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8-30-73

1970-71 - 1971-72 - 1972-73

MASTER AGREEMENT

Between

DUNDEE EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION

Dundee Community Schools

*Dundee*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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DUNDEE EDUCATION ASSOCIATION AGREEMENT

This agreement entered into the 31st day of August 1970 by and between the Board of Education of the Dundee Community District hereinafter called the "Board", and the Dundee Education Association, hereinafter called the "Association", pursuant to Act 379 of the Michigan Public Acts of 1965. This contract shall terminate at 11:59 p.m. August 30, 1973.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality education for children of Dundee is their mutual aim; and

WHEREAS, the quality of education depends primarily upon the quality of the teaching service and the cooperation between teachers and administrators; and

WHEREAS, members of the teaching profession and the Board of Education will continue, through cooperation and communication, to improve the quality of education for the children of Dundee; and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, 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 have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## BOARD'S RIGHTS

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, 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, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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 thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE I

Recognition

- A. The Board recognizes the Association as the exclusive legal bargaining representative for all professional personnel under contract to the Board and certified by the Department of Education of the State of Michigan, excluding supervisory and executive personnel and per diem employees. The term "teacher" in this agreement shall refer to all employees represented by the Association.

ARTICLE II

Financial Responsibilities & Payroll Deductions

- A. All teacher as a condition of continued employment shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations):

or

  2. Cause to be paid to the association a representation fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement within 90 calendar days after the commencement of employment or sign and deliver to the board an assignment authorizing deduction of the non-member's proportionate share.
- B. In the event that neither of the provisions of Paragraph A are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the board shall immediately notify said teacher his services shall be discontinued at the end of the then current school year unless prior to employing a replacement teacher, the board of education shall

receive written notification from the association and the teacher that the dues or non-member's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the board of education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then and in that event, neither the association nor the teacher shall have a right to withdraw said complaint, it being recognized by the association and any teacher employed under the terms of this contract that the board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized by the association and the board of education as just and reasonable cause for the termination of employment.

- C. The Board agrees to deduct from the salaries of teachers dues for Dundee Education Association, the Michigan Education Association and the National Education Association, or a non-member's representation fee when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
- D. Regular dues or the non-member's representation fee for any or all of the above stated organizations shall be deducted together, as one deduction, in ten (10) equal monthly installments.

E.

FORM

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I \_\_\_\_\_  
hereby authorize the Board of Education to deduct the following sums in ten (10)  
equal installments as dues for the following organizations from the first  
monthly paycheck of my employment as specified in the Master Agreement.

\$ \_\_\_\_\_ Dundee Education Association

\$ \_\_\_\_\_ Monroe County District

\$ \_\_\_\_\_ Michigan Education Association

\$ \_\_\_\_\_ National Education Association

or

\$ \_\_\_\_\_ Non-member's Representation Fee

I further understand that in the event of a dispute over payments of the  
above specified amounts, I must seek my remedy from the Dundee Education  
Association. Further, it is my express understanding that this authorization  
for dues deduction shall be revocable only if I expressly so state in writing,  
a copy of which must be placed on file with the Superintendent and a copy with  
the Treasurer of the D.E.A.

Indicate by checking below which category you wish to be in:

Member

Non-member

\_\_\_\_\_  
Signature

Filed with the Board of Education

on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

- F. Authorizations for deductions filed with the Superintendent on or before the 3rd day of school, of each year, shall become effective with the first scheduled deduction of the coming school year. Authorizations for deductions filed after the 3rd day of school, shall be deducted from the monthly paychecks of the second semester.
- G. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per teacher.
- H. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA and the amount of the non-member's representation fee which are to be deducted in the coming school year under such authorizations. The amounts of deductions, as per said written notification shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this article.
- I. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- J. Dues deductions shall be transmitted by the Superintendent to the treasurer within 10 days after such deductions are made, The DEA shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.



- K. All refunds ~~claimed~~ for deductions under ~~such~~ dues authorizations shall lie solely with the ~~Association~~. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.
- L. Any dispute between the D.E.A. and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- M. The association will save the board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the board of education may be liable by virtue of enforcing the provisions of this article.

### ARTICLE III

#### Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A Item I which is attached.
- B. If negotiations under Article XIII are conducted during the school day by mutual consent of both parties, a teacher engaged in behalf of the Association shall be released from regular duties without loss of salary.
- C. The Board retains the right to assign or discharge teachers from their extra services duties. Extra-service duties are those duties which are covered on a separate schedule set forth in Schedule A Item II.

- D. All remunerations beyond the basic salary schedule are set forth in Schedule A Items II, III, IV, and V.
- E. The Association shall not conduct internal business during school hours.
- F. Release time in the amount of eight (8) hours per school month shall be made available to Association business or conferences without loss of pay. Twenty four hour notice shall be given. This time may accumulate to 40 hours. No more than two persons at one time shall be absent for the purpose of Association business. The Association shall pay the current cost of the substitute required under the provisions of this paragraph.

#### ARTICLE. IV

##### Teaching Hours

- A. Teachers check in no later than 25 minutes before the opening of the pupils' regular school day.
- B. Teachers at assigned place of duty no later than 15 minutes before the opening of the pupils' regular school day.
- C. Teachers may leave school after buses leave premises except when school is dismissed in advance of the normal teaching day. On days when school is dismissed in advance of the normal teaching day, teachers desiring to leave when buses leave shall request permission from the building principal. Reasonable requests shall be granted unless professional duties are required for the good of the system.
- D. Secondary rooms shall be opened and supervised by the teacher assigned to said room at least five (5) minutes prior to the start of the scheduled class period.

- E. All elementary teachers shall be entitled to a ~~duty-free~~ uninterrupted lunch period in no event less than sixty minutes except when scheduled for hall lunch line duty. In no case shall lunch line duty exceed the period of time needed for line to enter cafeteria and in no event shall teachers lunch period be less than 35 minutes. All grade 1 - 6 teachers, Art, Music, Library, Special Education, Remedial Reading, Physical Education and any other full time special teachers shall serve equal time according to a schedule arranged by the Principal. Other full time noon supervision services by volunteer teachers or lay persons shall be paid at the contracted rate per year.
- F. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester but shall be in no event longer than the foregoing.
- G. A teacher shall not leave his class unattended at any time except in emergency situations.
- H. Attendance at professional staff meetings is required of all teachers unless with prior approval of Principal. Such meetings shall not aggregate more than 2 hours per month. In the event a teacher shall not attend a professional staff meeting as required by this paragraph without prior approval of the Principal, said teacher shall be subject to disciplinary action which may include any or all of the following: Written reprimand to be placed in the teacher's personnel file, a copy of which is sent to the Association; a deduction from the next regular paycheck of an amount equal to the pro-rata daily pay for the time missed from the meeting; for repeated offenses, possible dismissal from the staff, which the Association recognizes as reasonable and just cause for dismissal.
- I. For repeated offenses of any or all of the above paragraphs or sub-sections thereof, a teacher will be subject to the penalties as prescribed in paragraph H immediately preceding this paragraph.

## ARTICLE V

### Instructional and Curriculum Council

There is hereby established a joint Instructional and Curriculum Council consisting of three (3) representatives appointed by the Board, and three (3) representatives appointed by the Association; the Superintendent to be appointed as the Chairman of this Council, in addition to the three (3) representatives appointed by the Board. The Council shall meet on a date mutually agreed upon by the members of the Council but in no case shall the Council meet less than once a month. The purpose of the Council shall be to advise the Board and the Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters.

The Instructional and Curriculum Council may appoint such joint professional study sub-committees as are deemed necessary. The Council may establish a Discipline Review Board which shall study and recommend discipline policies and procedures. It is expressly understood that the Council shall act as an advisor in an advisory capacity only and all of its recommendations shall first be cleared with the Superintendent before submitting same to the Board of Education.

## ARTICLE VI

### Teaching Loads and Assignments

- A. All junior and senior high school teachers shall have one (1) assigned preparation period daily.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be permanently assigned, outside the scope of, their teaching certificates or their major or minor field of study.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable.

Such changes will be ~~voluntary to the extent possible~~. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

- D. The Administration shall not assign any teacher more than one study hall nor more than four subject matter preparations per day unless there is no other economically and academically reasonable means of completing the Scheduling of academic assignments. Any teacher who is assigned more than one study hall or more than four subject matter preparations per day shall have the right to review the circumstances necessitating such assignments with the building principal.

## ARTICLE VII

### Teaching Conditions

- A. Because pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The class sizes, as hereinafter specified, shall become effective as soon as possible but not later than the fourth Friday count from the beginning of each school year of this contract in order to allow for administrative adjustments because of unforeseen contingencies. In the event kindergarten classes exceed 30 students per teacher or elementary grades 1-6 exceed 31 students per teacher, or 35 in the secondary, the teacher or teachers affected or to be affected thereby may request a conference in writing to be held not less than 10 days from said request with the Superintendent, building principal, and DEA representative, at which time an adjustment shall be discussed. The class sizes as enumerated above shall prevail during the first two years of this contract (1970-71 & 1971-72) but shall be reduced by one (1) in each case during the third year (1972-73) of this contract.

Teachers who are assigned classes which exceed these maximum standards shall receive in the secondary 50¢ per pupil per class per day and \$2.00 per pupil per day in the elementary grades for those teachers who have them for a full

day; for those teachers who have students less than a full day, the Administration shall pro-rate the \$2.00 for actual time a teacher spends with the student. It is expressly understood that classes which have traditionally been taught in large groups such as, but not necessarily limited to, physical education, pool, and music need not conform to the above standards. Size of Industrial-Vocational classes, Drafting, Home Economics, Art and other specialized classes shall be determined by the nature of the program and special equipment available. Special education classes for the mentally retarded and slow achievers in grades 1-6 shall exceed 17 students per teacher only after a conference, as herein above mentioned.

- B. All required mental maturity and achievement tests shall be scored and recorded by machine.
- C. The Board shall continue to make available in each school a lunchroom, restroom and lavatory facilities and a faculty lounge in which smoking shall be permitted, which shall conform to the same or better standards as those now in existence.
- D. Present telephone facilities shall be made available to teachers for their reasonable use.
- E. The Board and the Association recognize that matters of student behavior and Discipline are a matter of mutual concern and responsibility, and since the Teacher's authority and effectiveness in maintaining an atmosphere conducive to maximum social and academic development in and outside the classroom, the following guidelines have been established for Jr. and Sr. High.
  - 1. Teachers will make, personally and privately, every effort to handle problems of student misconduct on the grounds, halls, and classrooms, using educationally acceptable methods, as a first step in attempting to correct problems of poor social development.

2. Detention periods, thirty minutes after regular school hours, to be held at least twice each week for use of teachers when methods outlined in Item 1 have proven ineffective. In order to use this period for maximum effect, (counseling, guidance, etc.) it will be conducted and supervised by an administrator responsible for discipline, or teacher asked by administration when necessary. Association will furnish list of teachers available for administration to call upon when necessary.
  3. A committee on social development consisting of representatives of DEA and Board is established for the purpose of reviewing and making recommendations of action in those cases that are referred to it by a teacher or administrator. This committee will have the right to request the presence of those people concerned with the case for the purpose of establishing a basis for a recommendation of action.
  4. The provisions of paragraphs 1 and 3 above shall be applicable to the elementary as well.
- F. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. Said child shall be sent to the principal's office. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing.
- G. The High School members of the Association shall select all faculty members of the High School Coordinating Council. Such members shall have attained tenure and be representative of instructional areas.

ARTICLE VIII

Vacancies and Promotions

- A. When vacancies in professional positions and other contractual assignments occur, and new positions are established during the school year, the Board will publish the vacancy and the new position along with the qualifications as determined by the Board. Appointments by the Board will be final.
- B. Any qualified teacher may apply for such vacancies. Vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant.
- C. Vacancies (see exception) and newly established positions occurring in summer vacation will be referred to the Association President and no appointments made until fourteen days have elapsed since posting of letter to DEA.
- D. Exception: Any resignation of regular teacher from July 1 to September 1 may be filled without notice to the Association.

ARTICLE IX

Transfers

- A. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he may have had under this Agreement including being placed on salary step in accordance with years of service.



ARTICLE X

Illness Or Disability

A. At the beginning of each school year under this agreement each full-time teacher shall be credited with a sick leave allowance as follows:

First year (1970-71 - 10 days accumulative to 105 days.  
Second year (1971-72)- 11 days accumulative to 110 days  
Third year (1972-73) - 12 days accumulative to 115 days.

Sick leave shall be earned at the rate of one-tenth the yearly allowance for each month, or major fraction thereof, the teacher works September through June. If a teacher's employment is terminated for any reason at any time during the school year, and he has used more sick leave than earned, his final pay will be adjusted accordingly by deducting from said pay the amount of unearned used sick leave previously credited to him. Sick leave shall be used for absences caused by illness or physical disability of the teacher. The Board reserves the right to require medical verification that inability to work was due to illness.

B. Absence due to injury or illness arising out of or in the course of the teacher's employment for which workmen's compensation award is given shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and the benefits received under the Michigan Workmen's Compensation Act up to one school year from the first day of absence.

C. Terminal Leave

1. Teachers retiring at the age of 65 and with at least ten years of service in the Dundee Community Schools will be compensated for unused sick leave as follows:

Unused sick days 1 to 30 inclusive:

at \$7.00 per day (1970-71) - to \$210  
at \$9.00 per day (1971-72) - to \$270  
at \$10.00 per day (1972-73) - to \$300

Unused sick days 31 to 100 inclusive:

at \$3.00 per day (1970-71) - to \$210  
at \$4.00 per day (1971-72) - to \$280  
at \$5.00 per day (1972-73) - to \$350

2. ~~Teachers resigning after serving for fifteen years in the Dundee Community Schools~~ will be compensated for unused sick leave as follows:  
Unused sick leave 1 to 50 days inclusive at \$5.00 per day - to \$250.
3. Should any teacher die who would have qualified under one or two above had he resigned or retired, the amount specified under 1 or 2 above shall be paid to the estate of the deceased or a named beneficiary.

ARTICLE XI  
LEAVES OF ABSENCE

- A. Leaves of absence with pay chargeable against sick leave but no accumulative shall be granted for the following reasons:
  1. A maximum of five days per school year for a critical illness in the immediate family or spouse's immediate family: wife, children, parents, sisters and brothers.
  2. Personal leave shall be allowed as follows:

First year of contract (1970-71) - 2 days  
Second yr. of contract (1971-72) - 3 days  
Third year of contract (1972-73) - 3 days

Personal leave shall be allowed for conduct of personal affairs which cannot normally be handled outside school hours. A teacher planning to use a personal leave day or days shall fill out a written request form and present it to his building principal at least 24 hours in advance. The principal shall return the written request form, indicating approval or disapproval, with the signature of the principal and the date. Personal leave days shall not be used for nonessential affairs such as recreation or shopping. No more than an aggregate of four teachers shall be absent at any one time. Reasonable restriction can be expected for personal leave request for a school day immediately before or after a holiday, weekend, or vacation period and during the first and last weeks of the semesters.
- B. Leaves of absence with pay not chargeable against sick leave shall be granted for the following reasons:
  1. A maximum of three days per school year for a death in the immediate family or spouse's immediate family: wife, children, parents, sisters and brothers.

- 2/ ~~Absence when a teacher is called for jury service.~~ School shall pay the difference between jury pay and school pay.
3. Teachers shall be paid for appearing before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances when subpoenaed as a witness involving litigation arising out of the teacher's employment. It is expressly understood that this paragraph shall not apply to a teacher who is a party to any form of litigation, such as a plaintiff or defendant in any civil or criminal litigation.
4. Each teacher may be allowed on prior approval of building principal and/or superintendent attendance at conferences, clinics, or approved visitations to other schools at board expense. It is expressly understood that approval is for attendance at the discretion of the building principal and/or the superintendent of schools.
5. Time necessary to take the selective service physical examination, not to exceed one day.
6. Any teacher granted a leave of absence under any provision hereafter contained in this article shall notify the Superintendent in writing at least 60 days prior to the termination date of his intent to return or resign.

Leaves of absence without pay not to exceed one year shall be granted with prior administrative approval for the following purposes:

1. Study related to the assignment of the teacher.
2. Study to meet eligibility requirements for a certificate other than the one held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.

Upon return from approved leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. The regular salary increment occurring during such period shall be allowed. The years limitation may be extended at the discretion of the Board.

D. Maternity leave:

Maternity leaves may be granted without pay upon the following conditions:

1. Teacher shall submit a written request for maternity leave not later than two (2) months after pregnancy has been determined. Said written application shall be submitted to the Board of Education which shall have the right in its sole discretion to determine the beginning and ending date of the maternity leave, said beginning and ending date to correspond as nearly as possible with the beginning or termination of the school year or a semester. Said maternity leave shall not exceed one year except it may be renewed upon written application and the discretion of the Board of Education.
2. The maternity leave shall commence not later than the fifth month of pregnancy except in accordance with paragraph 1, above.
3. Upon granting of said leave by the Board of Education, the teacher shall be entitled to return to the school system upon expiration of said leave upon filing with the superintendent a written statement by a physician of her proper health and condition and the recommendation of the superintendent of schools indicating that a vacancy exists for which she is qualified and certified. The Board of Education reserves the right in its sole discretion to approve accelerated termination of a maternity leave on the basis of each individual case.
4. Failure to return from maternity leave on the date specified in said leave or application shall conclusively be deemed resignation by the teacher.

E. Adoption leave:

Adoption leave shall be granted without pay upon written request for such leave and shall not exceed 12 months. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position at same salary step when leave was taken.

- F. Sickness leave exceeding that for which sick leave days have been accumulated may be granted without pay upon written request for such leave when the contract teacher presents to the Board of Education written certification from a medical doctor that extended sickness leave is necessary. Said leave may extend up to

the balance of the school year and may be renewable at the discretion of the Board. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position at same salary step when leave was taken. In order to qualify for return, the teacher must present himself for duty at the beginning of the school attendance year occurring not more than one year from the granting of the leave. See Tenure Act, Article V. Sec. 2.

- G. The Board may grant, at its discretion, a leave of absence not to exceed one year without pay to teachers who are required by their position as members of any school, political, religious, or labor association, or are appointed to its staff, may for the purpose of performing duties for said Association. Teachers given such leave shall receive credit toward annual salary increment of the schedule appropriate to their rank.
- H. Military leaves of absence shall have all rights of re-employment as stated in Public Act of 1943 as amended.

## ARTICLE XII

### Teacher Evaluation

It is understood that evaluation of all teachers within the Dundee Community Schools is an administrative prerogative and a continuous and on-going process. It is, however, the policy of this school system that each probationary teacher will be evaluated on the "Probation and Tenure Teacher Evaluation Sheet" at least twice each year, preferably once each semester. The evaluator is to be the principal and/or assistant principal. In an effort to stimulate tenure teachers to assist in improving the professional ability of probationary teachers there is hereby established the informal position of Tenure Coach in each grade level in K-6 and such other Tenure Coaches as shall be appointed by the principal in other grades or areas of teaching as the principal shall determine. Tenure teachers only will be considered as Tenure Coaches. Suggestions are encouraged from the Association. Preference in matching Tenure Coaches' field with that of the probationary teacher is also encouraged.

The duties of the Tenure Coach shall include assisting probationary teachers

assigned to them including constructive criticism of teaching techniques. The Tenure Coach may be present at the conference following the formal evaluation at the request of the probationary teacher and shall in all cases sign the evaluation forms. Consultation between the principal and the Tenure Coach is to be encouraged at least prior to final formal evaluation.

Tenure teachers are to be evaluated at least once every two (2) years on the formal evaluation sheet above mentioned. After evaluation is completed on the above mentioned evaluation sheet, the teacher is to sign the evaluation sheet to indicate that he is aware of the contents. Probationary evaluation sheets shall be signed by the Tenure Coach also. The evaluation form will remain with the administrator.

It should be kept in mind that the primary purpose of evaluation is to aid in helping each teacher, probationary or tenure, to become a more competent teacher in his chosen field. A secondary objective is that the evaluation sheet may be used as a basis for determining probationary or tenure status.

#### ARTICLE XIII

##### Protection of Teachers

- A. Teachers shall be expected to exercise prudent care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property of teacher or complainant.
- B. Any case of assault by a student upon a teacher shall be promptly reported to the Board or its representatives. After review of the report and any independent investigation it may make, within 3 school days, the Board shall first determine whether the teacher has acted within the scope of its policy and inform the teacher within 5 school days of date of incident. If the Board determines that the teacher has properly acted within the scope of its policy, it shall provide an attorney at its own expense to discuss with the teacher his rights and obligations concerning the incident. This obligation shall not extend to trial preparation. The following letter of intent will serve to clarify the

preceding sentence: While the Board's obligation to the teacher shall not include the necessity of trial preparation it may in its own discretion carry the expense of a trial thereafter. It is the policy of the Board of Education to back teachers in student discipline matters where the teachers use reasonable judgement in handling behavior problems.

- C. A teacher involved in an assault as specified in B shall not be charged with time away from the job which arose as a result of the assault provided the Board determines the teacher has properly acted within the scope of its policy.
- D. Complaints directed toward a teacher shall not be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

#### ARTICLE XIV

##### Negotiation Procedures

- A. No later than March 1 prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- B. Any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. After ratification by both parties their representatives shall attach their signatures to the ratified agreement within twenty-four hours. There shall be no less than three (3) signed copies for the purpose of record; one retained by the Board, one by the Association, one by the Superintendent.

ARTICLE XV

Grievance Procedure

- A. A grievance shall be an alleged violation or misapplication of the expressed terms of this contract or written board policy.
- The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
1. The termination of services of or failure to re-employ any probationary teacher.
  2. The placing of a non-tenure teacher on a third year of probation.
  3. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. The Association shall designate 8 representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants and the Association.
  2. It shall contain a synopsis of the facts giving rise to the alleged violation;
  3. It shall cite the section or subsections of this contract or the written board policy alleged to have been violated;
  4. It shall contain the date of the alleged violation;
  5. It shall specify the relief requested.



~~Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.~~

- E. Level One - A teacher believing himself wronged by an alleged violation of the express provisions of this contract or written board policy shall (within eight (8) days of its alleged occurrence) with an Association representative orally discuss the grievance with the building principal (or his designated representative) in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. If alleged occurrence happens after the beginning of the school year but prior to October 15 the teacher shall have 15 school days to initiate action.

Level Two - A copy of the written grievance shall be filed with the superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within 5 days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and the designated association representative at the option of the grievant to discuss the grievance. Within 5 days of the discussion the superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within 5 days of the discussion, or the decision is unsatisfactory to the grievant and the association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the board in charge of drawing up the agenda for the board's meeting not less than 5 days prior to the next regularly scheduled board meeting.

~~Level Three~~ - Upon proper application as specified in Level Two, the Board shall allow the grievant or grievants and not more than two association representatives an opportunity to be heard at the meeting for which the grievance was scheduled.

Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the association shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the association.

Level Four - Individual teachers shall not have the right to process a grievance at level four.

- a. If the Association is not satisfied with the disposition of the grievance at level three, it may, within 10 days after the decision of the Board, request in writing the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to pre-emptorially strike not more than 3 from the list of arbitrators.
- b. Neither party may raise a new defense or ground at level four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three days prior to the hearing a pre-

hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

- c. In the event the grievance is not settled prior to the hearing the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
- d. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board Policy, nor annual assignments of extra duties for extra pay outlined in schedule   A  .

If any grievance award shall include back pay, and said award shall not extend more than thirty days prior to the date of the level one conference.

- e. Grievance of similar nature may not be consolidated except upon express written mutual consent.
- f. The costs of arbitration shall be born equally by the parties except each party shall assume its own cost for representation.
- F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon. The Association shall have the right to withhold its sig-

nature at any level thereby stopping the processing of the grievance thereafter.

It is expressly understood that the Association shall have the right to be present at the adjustment of a grievance at any level. The Board or its designated representatives shall inform the Association Grievance Committee Chairman or his designated representative prior to the time of any adjustment.

- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations except upon mutual agreement.
- I. In the event a grievance is filed after May 5 of any year of this contract and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process the grievance prior to the end of the school year or as soon thereafter as possible. After the end of the school year, "days when school is in session" as referred to in paragraph C of this article, shall be construed as "calendar days."

#### ARTICLE XVI

##### No Strike Clause

The Association recognizes that strikes as defined by Section I of Public Acts 336 of 1947 of Michigan as amended, by the teachers, are contrary to law and public policy. The Board and Association subscribe to the principal that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees, that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Further it is agreed that in the event a strike or sanction is imposed against the Board of Education during the life of this contract, that its president and the chairman of the negotiation team will, within 24 hours after the commencement of said strike or sanction, publicly by means of radio, television or publication circulated within the district, denounce said strike or sanction as contrary not

~~only to this agreement but the law and public policy of the State of Michigan and~~  
publicly state as aforesaid that it is not in keeping with the high standard of the  
profession of teaching. That in the event said strike or sanction continues for  
more than 24 hours, it is hereby agreed that the Board of Education may obtain a  
judgement in a court of competent jurisdiction, the sum of not less than 1/45 of  
the then State Aid, as stipulated damages against the Association and its members  
jointly and severally for each day that the strike thereafter continues.

If an unauthorized strike or sanction should occur by less than 10% of the  
Professional Unit and the Association fulfills its above stated responsibilities  
with respect to complete denouncement of the strike or sanction the Board agrees  
to proceed through its legal dismissal procedures rather than through its power  
to obtain judgement.

The foregoing no strike clause shall be suspended during the period of salary  
negotiations during the second and third years of this contract. During this  
period, if the Association shall in any manner withhold services, the Board shall  
not be obligated to pay any of the benefits under the provisions of the balance of  
the contract, nor shall any other provisions of the balance of the contract be in  
effect. This amendment shall not be construed to reopen other provisions of the  
contract for negotiation. In the event any form of withholding of services is  
caused in any manner by any issue other than salary schedule A, the provisions of  
the foregoing no strike clause shall be construed to remain in full force and  
effect.

ARTICLE XVII

Miscellaneous Provisions

- A. Teachers shall be informed of telephone numbers and personnel they shall call 2 hours before the opening of the pupils' regular school day to report unavailability for work. They shall also inform the personnel to whom they report of a telephone number where they can be reached in the event it is necessary to contact them on matters pertaining to their assignment or other urgent school business. Once a teacher has reported his unavailability for work it shall be the responsibility of the administration to arrange for a substitute teacher. In the event the teacher shall fail to notify the designated personnel as above stated at the time indicated or before, his pay shall be reduced proportionately from the next regular paycheck except when the superintendent shall specifically waive, in his sole discretion, the provisions of this paragraph.
- B. The Association shall have the right to review such statistical information of the Board of Education as is available to the residents of the school district as provided by law.
- C. The Association and its members shall have the same privilege to use school building facilities as any other group pursuant to written board policy. A bulletin board shall be made available in each school building exclusively for teachers use. The Association shall have the right to use the teacher mailboxes for distribution of Association materials.
- D. Board of Education policies: The written policies of the Board which apply to wages, hours and working conditions shall be a part of this contract and except as they may be superseded by express provisions of this contract shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this agreement.

- E. This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and the employees in the bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time limit provided for doing so such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.
- F. No new teacher shall be employed by the Board before August 1 for a regular teaching assignment for the ensuing school year who does not have a Bachelor's Degree from a college or university accredited by NCATE and a provisional or permanent certificate.
- G. The Board of Education reserves the right to require physical or psychiatric examination of any teacher when in their judgement such is necessary to determine ability of teacher to properly function as a teacher. Cost to be paid by the Board.
- H. Letter of Intent
- Not to be issued before April 1, except when this date shall fall during or after spring vacation, the letter of intent may be issued immediately preceding the spring vacation.

I will be interested in a contract for \_\_\_\_\_ - \_\_\_\_\_ when negotiations resulted the mutual acceptance of a master agreement by the DEA and the Dundee Board of Education.

I will not be interested in a contract for \_\_\_\_\_ - \_\_\_\_\_

I am undecided.

Subject and/or grade level

First choice      Subject \_\_\_\_\_ Grade \_\_\_\_\_

Second choice    Subject \_\_\_\_\_ Grade \_\_\_\_\_

I have the educational and/or experience qualifications for the following positions and desire to be considered for these positions if they are now open or will be open in the future. \_\_\_\_\_

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Signature \_\_\_\_\_

Comments \_\_\_\_\_

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### LAYOFF PROCEDURE

- A. Seniority. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be length of continuous service with the Dundee Community Schools Board of Education. Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in grades K-6 and by subject matter taught in grades 7-12.
- D. Any teacher who is granted Tenure shall have seniority from the last date of hire.
- E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the 1st day of October.
- F. Necessary reduction of Personnel--LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the board of education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:
  - 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.

2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:

(a) Probationary employees will be laid off first where a teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

(b) In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification, knowledge, skill and efficiency on the job and physical fitness. In the event a layoff shall occur the Association shall be notified of the pending layoff at least thirty (30) days before it is effectuated and shall have the right to review the layoff list not less than fifteen (15) days prior to notification of the teachers to be affected. In the event of a dispute concerning the layoff list the Association shall have the right to file a written grievance at level two of Article XV (Grievance Procedure) within five (5) days of the review of the layoff list.

G. RECALL. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.

H. The recall list shall be maintained by the Board of Education for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

SCHOOL CALENDAR FOR 1970-71

Aug.	31	Mon.	Teachers' Orientation meetings
Sept.	1	Tues.	First day of classes.
Sept.	7	Mon.	Labor Day. No school.
Nov.	26	Thur.	Thanksgiving Day. No school Thurs. and Fri.
Dec.	22	Wed.	Christmas Vacation begins at close of school day.
Jan.	4	Mon.	Classes resume.
Jan.	22	Fri.	End of first semester.
Jan.	25	Mon.	Second semester begins.
Mar.	17	Wed.	Teachers' Institute. No school.
Apr.	8	Thur.	Spring Vacation begins at the close of school day.
Apr.	19	Mon.	Classes resume.
May	31	Mon.	Memorial Day. No school.
June	4	Fri.	Final day of school year.

Attendance Days - 180

Teacher work days - 181

Any school calendar mutually agreed upon may exceed but never have less days than fully prescribed for the state aid allowance. It is further agreed that any revision for any reason from the above calendar will not extend the school year beyond the required 180 days. If such revision is necessary the Board or its representatives and the negotiating team of the Association shall meet in conference and reach agreement concerning the days to be added. If no such agreement can be mutually reached, the Board shall present to the Association at least two choices for their final decision.

The Association must make its decision within five days after the submission by the Board or forfeit its right to make the final decision. If it is possible to complete the 180 days prior to the originally scheduled closing date, the Board agrees that at least one of its proposals shall not extend the school year beyond the originally scheduled closing day.

With respect to the calendars for the 1971-72 and 1972-73 school years it is mutually agreed that the Association will present calendars for each year not later than May 1 of that year and that the Association proposal will form the working paper in a negotiating conference between May 1 and May 15 with the representatives of the Board at which time agreement on a calendar for the ensuing year will be made.

If no agreement can be reached the procedure above described for revision of the 1970-71 calendar will be followed in determining the calendar for each of the second and third years of this agreement.

SCHEDULE A

I

SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$7500	\$8000
2	7800	8400
3	8100	8900
4	8400	9400
5	8800	9900
6	9200	10500
7	9700	11100
8	10300	11700
9	10900	12400
10	11600	13200

INSURANCE

The Board will pay up to \$36.96 per month per teacher towards M.E.S.A. Super Medical or Blue Cross-Blue Shield hospitalization coverage. It is expressly understood that a teacher not eligible for full family coverage shall be intitled to premium payments only up to the amount of the premium for which they are entitled, but in no event to exceed the above stated amount.

This provision shall not be altered during the length of the contract - three years through the 1972-73 year.

II

1970-71

Extra Duty Assignments

	<u>Amount</u>
Club Sponsor (meet one night per week	\$200.00
Senior Band	\$550.00
Ass't Band Director	\$385.00
Librarians (Extra 2 wks. of 30 hrs. per wk.)	\$ 5.75 hr.
Industrial Arts (Extra 2 wks. of 30 hrs. per wk.)	\$ 5.75 hr.
Annual Sponsor	\$300.00
Senior Play	\$180.00
Junior Play	\$180.00
Future Homemakers Sponsor	\$265.00
Future Teachers Sponsor	\$100.00
Certified Teacher: Drivers Training, Adult Education, Recreation and Summer School (Board Approved Program)	\$ 5.75 hr.
Senior Class Ass't Advisor	\$ 60.00
Jr. Class Head Advisor	\$120.00
Sophomore Class Head Advisor	\$120.00
Freshman Class Head Advisor	\$ 60.00
Student Council Advisor	\$120.00
Teachers as chaperones at social events	\$ 7.00 per event
Head Football Coach (incl. extra wk.)	\$1004.96
Ass't Football Coach (incl. extra wk.)	\$717.83
Jr. Hi Football Coach (Does not include extra wk.)	\$501.84
Head Basketball Coach	\$1004.96

J. V. Basketball Coach	\$717.83
Freshman Basketball Coach	\$501.84
Jr. High Basketball Coach	\$501.84
Head Track Coach	\$574.27
Ass't Track Coach & Jr. High Track	\$501.84
Swimming Coach	\$574.27
Head Baseball Coach	\$574.27
Ass't Baseball Coach	\$501.84
Head Golf Coach	\$574.27
Wrestling Coach	\$574.27
Athletic Director	\$880.00
Choral Music Director	\$125.00
Cheerleaders Sponsor (Attend Games)	
Varsity	\$240.00
Jr. Varsity	\$200.00
Jr. High	\$120.00
Noon supervision - Volunteer Teachers - Elementary	\$375.00
Secondary	\$360.00
Playground Supervision	\$360.00

#### III

No meetings during school hours, except the Student Council, unless approved by the Administration.

Noon supervision. In the event there are no volunteer teachers, lay people will be hired if possible.

Supplementary contracts will be issued for all extra services which do not appear on the teacher's individual contract.

#### IV

Teachers at the secondary level shall receive \$5.50 for each conference period they are used as substitute teachers. Contract elementary teachers, when used as substitute teachers for art, music, and physical education shall be paid at the rate of \$5.50 per hour for actual time assigned.

All substitute pay in this paragraph shall be paid at the end of each semester only.

V

Credit for prior teaching experience up to and including 5 years will be granted to those teachers newly employed after the close of the 1969-70 school year.

VI

In service training program:

After obtaining permanent certification by the Department of Education, The Board of Education will pay \$15.00 per semester hour for credit earned after employment at Dundee Community School begins; said payment not to exceed \$300.00 and subject to the following:

1. Reimbursement will be made in October following completion of work to a teacher employed at that date. Evidence of successful completion of hours qualifying under this reimbursement must be presented to the Superintendent on or before October 1st of the year of completion in order to receive reimbursement.
2. Reimbursement will be limited to courses which pertain to the teaching assignment of the teacher.



Duration of Agreement

This Agreement shall be effective as of August 31, 19 70  
and shall continue in effect for 3 years until 11:59 p.m. on the 30th  
day of August, 19 73. This Agreement shall not be extended  
orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
The Superintendent

TEACHER EDUCATION ASSOCIATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Chief Negotiator for Association