

RCC

6-30-72

MASTER AGREEMENT

BETWEEN

DEXTER BOARD OF EDUCATION

AND

DEXTER EDUCATION ASSOCIATION

1970 - 1972

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

A. Murphy
(please return)

TABLE OF CONTENTS

Preamble	
Article I, Recognition	Page 1
Article II, Teacher Rights and Responsibilities	Page 3
Article III, Teaching Hours	Page 4
Article IV, Teaching Loads, Assignments and Qualifications	Page 5
Article V, Teaching Conditions	Page 8
Article VI, Vacancies and Transfers	Page 9
Article VII, Sick Leave	Page 10
Article VIII, Leaves of Absence	Page 12
Article IX, Terminal Leave Pay	Page 16
Article X, Work Stoppage	Page 17
Article XI, Teacher Evaluation	Page 18
Article XII, Protection of Teachers	Page 21
Article XIII, Grievance Procedure	Page 22
Article XIV, Administrative Rights and Responsibilities	Page 25
Article XV, Curriculum Development and In-Service Training	Page 26
Article XVI, Salaries	Page 27
Article XVII, Insurance Coverage	Page 28
Article, XVIII, Miscellaneous Provisions	Page 29
Article XIX, Duration of Agreement	Page 30
Appendix A, Professional Compensation Placement	Page 31
Appendix B, School Calendar	Page 36

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 personnel (1/2 time or more) under contract but excluding Superintendents, Assistant Superintendents, Principals, Assistant Principals, and Business Managers. 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 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 DEA, MEA, NEA within 60 days from the 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 semester (following the failure to fulfill the terms of this section of the agreement). The Association agrees that if any portion of payments made in behalf of an employee who is not a member of the Association shall be invalid by any Court having appropriate jurisdiction over the Dexter Community Schools, the Association shall hold the Board harmless therefore, and shall undertake to repay such amounts to the employees involved.

E. The deduction of membership or equivalent fees, shall be made from one regular paycheck each month, for ten (10) months, beginning with the last payroll in September, and ending in June of each year. This shall apply for all veteran members of the organization and new members, whose authorization cards are received on time. Veteran members, who wish to make a direct payment to the DEA must notify the Board so that the dues deductions will not be made. New members, whose authorization cards are received too late for the initial deduction, shall have 10% of the fees deducted for each remaining month, after receipt of authorization, through the month of June. The DEA is responsible for the collection of any dues not taken through payroll deduction.

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 any and all 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 board and other established media of teacher communication shall be made available to the Association and its members.
- D. In response to written requests, the Board agrees to furnish to the Association, 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. The Association agrees to provide copies of the Code of Ethics for all Board Members and all of its agents within ten (10) days of the opening of school.
- 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 pupil's 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 exceed 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. Class Size Limits

Kindergarten - 1970-71	28 Pupils
Kindergarten - 1971-72	27 Pupils
Grades 1 through 6	30 Pupils
Special Classes for handicapped or mentally retarded	15 Pupils

Secondary School

English, Social Studies, General Education, Math, Science, Language, Business, Draft- ing.	30 Pupils
Industrial Arts, Vocational Shops, Art Homemaking	25 Pupils
Typing, Music, Health	35 Pupils
Physical Education	40 Pupils
Study Hall	45 Pupils
(In the event more than 45 pupils are assigned to a Study Hall, the Board agrees to relieve the teacher by either assigning a second teacher, or providing a lay assistant).	

2. Teacher Daily Pupil Limit (Grades 7 thru 12)

Academic Classes - 1970-71	170 Pupils
Academic Classes - 1971-72	160 Pupils

Activity type classes, such as Typing,
Physical Education, Music - North Central limits apply.

3. Payment for Overload

If there is an overload in either (or both) of Sections 1 and 2 of the class size limits, or the teacher daily pupil limit, payment will be made in the following manner:

1st. Semester

<u>\$25 Per Pupil</u>	<u>\$25 Per Pupil</u>
Certification of overload will be at the end of first nine (9) weeks 11/1/70	Immediate payment on overload after 11/13/70

2nd. Semester

<u>\$25 Per Pupil</u>	<u>\$25 Per Pupil</u>
Certification of overload will be at the end of first nine (9) weeks 3/26/71	Immediate payment on overload after 4/21/71

New dates will be established after the 1971-72 calendar has been negotiated.

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, and a provisional or permanent certification. Each new teacher shall be assigned a position within the scope of his teaching certificate.

Further, employment of a teacher whose certificate is based on the full year permit, or the 90 day permit, shall be only for cases of absolute necessity when a provisionally or permanently certified teacher cannot be secured. Prior to hiring the above person, the Association shall be notified of such fact, and be given a period of one (1) 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 or permanent certificates but whose credentials have not been fully processed by the proper certifying agency.

- E.
1. The Board agrees to reimburse 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 reimburse those teachers not able to take the normal TB skin test by reasons of health or abnormal reaction to the skin test (negative).
 3. The Board agrees to pay the actual costs of the TB X-Ray up to, but not exceeding either \$10.00 or the current rate of the out-patient clinic at the University of Michigan Hospital, whichever is higher.

ARTICLE V

TEACHING CONDITIONS

A. The Board will provide two and one half (2 1/2) teacher aides. The aides are to be assigned as follows:

1. At least 1/2 time at each of the elementary schools and high school.

2. At least the equivalent of one (1) full time at Wylie working out of the Instructional Materials Center.

The aides responsibility will be to assist in 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 schoolbus 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.

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, playground 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 workable typewriter and workable duplicator available in each teachers room or materials center to aid teachers in the preparation of instructional materials.

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 70-71 school year, but will retain those accumulated as of the beginning of the 1970-71 school year.

1. Sick leave may be used for personal illness or quarentine. 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 in 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 or within ten (10) days after ratification of the Master Contract, whichever comes later, the total of unused sick leave credits to date.

D. The Board shall provide long term disability insurance for each teacher. The teacher must be absent from duty ten (10) consecutive working days to be eligible for benefits. 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 written request, be granted a leave of absence without individual contract pay not previously earned for such time as is necessary for complete recovery from such illness, contingent upon Article VII, Section D. Upon return from leave, the teacher shall be assigned to the same position 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 outside 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 that written notification is given to the Board a minimum of thirty (30) days prior to said leave. This leave shall be for at least one semester and not more than one (1) school year, and shall be considered to be professional experience.

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 four (4) months before the expected confinement date. Maternity leave of up to three (3) years shall be granted a tenure teacher. A leave shall commence not later than the sixth (6th) month of pregnancy, except that when this date falls within one month of the end of a semester, the teacher may be permitted to complete the semester. At least sixty (60) days prior to the beginning of the school year following the birth of the child, the teacher may apply to return to work. If requested by the Board, she shall submit with such application a statement from a qualified physician attesting her ability to resume active duty.

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

Upon returning the teacher shall be assigned the same or an equivalent teaching position and shall be paid therefore at the salary step on the salary schedule immediately higher than the step applicable to her at the beginning of such leave.

2. Any probationary teacher who becomes an expectant mother shall give written notice of that fact to the Superintendent of Schools at least four (4) months before the expected confinement date. The Board of Education shall have the right to determine in each case, when the teacher concerned shall discontinue her school duties. In no case, except when the date falls within one (1) month of the end of the semester shall this be later than three (3) months prior to the expected confinement date.

G. 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 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 August 30 for leaves to be granted for the 2nd semester of that school year, or March 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 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 or serve as a member of a jury, shall be compensated for the difference between his teaching pay and the pay received for the performance of such obligation. Such teacher has a responsibility to inform the court that he is under contract with the Dexter Board of Education for the period of September 1 to June 15. Such teacher must also return to school during school hours if released for the day by the court.

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 fifteen (15) 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. No one person may use more than six (6) of these days.

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 fifteen (15) 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 3799 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. A three member committee of the Association and the building principals will meet annually within ten (10) school days following school opening to discuss evaluation procedures. At this meeting, the proposed evaluation form(s) to be used will be presented to the three member committee of the Association for discussion and clarification of criteria involved.

The Association committee will make comments on the proposed form and suggest ways for its improvement. The principals will consider all suggestions and recommendations prior to making a final decision on the exact form. (Such form subject to the grievance procedure.)

Each teacher will receive a copy of the evaluation form following its presentation and adoption. Teachers will be encouraged to use the form as one type of self-evaluation prior to their first evaluation by their administrator.

B. All probationary teachers shall be evaluated at least three times during the school year. The initial evaluation for 1st year probationary teachers shall be within the first forty (40) days of school opening. All other probationary teachers shall have their initial evaluation within the first sixty (60) days of the school year. One of the other evaluations will take place at least thirty (30) days following the first evaluation.

A copy of the evaluation will be given the teacher within five (5) days after the evaluation, and within five (5) days after the first evaluation, a conference will be scheduled between the evaluator and the teacher. A conference may be requested by either party within five (5) days of any subsequent evaluations. On the teacher's request an Association representative may be present during the conference. Three copies of written evaluations will be made, one for the teacher, one to the principal and one to the Superintendent. The teacher shall attach his signature to all evaluations to acknowledge receipt of the evaluation and the teacher retains the right to attach his comments to the evaluation.

C. All tenure teachers shall be evaluated at least once a year. A copy of the evaluation shall be given to the teacher within five (5) days of receipt of an evaluation copy.

D. Three copies of written evaluation will be made, one for the teacher, one to the principal and one to the superintendent. The teacher shall attach his signature to all evaluations to acknowledge receipt of the evaluation and the teacher retains the right to attach his comments to the evaluation.

E. Evaluations shall be in light of all evidence pertinent to the discharge of the teacher's professional responsibilities. Evaluations shall be based on the criteria previously presented to the Association committee.

F. Required evaluations shall be conducted by the appropriate principal or assistant principal. If additional evaluations are deemed necessary other appropriate administrators may be called upon for conducting such evaluations. No single evaluator shall conduct more than four (4) classroom observations in one (1) day.

G. Part of the evaluation shall include classroom observations which shall be made in person for a minimum of thirty minutes, all of which must be within the same school day. All monitoring or observations of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

H. At each level, a teacher tenure committee composed of three members shall be appointed by the Association with its responsibilities listed below.

1. During the evaluation periods they shall bring to the attention of the appropriate administrator any deviations from procedures and criteria outlined at the meeting between principals and the Association committee in the fall and that outlined in this article. The committee shall have a right to attach a statement to evaluations indicating if the procedure has been proper.

2. The evaluator will encourage the teacher to share his evaluation with the teacher tenure committee and his senior teacher so that these teachers can provide assistance to the evaluatee when necessary. If the evaluatee gives his permission to this request, copies of the evaluation will be submitted to the committee and the appropriate senior teacher. The evaluatee will be requested to sign a statement indicating that the evaluator has encouraged him to seek out his help. Copies of this statement will be provided for the building teacher tenure committee.

I. First year probationary teachers will be assigned by the three member Association committee, 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.

J. The final required evaluation of a teacher shall take place a minimum of eighty (80) calendar days before the end of the teacher's contractual year. The final written evaluation report will be furnished to the superintendent a minimum of seventy-five (75) days prior to the end of the teacher's contractual year, with a copy to the teacher at that time.

K. 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 when requested. Refusal to offer a contract shall be grounds for a grievance. At any grievance or tenure proceedings all evaluations and responses thereto, shall be admissible.

L. Each teacher shall have the right, upon request, to review the contents of his own personnel file, excluding placement credentials. A representative of the Association may at the teacher's request, accompany the teacher in this review. Each teacher's personnel 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 will provide legal counsel and render necessary assistance to the teacher in his defense provided that such teacher has acted within the terms of this agreement, the ethical code of the profession, state and federal laws and school board adopted policies in regard to discipline.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher provided that the teacher has not acted in violation of the terms of this agreement, the ethical code of the profession, state and federal laws and adopted school board policies in regard to discipline.

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 willful 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", unless otherwise specified, 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. The filing of a written grievance shall be delivered to the appropriate administrative level within forty-five (45) calendar days from the time the alleged grievance occurred or the grievant first learned of its occurrence, whichever is later. A grievance shall be declared a new grievance if it reoccurs after the above time limits are expired and a new written grievance may be filed.
3. 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 fifteen (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 Association is not satisfied with the disposition or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment therein may be entered in any court of competent jurisdiction.

Costs of arbitration shall be borne equally by the parties, except each party shall assume its own costs for representation and witness fees.

E. Exclusions

The following matters shall not be subject to appeal to Level Five (5) of the grievance procedure. In these areas, the ruling made at Level Four (4) shall be final.

1. The termination of services or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on the third year of probation.
3. The failure to re-employ any teacher to a position on the extra-duty schedule.
4. Any matter involving the contents of written teacher evaluations as long as the adopted evaluation procedure has been followed.
5. Denotion or discharge of a tenure teacher. Such teachers have recourse through the Michigan Teacher Tenure Act.

F. 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.

G. 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 the 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.

ARTICLE XV

CURRICULUM DEVELOPMENT AND IN-SERVICE TRAINING

The Board and Association agree to appoint a Curriculum Steering Committee. The committee will number ten (10). The committee will be composed of six (6) teachers, (two (2) each from elementary, middle and high school), and four (4) administrators. The committee will determine its chairman.

The committee shall be charged with general curriculum coordination and study for the school district. They shall work closely with district subject area coordinators in identifying district curriculum problems, and shall charge the subject area coordinators with the responsibility of studying and making improvements in problem curriculum areas.

All recommendations for curriculum change and for program adjustment shall be submitted to the Curriculum Committee prior to presentation to the Board. All recommendations that are approved by the committee shall be presented to the Board for consideration, action, approval or disapproval.

Funds will be made available to cover the reasonable costs of curriculum study and development. The committee shall have the right to recommend to the Administration, the areas in which funds should be appropriated.

Furthermore, to assure the continual and consistent updating of the Dexter Schools curriculum, the Board shall fill (subject to extra duties compensation, Appendix A), the following positions:

- (1) Six (6) subject area coordinators to be responsible for the coordination of the following areas; Math, Science, Social Studies, Language Arts, Advocational, and one (1) secondary coordinator of vocational education.

(A definite job description written by the Curriculum Steering Committee, shall outline the duties and responsibilities of the subject area coordinators.)

ARTICLE XVI

SALARIES

A. The salary schedule applicable to the 1970-71 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, provided the teacher does not resign or discontinue his services prior to the completion of the school year. 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, provided the teacher does not resign or discontinue his services prior to the completion of the school year.

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 (10) 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 to discuss the Board-Association relationship under the Master Agreement. The Board and Association representatives shall mutually agree to establish meeting dates, place and time.
- F. The Association shall designate teachers in each school building as Association Representatives. The Principal and Association Representatives 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, 1972.

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 further agreed that the following areas will be subject for negotiations for the 1971-72 school year.

- Article XI
- Article XV
- Base Salary Schedule
- Extra Duty Salaries
- Insurance Fringe Benefits
- Calendar

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

DRIVER EDUCATION ASSOCIATION

President

Secretary

APPENDIX A

PROFESSIONAL COMPENSATION PLACEMENT SCHEDULE

FOR 1970-71

1. Salary Schedule

Step	B.A.	B + 10	B + 20	M.A.	M + 10	M + 20	M + 30 Ed.Sp.	Ph. D.
1.	7,400	7,500	7,600	8,000	8,250	8,500	8,800	9,300
2.	7,840	7,940	8,040	8,540	8,840	9,140	9,440	9,940
3.	8,280	8,380	8,480	9,080	9,380	9,680	10,080	10,580
4.	8,720	8,820	8,920	9,620	9,920	10,220	10,620	11,220
5.	9,160	9,260	9,360	10,160	10,460	10,760	11,160	11,860
6.	9,600	9,700	9,800	10,700	11,050	11,400	11,800	12,500
7.	10,040	10,140	10,240	11,240	11,590	11,940	12,340	13,140
8.	10,480	10,580	10,680	11,780	12,130	12,480	12,880	13,780
9.	10,920	11,020	11,120	12,320	12,670	13,020	13,420	14,420
10.	11,360	11,460	11,560	12,860	13,210	13,560	13,960	15,060
11.	11,800	11,900	12,000	13,400	13,750	14,100	14,500	15,700

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 by the state of Michigan in field, requiring training that cannot be designated by college credits shall be placed two categories higher on the salary schedule than their highest educational attainment, except with respect to the Doctor's Degree, provided they have a teaching assignment in such field. No teachers shall be placed on the Doctor's Degree schedule without having earned the degree.

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 addition 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 1970-71 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 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 percent 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	12%	Wylie Yearbook	4%
Asst. Wrestling	10%	High School Yearbook	8%
Athletic Director	11%	Drama Director	10%
Golf	6%	Student Council 7-8	3%
Jr. High Head Football	5%	Student Council 5-6	3%
Jr. High Asst. Football	4%	Cheerleading H.S.	4%
Audio-Visual Dir.	7%	Cheerleading Jr. High	3%
Asst. Audio-Visual Dir.	5%	Subject Area Coordinators	
Jr. High Ath. Dir.	3%	Academic	8%
Cross Country	6%	Vocational -	
		Avocational	6%

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

1 Senior Advisor	\$400
1 Junior Advisor	400
1 Sophomore Advisor	300
1 Freshman Advisor	300
2 Eighth Grade Advisors	50 each
2 Seventh Grade Advisors	50 each
2 Washington Club Advisors	150 each
Driver Education	6.50 per hour (effective until Sept. 1, 1971)

The job description for High School grade advisors are to be developed by the building principal with assistance from the senior building representative.

Additional assistance to these advisors in sponsoring class events, shall be on an assigned rotating basis of the remaining portion of the full time high school teaching staff. Such assignment will be made by the building principal giving the staff members their major assignments at the beginning of the school year, and in other cases, at least two (2) weeks notice. Emergency situations to fill such assignments are to be cooperatively solved by the principal, the senior building representative, and the teachers.

Payment for additional assistance shall be on an hourly basis at the rate of six dollars (\$6.00) per hour with a two (2) hour minimum.

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.

APPENDIX B
SCHOOL CALENDAR

1970-71 SCHOOL CONFERENCE
DEXTER COMMUNITY SCHOOLS

Friday	Sept. 4	New Teachers - Pre School Conference
Tuesday	Sept. 8	All Teachers - Pre School Conference
Wednesday	Sept. 9	First day of school
Friday	Nov. 6	End 1st marking period
Thursday	Nov. 26	No school
Friday	Nov. 27	Thanksgiving Holiday
Wednesday	Dec. 23	No school - Christmas Holiday
Monday	Jan. 4	School Resumes
Friday	Jan. 22	1st semester ends
Wednesday	Mar. 17	No school - Teacher's Institute
Friday	April 2	School dismissed at end of day - Spring vacation
Monday	April 12	School resumes
Monday	May 31	No school - Memorial Day
Sunday	June 5	Baccalaureate
Friday	June 11	Commencement - Last day of school for students
Saturday	June 12	Final day for Teachers - Complete records

Parent-Teacher Conferences will be scheduled on the afternoons of Nov. 12, 13, or on Nov. 16, 17 for all grades K thru 12.

Two (2) 1/2 days of Parent-Teacher Conferences will be scheduled in the Spring for grades K thru 6.

Two (2) 1/2 days will be scheduled for In-service training for teachers.

The Kindergarten school day shall be 9:00 A.M. to 11:35 A.M. and 1:00 P.M. to 3:35 P.M.

When 1/2 days are scheduled for meetings and conferences, the Kindergarten sections in session will be alternated.

Days	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Stu.	16	22	19	16	20	20	22	17	20	9	181
Tchrs.	17	22	19	16	20	20	22	17	20	10	183
New Tchrs.	18	22	19	16	20	20	22	17	20	10	184