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1969-70

1969 - 1970 MASTER AGREEMENT
BETWEEN
DEXTER BOARD OF EDUCATION
AND
DEXTER EDUCATION ASSOCIATION

Dexter Community Schools Board of Ed.

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

*MEA
1216 Hendale
E. Lansing, MI*

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/69- 4/30/70

AGREEMENT

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

PAYROLL DEDUCTIONS AND AGENCY SHOP FEE

AND 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, Assistant Superintendent Principals, Business Managers, and other executive 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, providing that an assignment authorizing said deduction be delivered to the Board within 30 days after the commencement of teaching duties. Such authorization shall continue in effect from year to year unless a written revocation be delivered to the Board, with a copy to the Association, between June 1st and September 15th of any year.

D. All members of the Association at the time of ratification of this contract shall continue their membership for the length of the contract. All new staff hired after the ratification of this contract shall, as a condition of employment, either become members of the Dexter Education Association-Michigan Education Association-National Education Association or pay an agency fee equivalent to the dues of the D.E.A.-M.E.A.-N.E.A. within 60 days from date of employment. The parties expressly recognize that the failure of a probationary teacher to comply with the condition of this section of the agreement shall be cause for termination at the end of the school year.

E. The deduction of membership or equivalent fee 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 money, so deducted accompanied by a list of teachers from whom the deductions have been made.

F. 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.

G. 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 teachers' paychecks.

H. Nothing herein contained shall be construed to deny or restrict to any teacher rights he may have under applicable Michigan Statutes. 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.
- 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 arrivals and departures from the school building in the school office. Teachers will check mailboxes upon arrival and before leaving in the afternoon.
- 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. If class size exceeds the limitations of the Master Agreement the administrators will meet with representatives of the D.E.A. to attempt to resolve the issue. If this meeting does not resolve the issue it is understood the teacher or teachers may file a grievance.

(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 an emergency substitute teaching position, it shall

ARTICLE V

- A. The Board will provide two full time teacher-aides with at least on half time at each instructional level. The aides responsibility will be to assist in the handling of patrol duties, inventorying supplies, and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch and similar non-professional responsibilities. The teacher-aides shall be responsible to the building Principal for supervision of these duties.
- 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 equippe 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.

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. The administration may secure special certification for teachers who meet all requirements for provisional, permanent certificates but whose credentials have not been fully processed by the proper certifying agency.

E. 1. The Board agrees to indemnify those teachers that are required to obtain a chest x-ray subsequent to the regular TB skin test provided by the County Health Department.

2. The Board, also, agrees to indemnify those teachers not able to take the normal TB skin test by reasons of health or abnormal reaction to the skin test. (negative)

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 fifty (50) days. Any returning teacher with more than fifty (50) accumulated days will not be granted any additional days in the 69-70 school year, but will retain those accumulated as of the beginning of the 1969-70 school year.

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. Revised 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 (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 368. This also applies in event of an absence for which sick leave cannot be used or is forfeited.
4. Sick leave days may also be used for illness of those residing in the teacher's home requiring the teacher's presence but not to exceed two (2) consecutive days for any single illness.

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 184 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. The Board shall provide long term disability insurance for each teacher. Benefits shall be payable upon the corresponding school day of disability at 70% of annual contractual salary for one (1) calendar year and 50% of annual contractual salary for

four (4) years thereafter or until termination of disability whichever occurs first. The teacher shall receive full fringe benefits for the remainder of the contractual year.

ARTICLE VIII

LEAVES OF ABSENCE

A. Any 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, contingent upon Article VII, section D. Upon return from leave, a teacher shall be assigned to the same position if available, or a substantially equivalent position.

B. A maximum of three (3) personal days will be allowed each year. These days are not accumulative. These days cannot be used the first or last week of school, the day before or the day after a holiday or in conjunction with sick days in any of the preceding instances.

1. Personal days shall be used for valid personal business that cannot be conducted during the school day or for other reasons which are of a private nature and require the teacher's presence.
2. Teachers shall notify their principal 48 hours ahead of time when possible of intention to use a personal day.
3. Revised form D.C.S. #17 shall be completed in duplicate upon return from leave, certified by the principal with a copy to the teacher.

C. A maximum of three (3) days, nonchargeable, will be allowed for death in the immediate family, those residing in the teacher's home, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandparents, for the purpose of attending the funeral.

D. Approved conference and visitation days are not charged to sick leave or personal days.

E. 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.

F. Maternity Leave

1. Tenure Teachers

Any 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

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 three years provided there is a vacancy in the area for which she is qualified and certificated.

G. Sabbatical Leave

Pursuant to the terms of the School Code, teachers who have been employed by the Dexter Community School for the required minimum period of time may be granted a Sabbatical leave for up to one (1) year, and during said 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 ... 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 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.

H. 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.

I. 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.

J. 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.

K. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than 48 hours of the date for intended use of said leave.

L. The Association President will be released five (5) days during the school year from his regular teaching duties to perform the activities of the Association, to facilitate the resolution of problems arising out of the interpretation of the contract and to work with the Superintendent to improve relations with the Association, with the objective of improving the educational opportunities for children. These days are in addition to the ten (10) association days.

M. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have had he taught in the district during such period. This clause shall apply to teachers for the period of induction or for their first enlistment, time credit shall not in any case exceed four years.

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 or any other concerted action 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

The parties recognize the importance and value of developing a procedure for assisting and evaluating the process and success of both newly employed and experienced personnel. Therefore, the following procedure has been agreed to in an effort to accomplish the goals.

A. All probationary teachers shall be evaluated twice per year; once each semester with at least one month elapsing between each evaluation. The last evaluation shall be done at least 90 days before the end of the school year. A copy of the evaluation will be given to the teachers within five (5) days after the evaluation. A conference between the teachers and the principal is not mandatory, but can be requested by either party.

Teachers whose services are not meeting minimum standards, shall receive three evaluations per year. All tenure teachers shall be evaluated once a year. A conference is not mandatory, but may be requested by either party. A request for a conference must take place within five days after the teacher has received his copy of the evaluation.

Each teacher being evaluated may retain the right to attach his objections to the evaluation. He and the principal will each sign the evaluation they have received. One copy will go to the teacher, one to the principal and one to the Superintendent.

B. Evaluations shall only be done by qualified personnel. The administration reserves the right to determine whom it should be. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. First year probationary teachers will be assigned a senior teacher to aid in orientation to the school system and in developing professional skills. Senior teachers may use planning time to make observations of probationary teachers.

D. No later than March 15th of each probationary year, the final written evaluation report by the principal will be furnished to the superintendent covering each probationary teacher. A copy shall also be furnished to the teacher. In the event a probationary teacher is not continued in employment the Board will advise the teacher of the reasons therefore in writing and provide for a hearing where requested. Refusal to offer a contract shall be grounds for a grievance. At any grievance or tenure proceeding all evaluations and responses thereto, shall be admissible.

E. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

- Annual TB report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- Teaching certificate or photo copies thereof
- Transcript of academic records
- Tenure recommendation for all applicable teachers

No material of a derogatory or inflammatory nature shall be placed in the teacher's file without allowing the teacher the opportunity to file a response thereto, and said response shall become a part of said file.

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 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 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 disciplinary action against a teacher shall be taken on a basis of a complaint by a parent or student unless it is in writing by the complainant 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.

H. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

I. A written statement by Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of school.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definitions-

A "grievance" is a claim:

1. based upon an event or condition which effects the conditions of employment of 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 or in the period after the end of the school year Monday through Friday excluding holidays. Failure to appeal within time limits shall deem the grievance settled and no further appeal shall be allowed.

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 expediency, 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. Grievances will be filed at the appropriate administrative level.
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 he may file a written grievance within ten (10) days. The Association shall file two(2) copies of the grievance with the appropriate administrator, the administrator shall return one signed copy immediately to the Association. The administration shall within ten (10) days after receiving the grievance provide the aggrieved person with a written reply and furnish the Association with a copy. Failure of Administration to respond shall automatically move grievance to the next level.

Level Three

If the aggrieved person or the Association disagrees with the disposition of the grievance at Level Two, the grievance may be appealed to the Superintendent within (15) days. The Association shall file two (2) copies of the grievance with the Superintendent, the Superintendent shall return a signed copy immediately to the Association. The Superintendent or his designated representative shall meet with the aggrieved person and the Association within ten (10) days of receipt of the grievance. Within ten (10) days the Superintendent or his designee shall reply in writing to the aggrieved person with a copy of the decision to the Association. Failure of Administration to respond shall automatically move grievance to next level.

Level Four

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Three the grievance may be appealed to the Board of Education within fifteen (15) days. A committee of the Board shall meet with the aggrieved person and/or the Association within ten (10) days of the appeal. The committee shall give the aggrieved person an answer in writing within ten (10) days of the hearing and send a copy to the Association.

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 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 writ-

ing 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. Necessary forms will be made available by the Board in each school building.
3. 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 DEVELOPMENT AND IN-SERVICE TRAINING

The Board and Association agree to appoint a Curriculum Study Committee. The committee will number ten (10) (6 teachers appointed by D.E.A., 4 administrators). Two teachers from Elementary, two from Intermediate and two from the High School. The committee shall determine its own chairman.

This committee shall be charged with studying and coordination the curriculum of the school district and shall oversee the work of sub committees in identified problem areas. The committee shall approve released time and expenses incurred in studying and coordinating the curriculum. A minimum of \$3500 shall be set aside for said purposes. All curriculum recommendations shall be presented to the curriculum committee prior to presentation to the Board. All recommendations that are approved by the committee shall be presented to the Board of Education for consideration, action, approval or disapproval of recommendation.

ARTICLE XVI

SALARIES

A. The salary schedule applicable to the 1969-70 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. The Board shall provide full health care protection for each teacher and his eligible dependents. The teacher shall have the option of selecting

- (1) Individual or Family Blue Cross - Blue Shield of the type presently in use, or,
- (2) Individual or Family MEA Basic and Major Medical.

Teachers choosing not to participate in the above shall receive a sum of \$120 per year at the rate of \$10 per month for MEA Income & Life Protection benefits or other Board approved benefits plans.

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.
- 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.
- D. There shall be three signed copies of this Professional Negotiation 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.
- F. The Association shall designate a teacher in each school building as Association Representative. The Principal and Association Representative shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedures.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be in effect from the date of execution until the 30th day of June 1970.

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 negotiations 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 _____

Board of Education
Dexter Community Schools

President

Secretary

Dexter Education Association

President

Secretary

APPENDIX A

PROFESSIONAL COMPENSATION PLACEMENT SCHEDULE

FOR 1969-70

1. Salary Schedule

Step	/Bach.	B + 10	B * 20	Master	M + 10	M + 20	Ed. Sp.	Ph.D.
							MA + 30	
1.	6900	7000	7100	7400	7650	7900	8200	8700
2.	7310	7410	7510	7890	8190	8490	8790	9290
3.	7720	7820	7920	8380	8680	8980	9380	9880
4.	8130	8230	8330	8870	9170	9470	9870	10,470
5.	8540	8640	8740	9360	9660	9960	10,360	11,060
6.	8950	9050	9150	9850	10,200	10,550	10,950	11,650
7.	9360	9460	9560	10,340	10,690	11,040	11,440	12,240
8.	9770	9870	9970	10,830	11,180	11,530	11,930	12,830
9.	10,180	10,280	10,380	11,320	11,670	12,020	12,420	13,420
10.	10,590	10,690	10,790	11,810	12,160	12,510	12,910	14,010
11.	11,000	11,100	11,200	12,300	12,650	13,000	13,400	14,600

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 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. Application 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

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.

Teachers with experience in Dexter and other school systems for portions of a school year shall have the experience credited in the following manner.

1. A full semester or more will count as a half step on the salary schedule.
2. Experience for less than a full semester will not count as experience.
3. Teachers in the Dexter School System prior to the 1969-70 school year shall have their experience evaluated in the same manner as in the past.

C. Payday

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

D. Extra Duties Compensation

The extra-curricular assignments are available upon written requests 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	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		Student Council 7-8	3%
	Football	5%	Student Council 5-6	3%
	Jr. High Asst.		Cheerleading H.S.	4%
	Football	4%	Cheerleading Jr. High	3%
	Audio-Visual Dir.	7%		
	Asst. Audio-Visual Dir.	5%		
	Jr. High Ath. Dir.	3%		

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

e	3	Sr. Advisers	100. each
	3	Jr. Advisers	75. each
	3	Sophomore Advisers	50. each
	3	Freshman Advisers	50. each
	2	Eighth Grade Advisers	50. each
	2	Seventh Grade Advisers	50. each
		Washington Club	150.
		Driver Education	6. per hour (effective until Sept. 1, 1970).

Driver Education Instructors may drive up to eight (8) hours per day.

7. Agricultural Teachers

Effective with the beginning of the 1968-69 school year, payment shall be made to the Agricultural teacher's base salary divided by 190.

8. The Athletic Director will be released from the normal teaching load for one period per day to be used for conducting athletic business.