

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

DUES WITHHOLDING & TEACHER EVALUATION

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 VIII - NEW POSITIONS AND DEPARTMENTS

It is agreed that all postings for district positions pursuant to the DFT collective bargaining agreement will be accomplished through the use of the District online application system and the district email system. Accordingly, posting responses made by the DFT members will be accepted via the District online application system and/or the email address on the posting.

ARTICLE XLV - DUES WITHHOLDING

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 the 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. DFT 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 withholding.
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. 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.

ARTICLE XLVI - EVALUATIONS

The performance evaluation for members will fairly evaluate performance and provide timely and constructive feedback that supports professional development. The evaluation system must provide members ample opportunity to improve and provide relevant coaching, instruction support and professional development.

A. Year-End Evaluations

1. Except as otherwise provided in this article or MCL Section 380.1249, all members will receive a year-end evaluation. Year-end evaluations will result in a rating of members as effective, developing, or needing support. The year-end evaluation rating must be determined by a combination of metrics and performance as primarily measured by an evaluation tool.
2. Metrics must be the basis for twenty percent (20%) of the member's year-end evaluation rating. Metrics means student growth and assessment data or student learning objectives. Acceptable metrics include but are not limited to:
 - a. Building Level PLC Common Assessments
 - b. District-wide PLC Common Assessments
 - c. SLO Data
 - d. Direct Reading Assessment (DRA), iReady, or other district assessment tool
 - e. Metrics applicable to positions that are not 'Teacher' as defined by SB395¹

¹ "Teacher" means, except as otherwise provided in this section, an individual who has a valid Michigan teaching certificate or authorization or who is engaged to teach under section 1233b; who is employed, or contracted for, by a school district, intermediate school district, or public school academy; and who is assigned by the school district, intermediate school district, or public school academy to deliver direct instruction to pupils in any of grades K to 12 as a teacher of record.

3. The remaining portion of the evaluation is primarily based on member performance as measured by an evaluation tool that is developed or adopted by the district and based on objective criteria.

Effective = Danielson Rubric Overall Rating of Highly Effective or Effective

Developing = Danielson Rubric Overall Rating of Minimally Effective

Needing Support = Danielson Rubric Overall Rating of Ineffective

4. Any unit member may request to have a different evaluator than the one currently assigned. Any reasonable request will be honored. If the request is denied, a written explanation will be provided to the unit member.

B. Observations

1. Classroom observations must be used to assist in performance evaluations. There must be at least two classroom observations in each school year the member is evaluated, no less than 30 minutes in duration each. One observation may be unscheduled.
2. Unit members may not conduct an observation of other Unit members to be used for an evaluation.

C. Members Consistently Rated as Effective of Higher

1. A member who is not probationary and is rated effective or highly effective on the three most recent consecutive year-end evaluations must be evaluated triennially instead of annually. If performance concerns are formally addressed and documented by administration and/or HR during this window, the member will resume the annual evaluation at the discretion of administration.

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

4-15-25

Date

For the Dearborn Federation of Teachers



Kathi K. Martin, DFT President

4/15/25

Date