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

# Discipline and Discharge & Professional Responsibilities of Unit Members

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

### ARTICLE VI - PROFESSIONAL RESPONSIBILITIES OF UNIT MEMBERS

## A. Elementary Teachers

1. All full time elementary teachers, including special area teachers, shall be assigned by the building administrator the equivalent of six class periods, within three larger instructional blocks, a planning period, and a forty (40) minute duty-free lunch period that includes transition time daily. Exceptions to class scheduling may be made in buildings where experimental programs are implemented with the agreement that such scheduling shall not exceed the equivalent of thirty (30) instructional class periods per week.

Special area teachers shall be assigned by the building administrator a forty (40) minute duty-free lunch period that includes transition time daily. Special area teachers shall be assigned five planning periods. One day per week may have up to two planning periods.

On non-Early Release years, planning time will revert back to previous language: Elementary teachers shall be scheduled for a minimum of 270 minutes planning time per week.

In any year, in the event of an administrative directive resulting in a teacher missing prep time, the administration must determine how to recover the missing prep time after consultation with the teacher. This clause is exclusive of teacher attendance at special events such as, but not limited to, field trips or school trips.

2. District provided planning time is to be utilized for lesson planning, parent meetings, instructional coaching, meeting in collaborative teams to implement the PLC process, examining standards, identifying essential standards and pacing, creating common formative assessments, instructional dialogues, analyzing student data/work and planning for interventions and/or enrichment, meeting with

administrator, IEP meetings, creating behavior plans, MTSS meetings, other duties as assigned to meet the needs of all students.

Administrators may designate up to one three planning periods per week within a two week period specifically for non-PLC related tasks, such as: parent meetings, instructional coaching, meeting with administrators, IEP meetings, creating behavior plans, or other duties as assigned to meet the needs of all students.

When District Required Courses need to be completed, teachers will complete them during a planning period that week which will count as the one admin-directed planning period that week.

During Early Release years, during the weeks in which the Early Release day is not implemented, the admin will not designate a planning period.

8. During the early release day schedule, the elementary schedule will change as follows: three minute transitions, one recess, forty minute lunch including transition time and six 45-minute class periods daily, and may result resulting in no planning time for special area teachers on those days.

When a planning period is not assigned on an early release day, S special area teachers will be released from 45 minutes of supervisory duty per week to be used for planning time. If a planning period is assigned on an early release day, the planning period counts toward the total allotment of 5 planning periods per week for the special area teacher.

## B. Secondary Teachers

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

Administrators may designate up to one three planning periods per week within a two week period specifically for non-PLC related tasks, such as: parent meetings, instructional coaching, meeting with administrators, IEP meetings, creating behavior plans, or other duties as assigned to meet the needs of all students.

Part time and shared time teachers' schedules will not include a scheduled planning period. Time scheduled and paid will be based on a 0.2 FTE per class

assigned (1 class = 0.2, 2 classes = 0.4, 3 classes = 0.6 and 4 classes = 0.8).

### ARTICLE XLVII- DISCIPLINE AND DISCHARGE

- I. The following will apply to all non-probationary members:
  - A. No employee shall be disciplined, given a written reprimand, suspended or discharged by the Employer except for just cause.
  - B. After 10 years, a unit member may request to have disciplinary actions expunged from their file; however, disciplinary actions from egregious actions will remain in the employee's file.
    - 1. Records can only be expunged if no other disciplinary actions occurred during the time frame.
    - 2. Years when the member is on a leave of absence are not eligible to be counted for this purpose.
- II. The following will apply to all members:
  - A. Discipline will not occur without due process, including a complete and thorough investigation.
  - B. When imposing discipline or giving reprimands, warnings, or criticism, the parties will try to maintain confidentiality at all times.
  - C. Employees must be permitted to submit a rebuttal to any disciplinary action. The rebuttal will be attached to the letter of disciplinary action and will be placed in all files containing the disciplinary action.

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

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

Dr. Glenn Maleyko, Superintendent

9/25/0

For the Dearborn Federation of Teachers

Kathi K. Martin, DFT President

Date