childhood Programs Supervisor

QUALIFICATIONS:

10. Completed a Bachelor of Science or Bachelor of Arts degree in a child related field.
11. Current CPR/First Aid infant child/adult certification.
12. Completed 2 semester hours in Childcare Administration at an accredited college or university.
13. Must be at least 21 years of age.
5. Demonstrate aptitude and or competence for assigned duties and tasks and is of good reputation.
6. Be at the site a minimum of one session per week and document site visits with dates and times.
7. Multi-site program manager shall meet the 16 hour yearly training requirements not including CPR/First Aid or bloodborne pathogen training.

REPORTS TO: Early Childhood Programs Supervisor

JOB GOAL: To establish an enriching and fulfilling atmosphere for children and establish appropriate leadership and control within the School-Age Childcare program.

**ASSIGNED DUTIES
& RESPONSIBILITIES:**

38. Arrive 15 minutes prior to the official starting time of program.
39. Plan, supervise and implement the program in accordance with the policies and philosophy of the school as stipulated in the childcare parent handbook, the childcare administrative and staff handbook and according to the Department of Social Services child day care licensing regulations.

40. Supervise and observe staff members, and assist the Early Childhood Programs Supervisor in evaluating Lead Childcare Providers and Childcare Providers.
41. Responsible for the ordered arrangement, appearance, décor, and learning environment of the classroom(s), delegating and supervising these activities as appropriate. Written feedback to staff will be required as directed by the Early Childhood Programs Supervisor.
42. Meet with the Early Childhood Programs Supervisor on a periodic basis to discuss plans, activities and problems.
43. Plan and prepare a safe orderly learning environment, setting up interest centers, and preparing needed materials and supplies, delegating and supervising these activities as appropriately.
44. Resolve problems with parents, children and staff with a positive, constructive approach.
45. Check and record attendance; complete sign-in/out sheets, or delegate and supervise these activities as appropriate.
46. Plan and supervise indoor and outdoor activities in assigned areas.
47. Read to children, listen to children read, and participate in other forms of oral communication with children. Assist children when the need arises, with clothing, lunches, activities, etc.
48. Develop effective communication with the parents of children enrolled in the program.
49. Check the physical set-up for the lunchroom, schoolroom, and playground equipment and report any routine hazards which would offer actual or potential threat to the children under supervision.
50. Report accidents or injuries or any other problems to the building principal, the Early Childhood Programs Supervisor, including the nature of the situation and action taken, and prepare an accident report when necessary as directed by the building principal.
51. Participate in-service training programs as assigned by the Early Childhood Programs Supervisor.
52. Meet with the building principal periodically to review and discuss policies, procedures and matters of mutual concern.

53. Participate in activities as requested by the building principal, or other responsibilities and duties as assigned by the Early Childhood Programs Supervisor.
54. Perform such other duties as assigned by the Early Childhood Programs Supervisor and/or the Community Education Supervisor.
55. Substitute at another site if needed.

10/18/17