

**LETTER OF AGREEMENT BETWEEN DEARBORN BOARD OF EDUCATION AND THE DEARBORN  
FEDERATION OF SCHOOL EMPLOYEES**

**SE Paraprofessionals - Departmental  
2024-25**

The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation of School Employees (hereinafter referred to as the DFSE) agree to the following.

**Special Education Paraprofessional Staffing**

Article 4C: Seniority

7. In order to ensure Special Education paraprofessional placements and reassignments may be adjusted as needed to best meet the needs of the Special Education students and buildings **SE paraprofessionals will now be departmental, therefore, current Special Education paraprofessionals will not be able to bid on posted Special Education paraprofessional positions.** The Special Education Director and Human Resources will confer with the ~~DFSE President, Principal and paraprofessional~~ prior to implementing reassignments ~~outside of the contractual bid process.~~

**Special Education Paraprofessionals will have the opportunity to request their placement for the following school year prior to the SE staffing process each spring. The Employer and the Union agree to develop a method for the Special Education Paraprofessionals to request their desired placement to be considered for the following year.**

~~A special education paraprofessional whose position is eliminated will be able to bump into one of the five least senior positions in the special education paraprofessional classification for which the employee is qualified and in which the employee's current benefit level is maintained.~~

~~Should this be impossible, the employee may bump one of the five least senior positions in that classification for which the employee is qualified at a different benefit level. If this is not possible, the employee may bump the least senior person in a lower classification on the same shift or, if there is no least senior employee on the same shift, the employee may bump the least senior employee on another shift.~~

The SE paraprofessional staffing process occurs in the spring of each school year (beginning with spring 2025) and reassignments, if any, are effective for the following school year.

**DFSE Dues Withholdings**

A. Membership

1. The Union shall provide the Employer a list of persons who are members of the Union and wish to have dues withheld by Dearborn Public Schools. Upon receipt of that list to be received two weeks prior to the first withholding of the school year, the Employer will withhold the appropriate amount of dues from Union members' wages. The Union shall notify the Employer of the amount of dues to be collected.
2. Any unit member who is hired after August 1st, 2024 and chooses to become a member of the Union shall complete and sign a Union membership form, which shall authorize the employer to withhold Union dues

from their wages. A list of new members, along with dues amounts, will be sent to payroll after board approval each month and will start on the next available pay period.

3. The membership form shall be prepared by the Union and be acceptable to the Employer, provided that the Employer may not unreasonably reject the text of the form. The Union may change the text of the form from time to time and the Employer shall be provided notice of any change and a copy of the modified form. The payroll authorization form to remove funds from the members accounts shall be managed by the DFT according to the payroll audit rules.
4. All sums withheld by the Employer shall be remitted to the financial officer of the Union within ten (10) days of each bi-weekly withholding in the months in which the withholdings are made, together with a list of names and the amount withheld for each employee for whom a withholding was made.
5. Changes in the amount of the monthly Union dues must be delivered to the Employer at least thirty (30) calendar days prior to the last payday of the calendar month on which the change is to become effective.
6. A data file documenting each withholding will be transmitted to the Union in a payroll-generated SMART (or equivalent electronic format) report after each pay period in which dues are withheld, including a year-end report.
7. Members with outstanding balances may be allowed to pay off the balance in total or add outstanding balance to be distributed in next year's dues. The Union will submit information to the District about how outstanding balances are to be handled for those members with such balances.
8. DFSE leadership will submit information according to the payroll schedule.
  - a. Union Dues will be collected for 20 pays only. This ensures the withholdings are for the current year.
  - b. Payroll will make up to one change per year to the union dues amount.

#### B. Change of Member Status

1. To withdraw their authorization of membership dues withholdings, an Employee must notify the Union in writing that they wish to withdraw from membership and remove their authorization of dues withholdings.
2. Payroll withholdings of dues will cease as soon as practicable upon the Union's receipt of notice from the member that they wish to end membership and communication of that change to the Employer.

#### C. Payroll Withholding of Voluntary Contributions

1. Union members may also authorize the withholding of voluntary contributions to the Union's political action fund.
2. The Employer agrees to collect such withholdings according to the same process as provided for dues above.
3. Payroll will make up to one change per year to the withholding amount.

#### D. Indemnification

1. The union agrees to defend, indemnify and save the Employer harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, the Employer shall give timely notice of such action to the Union.

- 2. The Employer agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels.

**Clerical Compensation**

In 2023-24 the receptionist classification was solely supposed to receive an additional 50 cents per hour for compensation. However, the additional 50 cents per hour was erroneously paid to all clerical classifications (media secretary, building secretary, and secretary 4). The overpayment occurred for the entire 2023-24 school year and September, October and November of the 2024-25 school year totalling an estimated \$85k. The overpayment will cease effective December 1, 2024. The employees that were overpaid will not be required to reimburse the District. This is a good faith gesture and is not a precedent setting agreement.

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

Glenn Maleyko  
Dr. Glenn Maleyko, Superintendent

11-1-24  
Date

For the Dearborn Federation of School Employees

Al Lerini  
Al Lerini, DFSE President

11-1-24  
Date