

3 Washburn

*Research
Div.
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Dexter Community Schools

MASTER CONTRACT

1968 - 1969

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AGREEMENT

Agreement between the Board of Education, Dexter Community Schools, Washtenaw and Livingston Counties, Michigan, hereinafter called the "Board" and the Dexter Education Association, hereinafter called the "Association."

PREAMBLE

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of Dexter School District is their mutual aim and that the character of such education is enhanced by the quality and morale of the teaching service, and

WHEREAS the members of the Dexter Teaching Staff are qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, through deliberate professional negotiations, have reached agreements which are herein recorded.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certificated full-time personnel under contract but excluding Superintendents and Assistants, Business Managers, Audio-Visual Directors, Curriculum Coordinators and other executive and administrative personnel without regular teaching assignments. The term "teacher" when used hereinafter refers to all employees in the bargaining unit. The term "Board" shall include its officers and agents.

B. The Board agrees not to negotiate with any teachers' organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement.

C. The Board shall deduct all Association, MEA and NEA dues from the pay of any teacher covered by this Agreement, provided that at the time of such deduction there is in the possession of the Board a subsisting written authorization, executed by the teacher, authorizing such deduction by the Board and delivered not later than 30 days after the start of a new semester or within 30 days after the date of beginning employment hereunder. Such authorization may be revoked by the teacher by delivering a written revocation to the Board, with a copy to the Association, between June 1st and September 15th of any year.

D. The deduction of membership dues shall be made from one regular paycheck each month, for ten (10) months, beginning in September and ending in June of each year, and the Board agrees to remit to the Association in due course all moneys so deducted accompanied by a list of teachers from whom the deductions have been made.

E. The Board shall also make payroll deduction upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

F. The Association agrees to hold the Board harmless and to indemnify it from any liability, court costs or attorney fees, arising on account of sums deducted in good faith by the Board from teacher's paychecks.

G. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under applicable Michigan Statues. The rights granted to teachers hereunder shall be construed to be in addition to those therein provided.

ARTICLE II

TEACHERS' RIGHTS AND RESPONSIBILITIES

- A. The Association and its members shall have the right to use school building facilities and equipment at reasonable hours and to a reasonable extent, provided that such use shall not interfere with any other regularly scheduled activities of the school; that with the exception of special occasions which have been mutually agreed upon with the building Principal in advance, such use will end at 10:30 P.M., and that the Association shall reimburse the Board for all consumable materials, and pay extra maintenance or service costs incurred by the Board because of the aforesaid special occasion.
- B. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association whether on or off school premises.
- C. Teachers' room bulletin boards and other established media of teacher communication shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association, in response to reasonable requests, all information of public record of the Board concerned in developing intelligent, accurate, informed and constructive programs on behalf of the teacher and student, provided, that original records are to be examined in the administrative offices only, and that any expense involved in furnishing this information shall be paid by the Association.
- E. The Association and Board affirm their position of complete compliance with the Civil Rights Acts of the State and Federal governments with regard to race, creed, religion, sex, color, marital status or National origin.
- F. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, as long as it is consistent with the high standards which the teaching profession has set forth in the Code of Ethics of the Education Profession adopted 1968 by the National Education Association.
- G. Academic freedom within the discipline of teaching the prescribed curriculum shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject always to acceptable standards of professional educational responsibility.

H. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE III

TEACHING HOURS

A. Teachers are required to be in their assigned stations fifteen (15) minutes before school officially begins, and to remain for a sufficient period after the end of the pupils' school day to attend to those matters which properly require attention at that time. In the event a teacher is taking a college class, permission to leave earlier than normal may be requested of the building Principal.

B. The Board recognizes that teaching is not a matter of time-clock punching, and the Association and its teacher-members recognize the importance of professional punctuality and attendance, and the necessity for such in the administration of a school system. The teachers recognize that a building Principal should have the facts of their presence or absence from the school building at any given time. Teachers will thus note the facts of their arrivals and departures from the school building in the school office.

C. Teachers in the Wylie and the High School buildings shall have one (1) preparation period each day equal in length to a normal teaching period. (Excludes self-contained classrooms).

D. Elementary teachers and self-contained 5th and 6th classroom teachers shall use the time when their pupils are out for music, art and gym for preparation time.

E. All teachers shall have a daily uninterrupted lunch period of at least thirty (30) minutes.

ARTICLE IV

TEACHING LOADS, ASSIGNMENTS & QUALIFICATIONS

A. This paragraph is applicable to Junior and Senior High Schools only. The number of class preparations will be kept to a minimum within the framework of staff, schedule and room availability, but if the number of class preparations exceeds four (4) the Association will be notified, additional compensation will be discussed and an agreement thereon will be reduced to writing.

B. Teachers will be notified in writing of tentative teaching assignments by June 15th of each year and shall be individually notified as soon as practicable of any changes which occur thereafter.

C. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered and wherever practicable not exceed the following maximums:

(1) Kindergarten	30 pupils
(2) Elementary School Grades	30 pupils
(3) Special classes for handicapped or mentally retarded	15 pupils
(4) <u>Secondary School</u>	
English	30 pupils
Social Studies	30 pupils
General Education	30 pupils
Mathematics	30 pupils
Science	35 pupils
Language	35 pupils
Business	35 pupils
Typing	35 pupils
Industrial Arts	25 pupils
Drafting	30 pupils
Vocational Shops	25 pupils
Homemaking	24 pupils
Music	35 pupils
Art	25 pupils
Health Education	35 pupils
Physical Education	40 pupils

D. The Board agrees that no new teacher shall be employed for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university; that it will, insofar as it is reasonably possible, hire only those individuals holding a provisional or a permanent certificate and that each such new teacher shall be assigned to a position within the scope of his teaching certificate; and, further, that prior to hiring a teacher under the provisions of the State Board of Education's

90-day certificate, in a regular position because of an emergency and under the claim that a provisionally or permanently certificated teacher cannot be secured for such emergency substitute teaching position, it shall notify the Association in writing of such fact and the Association shall be given a period of one week to provide the Board with information that a particular qualified teacher would accept such assignment. This section is not intended to limit the Board's final hiring authority.

ARTICLE V

TEACHING CONDITIONS

A. The Board agrees to reorganize and minimize the non-professional activities of teachers such as the collection of money, and the supervision of cafeteria, hallways, playgrounds, studyhalls and buses during the regular school hours.

B. No teacher shall be allowed to drive a school bus as part of his regular assignment.

C. The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

D. Telephone facilities shall be made available to teachers for their reasonable private use.

E. When the school is closed for attendance at area or regional professional meetings all teachers are expected to attend. Those who fail to attend or fail to work at school will lose pay for that day or days.

F. Adequate parking facilities shall be made available to teachers.

G. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will endeavor to implement all joint recommendations thereon made by its representative and the Association. The Board agrees to keep the schools reasonably equipped and maintained.

H. The Board agrees to make a duplicator and typewriter available in each school to aid teachers in the preparation of instructional material as the administration is able.

ARTICLE VI

VACANCIES AND TRANSFERS

A. In the event teaching or administrative vacancies or anticipated vacancies exist, the Association shall be promptly notified of said vacancy in writing. Qualified persons within the system shall be given first notification and consideration for a change of duty. When said vacancy has been filled, the Association shall be promptly notified as to the personnel employed by the Board to fill said position.

ARTICLE VII

SICK LEAVE

A. Sick leave will be granted at the rate of ten (10) days per year of teaching and accumulative to two hundred (200) days.

1. Sick leave may be used for personal illness or quarantine. The Board reserves the right to require a doctor's statement in writing.
2. Form D.C.S. #17 shall be completed in duplicate upon return from sick leave and certified by the building Principal, with a copy to the teacher. If a teacher is ill or is unable to report for duty he shall notify the building Principal or his designated representative by 7:15 A.M. In case it is necessary for the teacher to be gone for reasons other than those covered by sick leave policy, the teacher shall make the necessary arrangements with the building Principal in advance of the expected absence.
3. For each half ($\frac{1}{2}$) day or fraction thereof, any teacher is absent in excess of his accumulated sick leave, his compensation will be reduced an amount according to his salary divided by 380. This also applies in event of an absence for which sick leave cannot be used or is forfeited.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary until such time as an amount of money equal to the accumulated sick leave value has been paid by the Board; accumulated sick leave value to be determined by dividing the teacher's base salary by 190 and multiplying by the number of accumulated sick leave days as of day of leaving work because of injury or disease compensable under Workman's Compensation Law.

C. Individual teachers shall be notified in writing within ten (10) days after the beginning of each school year the total of unused sick leave credits to date.

D. In addition to the individual sick leave plan covered in Section A of this Article VII, there is hereby created a Special Sick Leave Bank credited as of the first day of the school year with a number of sick leave days equal to two for each member of the teaching staff and accumulative to 300 maximum. Such Special Sick Leave Bank days shall be used for the purpose of supplementing the individual sick leave days of any teacher where illness or disability necessitates absence beyond such teacher's individual sick leave accumulation and where such supplementation is warranted in the mutual opinion of the particular building Principal and the appropriate Association representative.

ARTICLE VIII

LEAVES OF ABSENCE

A. Any tenure teacher whose medically certified personal illness extends beyond his accumulated sick leave shall upon request be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position if available, or a substantially equivalent position. Probationary teachers will not be granted leaves of absence as a matter of right, but must terminate their employment should such a case arise.

B. A maximum of five (5) business days will be allowed each year. These are not accumulative.

1. Days must be used to do business that cannot be done outside of school hours.
2. These days may be used for illness in the immediate family requiring the teacher's presence. (Immediate family to mean those residing in the teacher's home, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandparents).
3. Business days may not be used for routine dental and medical check-ups unless appointments for such are unavailable at any other time.
4. Business days may not be used for seeking or interviewing for other positions of employment.
5. Any teacher intending to take a business day leave shall first report that fact to his Principal, and a Form D.S.C. 17 shall be completed in duplicate upon return from such business leave certified by such Principal with a copy to the teacher.

C. A maximum of three (3) days, non-chargeable, will be allowed for death in the immediate family as defined above.

D. The maximum number of days for sick leave and business days combined shall not exceed ten (10) in any school year. If a teacher has accumulated additional sick days these may be used for sick days in excess of the annual ten (10) days allowed. If any days of absence are in excess of the combined annual and accumulated days, loss of pay for these days will result.

E. Approved conference and visitation days are not charged to sick leave or business days.

F. A tenure teacher shall be granted a leave of absence without pay to perform duties of the local, state or national Association, provided a qualified replacement is available. This leave shall be for at least one (1) semester, and shall be considered to be professional experience and such teacher will not lose such year so far as position on the salary schedule is concerned.

G. Maternity Leave

1. Tenure Teachers

Any married teacher on tenure who becomes an expectant mother shall give written notice of that fact to the Superintendent of Schools at least six months before the expected confinement date. The Board shall have the power to determine in each case when the teacher concerned shall discontinue her school duties and shall go on leave of absence without pay; but, in no case, except that when the date falls within one month of the end of the semester, shall this be later than three months prior to the expected confinement date. The maternity leave shall extend until the beginning of the school year following the expiration of a period of six (6) months after the birth of the child. Before returning to her position, the teacher shall submit:

(1) That she is in fit physical condition to perform the duties of her school position (physician's note required) and

(2) That her family circumstances are such that she can devote the required amount of time and attention to the duties of her school position.

Should the course of nature be interrupted or should the death of the child occur within the period of maternity leave, this rule may be relaxed under such conditions as the Board of Education may prescribe.

The teacher shall be entitled to return from such leave at any time within five (5) years provided there is a vacancy in the area for which she is qualified and certificated.

2. Probationary Teachers

Should her absence from teaching occur during the teacher's probation period and would preclude the necessary observation of her work before being placed on tenure, the date on which she shall discontinue teaching as determined by the Board shall also be considered the date of resignation and termination of service by the teacher. If this

date of termination should fall on or before April 1st, of the second year of probation period and she is recommended for tenure, the date of her possible return shall be determined by the Superintendent. Should a teacher who resigns under the above conditions wish to return to the staff, careful consideration will be given to her application.

H. Sabbatical Leave

Pursuant to the terms of the School Code, teachers who have been employed by the Dexter Community Schools for the required minimum period of time may be granted a Sabbatical leave for up to one (1) year, and during said Sabbatical leave may, depending upon the value of the Sabbatical program to the school district, be paid 1/2 their annual salary.

Sabbatical leaves shall be granted to not more than three (3) members of the faculty at any one time and it is further agreed that such leaves must be used for earning credit toward an advanced degree through formal study at a college or university, research work under the guidance of competent research personnel, domestic or foreign travel, or advance study for a specialty program.

The study, research or travel plans for the year or semester, must be submitted to the Superintendent for approval by October 30, for leaves to be granted for the 2nd semester of that school year, or May 30, for the following fall semester or school year.

The Board will give equal weight to the following criteria for applicant priority:

1. Date of filing application
2. Purpose of leave
3. Length of service in school system
4. Professional growth of staff member
5. Potential benefit to school system
6. Demonstrated dedicated service to the school system.

After due consideration of all the applications, the Superintendent shall present each request to the Board with his written recommendation of acceptance or rejection. A copy of the Superintendent's recommendation to the Board will be furnished the teacher applicant at least five (5) days prior to the Board meeting at which the decision in respect to the granting of the leave will be rendered by the Board. The teacher involved will then be asked to be

present at the meeting when his or her program comes up for consideration.

It is agreed that accepting any Sabbatical leave carries an obligation to return to the system and to teach for a period of time at least double the length of the period for which the Sabbatical leave was granted and, therefore, as a condition to receiving final approval for a Sabbatical leave, a teacher shall file with the personnel office a written agreement stipulating that following the leave he or she will remain in the service of the Board for a period of either one year of teaching service in the Dexter Community Schools commencing with the semester following termination of the leave period (in the case of semester leave), or two years of teaching service in the Dexter Community Schools commencing with the semester following termination of the leave period (in the case of a year's leave).

During the Sabbatical, all teacher's rights and faculty status shall remain the same as though the teacher had taught in the classroom in Dexter for the academic year.

I. The Board shall have the right to delay the reinstatement of any teacher returning prematurely from any leave of absence granted for a definite period of time, excluding sick leave, until the originally established expiration date of such leave, if an immediate suitable opening does not exist.

J. A teacher subpoenaed to give testimony before any judicial or administrative tribunal shall be compensated for the difference between his teaching pay and the pay received for the performance of such obligation.

K. The President or Vice-president of the Association shall be permitted to use their preparation period to contact other teachers as long as it does not interfere with the educational process of the school.

ARTICLE IX

TERMINAL LEAVE PAY

In appreciation for services to the school district, a Terminal Leave payment of \$50 for each year of Dexter School service will be paid provided this teacher shall have been employed in the Dexter School District for ten (10) years and upon retiring from the teaching profession while a teacher at Dexter.

ARTICLE X

WORK STOPPAGE

- A. During the term of this Agreement neither the Association nor persons acting in its behalf shall cause, authorize or support, nor will any of its members take part in any strike (i.e. as defined by Section I of Public Act 379 of 1965 as amended). The Association reserves to itself its right of sanctions.
- B. In the event a strike occurs, the Association agrees to urge its members to return to the full faithful and proper performance of their duties.
- C. A teacher taking part in a strike is subject to discipline or discharge as authorized by Section 6 of P.A. 379 as amended.

ARTICLE XI

TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher in a professional manner.

B. Each teacher shall have the right upon request to review the contents of his own file, as to contracts, application and teacher tenure evaluations. A representative of the Association may accompany the teacher on such review if requested by the teacher.

C. A teacher shall at all times be entitled upon request to have present a representative of the Association when he is being reprimanded or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. The decision of the Board not to rehire a probationary teacher shall not be subject to the grievance procedures of this Agreement, but only to the provisions of the Michigan Tenure Act.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. This Section E shall not be construed to provide probationary teachers rights not contemplated in the Tenure Act, nor bar the operation of Section D of this Article XI in any event.

F. The teacher evaluation procedure of all teachers shall be made in writing.

1. Probationary teachers shall be evaluated a minimum of three times per year and at least once per semester; all evaluations being made prior to tenure recommendation.

Within ten (10) days after each evaluation visit a conference will be held with the teacher, with the objective of the conference being to aid the teacher in developing professional competence.

All evaluations shall be based upon valid criteria for evaluating professional growth as developed by a committee of teachers and administrators in October 1967.

2. Tenure teachers will be evaluated at least once every two (2) years if possible.

3. First year probationary teachers will be assigned a senior teacher to aid in orientation to the school system and in developing professional skills.

ARTICLE XII

PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or any other professional persons, the Board will take steps to relieve the teacher of responsibilities with respect to such student.

B. Any case of assault upon a teacher, directly related to the performance of his duties, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board may, at its discretion, provide legal counsel and render necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. Any written complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

F. No action against a teacher shall be taken on a basis of a complaint by a parent or student nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher in writing.

G. Teachers shall be expected to exercise care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty or wilful misconduct, for any damage or loss to person or property.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definitions-

A "grievance" is a claim:

1. based upon an event or condition which affects the conditions of employment of a teacher or a group of teachers,
2. based upon the interpretation of this Agreement,
3. based upon an alleged breach thereof, or,
4. based upon any combination of the foregoing.

It is expressly understood that claims not so based will not constitute a grievance.

B. The term "days" when used in this section shall mean working days.

C. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedures. Nothing contained herein shall be construed as limiting the right of any teacher to discuss any matter informally with an appropriate member of the administration or the right of any Administrator to discuss any matter informally with any teacher.

D. Procedure-

1. Since it is desirable that grievances be processed with expedition, the number of days indicated at each level are maximums and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.
2. Grievances shall be resolved as follows:

Level One

An aggrieved person shall first discuss his grievance with his Principal, either by himself or in the company of the Association's representative, with the objective of resolving the grievance informally.

Level Two

If the aggrieved person is not satisfied with the disposition made at Level One such person may file a written grievance within ten (10) days after such disposition; or if no disposition is made within five (5) days after such discussion, he may file the grievance

in writing with his building Principal with a copy to the Association's Professional Rights and Responsibilities Committee. The Principal shall within five (5) days after receiving the grievance provide the aggrieved person a written resolution of the grievance with a copy to the PR & R Committee.

Level Three

a. If within five (5) days after the receipt of the written resolution referred to at Level Two the PR & R Committee is requested in writing by the aggrieved teacher, the PR & R Committee shall review the grievance and the resolution and if it desires, it shall refer the matter in writing to the Superintendent or his designated representative. The PR & R Committee shall review the grievance within fifteen (15) days after receipt of the request in writing from the aggrieved teacher.

b. If the written grievance is not referred to the Superintendent within thirty (30) days after the PR & R Committee has reviewed the grievance and resolution, the grievance shall be considered resolved or waived.

c. The Superintendent or his designated representative shall within ten (10) days after receipt of the grievance from the PR & R Committee meet the aggrieved person and other such persons as the Superintendent designates to consider the grievance. Within five (5) days after such meeting the Superintendent or his representative shall give the aggrieved person and the PR & R Committee a written disposition of the grievance if the settlement was agreed upon or, if not, his answer to the grievance.

Level Four

If the grievance is not settled at Level Three the Superintendent may refer the grievance to the Board. If requested by the aggrieved person, the PR & R Committee shall review the Superintendent's answer and after such review may, within ten (10) days after the answer is given, refer the grievance in writing to the Board. Within fifteen (15) days after such referral, a committee of the Board shall meet with the aggrieved person and such others as it deems advisable for the purpose of resolving the grievance. The Board shall by official action make its answer to the grievance.

Level Five

If the Board and the allegedly aggrieved teacher and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific Article and Section of this Agreement, it may, within fifteen (15) days (and these shall be calendar days, not school days as "days" were herein defined above) after the decision of the Board, be taken to the mediation and fact finding procedures established P.A. 379, 1965, as amended, pursuant to the provisions of such Act. Such appeal shall be in writing and shall be delivered to the Labor Mediation Board and the Board of Education within said fifteen (15) day period and, if not so delivered, the grievance shall be deemed abandoned.

So far as the voluntary arbitration procedure of P.A. 379 of 1965, as amended are concerned, the foregoing shall neither force nor prevent arbitration.

E. Rights to Representation

Any party in interest may be represented at all meetings and hearings at all stages and steps of the grievance procedure by another teacher or person, provided, however, that any teacher may in no case be represented by an officer, agent, or other representative of any teacher organization other than the Association.

F. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Only the final disposition shall be part of the personnel files.
2. Any grievance filed on or after the first of June shall be processed prior to the beginning of the next school year.
3. Necessary forms will be made available by the Board in each school building.
4. Any matter regarding any condition of employment covered by the Michigan Tenure Act shall be dealt with exclusively through the provisions of said Act. This provision is not intended to prevent any teacher from discussing any tenure matter with the building Principal or any other member of the administration.
5. Nothing contained herein shall be construed to prevent any teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE XIV

ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

B. The exercise of the powers, rights, authorities, duties, and responsibilities vested in the Board by law and the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. Nothing contained in this Agreement shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE XV

CURRICULUM REVISION

A. Curriculum changes shall be considered by a Curriculum Coordinating Council composed of faculty chairmen of the curriculum committees and building Principals and chaired by an appropriate administrative representative. This Council will report and recommend, with supporting reasons, to the Board for consideration, action, approval or disapproval of recommendations.

ARTICLE XVI

SALARIES

A. The salary schedule applicable to the 1968-69 school year is set forth in appendix (A), attached hereto and made part hereof, as though fully set forth at this point in this Agreement.

ARTICLE XVII

INSURANCE COVERAGE

A. Beginning with the 1968-69 school year and under the terms of this Agreement, the Board will pay each teacher the sum of \$120 per year at the rate of \$10 per month if a single coverage subscriber, or the sum of \$180 per year at the rate of \$15 per month if a dependant coverage subscriber, to be applied to insurance coverage at the teacher's option as follows:

1. Individual or Family Blue Cross-Blue Shield of the type presently in use, or,
2. Individual or Family MEA Basic and Major Medical and MEA Income and Life Protection Benefits.

B. The Board's health insurance contributions shall begin in September and continue for twelve (12) months for teachers employed on or before the beginning of the school year, and such monthly contributions shall begin with the first month of employment for teachers employed after the beginning of the school year and shall continue for the remaining balance of the aforementioned twelve (12) month period.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. Individual teacher's contracts shall be made expressly subject to the terms of this Agreement.
- B. All requisitions under \$250 will be processed within ten days and, if rejected, the requisitioner will be notified as to the reasons for the rejection, in writing.
- C. All requisitions over \$250 will be processed within thirty days and, if rejected, the requisitioner will be notified as to the reasons for the rejection, in writing.
- D. There shall be three signed copies of this Agreement for purposes of record; one retained by the Board, one by the Association, and one by the Superintendent.
- E. Upon the request of either party, representatives of the Board, Administration, and the Association shall meet at least three times per semester to discuss the Board-Association relationship under the Master Agreement. The Administration and the Association representatives shall establish meeting dates, place, and time.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be in effect from the date of execution until the 30th day of June 1969.

At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment, at which time ground rules for negotiations will be drafted.

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, may be subject to professional negotiations between them from time to time during the period of this Agreement. If a party requests such negotiation in writing, the other party shall, within ten (10) days of receipt of such request, notify the requesting party of willingness or unwillingness to negotiate.

Date of Execution September 9, 1968

Board of Education
Dexter Community Schools

Jay S. Schmitt President
Fred O. Briggson Secretary

Dexter Education Association

David Miller President
Nyla Dyer Secretary

APPENDIX A

PROFESSIONAL COMPENSATION PLACEMENT SCHEDULE

FOR 1968-1969

1. Step	Salary Schedule						M + 30	
	Bach	B + 10	B + 20	Master	M + 10	M + 20	Ed. Sp.	PhD
1.	\$6400.	\$6500.	\$6600.	\$6900.	\$7150.	\$7400.	\$7700.	\$8200.
2.	6700.	6800.	6900.	7200.	7500.	7800.	8100.	8600.
3.	7300.	7400.	7500.	7800.	8100.	8400.	8800.	9300.
4.	7600.	7700.	7800.	8200.	8500.	8800.	9200.	9800.
5.	7900.	8000.	8100.	8600.	8900.	9200.	9600.	10300.
6.	8500.	8600.	8700.	9200.	9550.	9900.	10300.	11000.
7.	8800.	8900.	9000.	9600.	9950.	10300.	10700.	11500.
8.	9100.	9200.	9300.	10000.	10350.	10700.	11100.	12000.
9.	9400.	9500.	9600.	10400.	10750.	11100.	11500.	12500.
10.	9700.	9800.	9900.	10800.	11150.	11500.	11900.	13000.
11.	10000.	10100.	10200.	11200.	11550.	11900.	12300.	13500.

Semester hours of graduate study toward a Master's Degree or semester hours of graduate study beyond a Master's Degree must be:

- A. In the major field of study,
- B. In the minor field of study,
- C. In a subject being taught by the teacher concerned,
- D. In the fields of education or administration, or
- E. In any other subject or field when advance approval is secured from the Superintendent.
(Undergraduate hours may sometimes be considered if peculiarly valuable to the graduate program and advance approval is secured from the Superintendent).

Transcript of credits is required. Deadline for submission of such is September 25th annually. Failure to submit the transcript prior to such date will mean loss of credit for the contract year.

2. Professional Growth and Acceleration in the Salary Schedule

A. The terms and provisions of that certain booklet, entitled Professional Growth and Acceleration in the Salary Schedule are a part of this Agreement, and such terms and provisions are hereby incorporated herein in their entirety by reference, as though fully set out at this point in this Agreement. The commencement date for qualifications provided by that plan and for years of consecutive service required by that plan shall be August 31, 1966.

B. Both parties agree to encourage participation in workshops, clinics, lectures and seminars outside this school system. The Board will provide up to the sum of \$3,000 dollars to

be used for registration fees, transportation and other expenses; and will encourage investigation and research of matters pertaining to the school system by establishing grants to individuals. It is desirable that arrangements shall be made for after-school courses, workshops, conferences and programs inside the school system designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

3. Vocationally Certified Teachers

Teachers who are Vocationally Certified in Graphic Arts or Auto Mechanics by the State of Michigan shall be placed on the salary schedule two (2) categories higher, except with respect to the Doctorate category, which shall not be reached by this means, than their educational attainment indicated.

4. Travel Reimbursement

A. A teacher who is required as a part of his job to travel between buildings of the school system shall receive payment of \$50 per year to cover the costs of maintaining a transportation vehicle.

B. Any use of the teacher's personal car on school business will be reimbursed at a rate of 9¢ per mile excluding those covered in (A) above.

5. In those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute during non-teaching periods of his regular daily assignment, the teacher shall be paid an additional six (\$6.00) dollars for each period substituted. Such arrangements will be made by the Principal of the school.

6. Other Stipulations

A. Peace Corps

Teachers shall be advanced one step on the salary schedule for each year spent on the Peace or Job Corps.

B. Previous Experience

Full credit shall be given for previous teaching experience gained in another system up to a maximum of seven (7) years. After a satisfactory tenure report for the first year of employment in the Dexter School system, full credit on the salary schedule shall be given for previous teaching experience except that such shall not be retroactive with respect to the first year's salary.

C. Payday

Paydays will be every other Friday. Teachers may be paid in either 26 or 21 pays by requesting the plan they desire when signing their individual contracts.

D. Extra Duties Compensation

The extra-curricular assignments are available upon written request to the Superintendent of Schools. These assignments are for one (1) year and renewable annually at the option of the Board. No teacher shall have more than two (2) athletic assignments unless an emergency exists. With the assistance of the Association, the Board shall provide job specification for each assignment.

The following extra assignment compensation is based on the first five steps of the Bachelor's schedule and at the per-cent listed.

1.	Head Football	12%	GAA High School	4%
	Asst. Football	10%	GAA Wylie	3%
	JV Football	9%	Debate	3%
	Asst. JV Football	8%	Forensics	2%
	Head Basketball	12%	Instrumental Music	10%
	Asst. Basketball	10%	Asst. Music	4%
	9th Basketball	8%	Vocal Music	2%
	8th Basketball	7%	Cadet Teacher Adv.	2%
	7th Basketball	7%	Club Sponsors	2%
	Head Baseball	9%	FFA	5%
	Reserve Baseball	7%	FHA	5%
	Head Track	10%	Project Fair Dir.	2%
	Asst. Track	8%	Student Council	2%
	Head Wrestling	11%	Department Heads	7%
	Asst. Wrestling	9%	Wylie Yearbook	4%
	Athletic Director	11%	High School Yearbook	8%
	Golf	6%	Drama Director	10%
	Jr. High Head			
	Football	5%		
	Jr. High Assistant			
	Football	4%		

2. The following extra assignment compensation is based on the flat rate as listed.

Audio-Visual Director	\$500.
Asst. Audio-Visual Director	300.
Jr. High Athletic Director	200.
3 Sr. Advisors	100. each
3 Jr. Advisors	75. each
3 Sophomore Advisors	50. each
3 Freshman Advisors	50. each
2 Eighth Grade Advisors	50. each
2 Seventh Grade Advisors	50. each
Washington Club	50.
Driver Education	5. per hour

7. Agricultural Teacher

Effective with the beginning of the 1968-69 school year, payment shall be made to the Agricultural teacher for any summer duties performed pursuant to Board assignment at a daily rate determined by such Agricultural teacher's base salary divided by 190.

DEXTER COMMUNITY SCHOOLS

1968 - 1969 CALENDAR

FIRST SEMESTER

- Monday, August 19, thru
Friday, August 23, 1968.....Registration of new students and
for students who wish to change
their program.
NO CHANGE AFTER August 23, 1968
- Tuesday, September 3, 1968.....Teacher Conferences - New Teachers
9 A.M. Lunch 12 noon all Teachers.
Meeting of all Teachers 1 P.M.
- Wednesday, September 4, 1968.....School starts, School all day.
Hot lunch program begins.
- Monday, September 9, 1968.....School Pictures taken.
- Monday, September 23, thru
Friday, October 4, 1968.....Band Magazine Sale
- Tuesday, September 24, 1968.....Marching Band Practice 7 P.M.
Football Field.
- Wednesday, October 16, 1968.....End of First Six Weeks.
- Thursday & Friday, October 17 & 18..M.E.A. Regional Conferences
No School.
- Tuesday, October 29, 1968.....Marching Band Practice 7 P.M.
Football Field
- Friday and Saturday, Nov. 22, 23....Drama Club Play, 8 P.M.
- Wednesday, November 27, 1968.....End of Second Six Weeks.
- Thursday & Friday, Nov. 28, 29.....Thanksgiving Recess, No School
- Tuesday, December 10, 1968.....Christmas Concert 8 P.M.
High School
- Tuesday, December 17, 1968.....Vocal Music Christmas Concert
- Friday, December 20, 1968.....School closes at end of school
day. Christmas Vacation.
- Monday, January 6, 1969.....School Reconvenes
- Friday, January 24, 1969.....End of First Semester. One hal
day of school.

DEXTER COMMUNITY SCHOOLS

1968 - 1969 CALENDAR

SECOND SEMESTER

Monday, January 27, 1969.....Start of Second Semester

Thursday, February 20, 1969.....National Honor Society Assembly
9 A.M.

Friday, March 7, 1969.....End of Fourth Marking Period

Friday & Saturday, March 21 & 22.....Drama Club Play 8:P.M.

Friday, March 28, 1969.....School closes at end of school
day. Spring Vacation

Monday, April 7, 1969.....School Reconvenes

Tuesday, April 15, 1969.....Bands in Review, Spring Concert
8 P.M. High School Aud.

Friday, April 25, 1969.....F.H.A. Talent Show
End of Fifth Marking Period

Friday, May 2, 1969.....Penny Carnival

Thursday, May 8, 1969.....Vocal Music Concert 8 P.M.
High School

Friday, May 30, 1969.....Memorial Day - No School

Friday, June 6. 1969.....Awards Night

Sunday, June 8, 1969.....Baccalaureate 8 P.M.

Thursday, June 12, 1969.....Last Day of School

Friday, June 13, 1969.....Commencement 8 P.M. - No School

Grievance Report Form

Distribution
of Form

DEXTER COMMUNITY SCHOOLS Dexter, Michigan

WHITE - Teacher
CANARY - Principal
BLUE - Association
BUFF - Superintendent

Name of Grievant _____

Building _____

Date Filed _____

The following grievance has been discussed informally in compliance with Level One of the Master Contract.

Date of Discussion _____

LEVEL TWO

A. Grievance: Date of Cause _____
Article and section of Master Contract _____

B. 1. Statement describing the grievance _____

2. Relief Sought _____

C. Disposition by Principal _____

Signature _____ Date _____

LEVEL THREE

A. Position of Grievant and/or Association _____

Signature

Date

B. Date referred to Superintendent or Designee _____

C. Disposition of Superintendent or Designee _____

Signature _____ Date _____

LEVEL FOUR

A. Position of Grievant and/or Association _____

Signature _____ Date _____

B. Date referred to Board of Education or Designee _____

C. Disposition by Board of Education _____

Signature _____ Date of Official Action _____

LEVEL FIVE

A. Position of Grievant and/or Association _____

Signature _____ Date _____

B. Date referred to Mediation-Fact Finding or Voluntary Arbitration _____

C. Disposition of Mediator-Fact Finder or Arbitrator _____

Signature _____ Date of Decision _____