

MASTER AGREEMENT

BETWEEN

**DEXTER COMMUNITY SCHOOL
DISTRICT
BOARD OF EDUCATION**

AND

**DEXTER EDUCATION ASSOCIATION
WASHTENAW COUNTY EDUCATION
ASSOCIATION**

Effective July 1, 2004

To

June 30, 2007

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AGREEMENT

This Agreement is entered into by and between the Board of Education of the Dexter Community Schools, hereinafter called the Board, and the Washtenaw County Education Association, MEA/NEA, hereinafter called the Association, which shall designate the Washtenaw County Education Association, MEA/NEA, solely in its representative capacity for the employees of the Dexter Community Schools in the bargaining unit recognized in this Agreement. No part of this agreement shall prevent the parties from implementing mutually beneficial and agreeable alternatives.

PREAMBLE

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

WHEREAS the members of the DEA/WCEA 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,

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

ARTICLE I

RECOGNITION, ASSOCIATION SECURITY, PAYROLL DEDUCTIONS

- 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 certified personnel under contract and all personnel under contract employed (one-fifth time or more) as nurses, physical therapists, occupational therapists, school psychologists, instructional specialists, school social workers, and other professional educational personnel, (one-fifth time or more) but excluding: superintendent, assistant superintendents, support program directors, and assistant directors, business manager, payroll and benefits manager, principals, assistant principals, and supervisors employed by the Board (whether or not assigned to a school building). The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.
- 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 Association shall notify the Board at the beginning of each school year of the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues and representative service fees to be deducted. The amounts designated by the Association shall be deducted pursuant to the authority set forth in M.C.L.A. 408.477.

In the event that a bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

- D. The deduction of membership or representation service fees, shall be made from twenty consecutive paychecks beginning with the first payroll in September of each year. Veteran members who wish to make direct payment to the Association must notify the Board so that the dues deduction will not be made. The Association is responsible for the collection of any dues not taken through payroll deduction.

- E. The Board shall also make payroll deductions upon written authorization from teachers for annuities, financial institutions, savings bonds, charitable donation, authorized voluntary contributions to the Association (MEA/NEA), or any other plans or programs jointly approved by the Association and the Board.
- F. The Association agrees to hold the Board harmless and to indemnify it from any liability, court costs, or attorney fees arising because of its actions in compliance with the Association security provisions of this Article.
- G. Nothing herein contained shall be construed to deny or restrict any teacher rights s/he may have under Michigan Statutes. The rights granted to teachers hereunder shall be construed to be in addition to those therein provided.
- H. In the event that there is conflict between language in this contract and individual building handbooks, the language in this contract shall take precedence.

ARTICLE II

BOARD OF EDUCATION RIGHTS & RESPONSIBILITIES

- A. The Board hereby retains and reserves unto itself, 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 not limited to, the rights to:
 - 1. The executive management and administrative control of the school district, its properties, equipment, facilities and operations.
 - 2. Determine the services, supplies and equipment for its operation and to determine all methods and means of delivering its services, including the right to establish grade levels and courses of instruction, special programs and athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 - 3. Direct the work force, hire employees, make assignments, appropriately discipline or discharge employees, and expand or reduce the work force.
 - 4. Establish or modify school business hours, days or schedules, except as specified in Article IV.
 - 5. Establish, continue, revise and/or adopt rules and personnel policies for the operation of the school district.
- B. 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 shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

TEACHERS' RIGHTS & 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 schools.
- 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. The Association shall have access to all means of mass communication available within the district for communicating with its members regarding Association business.
- D. The Board of Education agrees to provide the Association with any and all public documents relating to the operation of the school district in compliance with the terms of the Freedom of Information of Act (FOIA).
- E. The Association and Board affirm their commitment to comply completely with the Civil Rights Acts of the State and Federal governments with regard to prohibiting discrimination based on race, creed, ancestry, religion, sex, color, marital status or National origin.
- F. Academic freedom within the discipline of teaching the prescribed curriculum shall be guaranteed to teachers.
- G. 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 example the basic objectives of a democratic society.

ARTICLE IV

TEACHING HOURS

- A. The Association and its members recognize the importance of professional punctuality and attendance. Teachers shall notify the school office when departing and returning at any time other than the regularly scheduled time. Teachers will check their correspondence, (e.g. e-mail, voice mail) upon arrival and before leaving in the afternoon.

The normal work week for teachers shall be 35 hours, 7 hours per day.

Teachers are required to be in their assigned stations fifteen (15) minutes before the student day officially begins, and to remain for a sufficient period after the end of the student school day to attend to those matters which properly require attention at that time.

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

B. Preparation Time:

1. K-4: The Board will strive to staff the elementary program in such a way that support/ancillary staff (which could include art teachers, music teachers, P.E. teachers or media specialists) will be in a ratio of five regular classroom teachers to one support/ancillary staff member.
2. K-2: Each teacher shall receive not less than 600 minutes per two-week period for planning purposes. No preparation shall be less than a 30-minute block.
3. 3-4: Each teacher shall receive not less than 300 minutes per week for planning purposes. No preparation shall be less than a 30-minute block.
4. 5-6: Each teacher shall receive a continuous block of 60 minutes preparation time per day.
5. 7-8: Each teacher shall receive 580 minutes each two week period for planning purposes. No preparation shall be less than a 30 minute block. Based on scheduling requirements, preparation may be 20 minutes greater or less than 580 each two weeks. (The schedule designed in 2001

for the 2001-2002 school year shall continue to be in place until a change is approved by a 2/3 vote of the building teaching staff.)

6. 9-12: High school teachers shall provide no more than five (5) periods of instruction per day.
 7. 9-12: High school teachers shall have one (1) preparation period per day equal in length to a normal teaching period.
 8. 9-12: The high school may design a schedule which provides teachers with the same planning as teachers in grades 7-8. Such a plan will become effective if and only if 2/3 of the building teaching staff votes to approve it, and the Superintendent approves it.
- C. When teachers are required to travel between buildings during the school day, no less than fifteen (15) minutes for such travel time shall be provided in lieu of other passing time.
- D. Elementary Art, Music, Physical Education, and Media teachers shall be provided no less than five (5) minutes transition time between classes.
- E. No later than the first full week of school, the principal of each building shall designate one (1) day of the week which may be used for faculty meetings. Faculty meetings shall last no more than one (1) hour after pupil departure. Pupil departure is defined as 15 minutes after the end of the school day. Attendance at no more than two (2) faculty meetings per month may be required.
- F. Teachers will be required to attend one evening open house and one evening parent teacher conference session each year.
- G. Teachers who volunteer and are assigned to supervise students during bus loading or unloading will be paid at the Basic Teacher Hourly Pay rate with a half hour minimum.

ARTICLE V

TEACHING CONDITIONS

- A. The Board will provide support personnel, for the purpose of assisting teachers with tasks related to maintaining technology and completing necessary clerical tasks. There is no requirement on the number of personnel district wide or by building. Rather, a defined level of service shall be provided.

Teachers who have larger than normal equipment or supply inventories will receive voluntary/paid assistance with inventorying supplies/equipment arranged by the building principal. Teachers will receive assistance for duplication of teaching materials with a 24-hour turn around time and similar support responsibilities. Requests for assistance with technology problems will be responded to within 24 hours. If the problem prevents a teacher from being able to perform his/her normal teaching duties, it will be resolved within twenty-four hours (not counting weekends and holidays). To ensure that these tasks are performed, building representatives will meet with building principals to clarify the procedures within the first week of school, and as necessary during the school year to maintain the quality of this assistance.

- B. Each building shall contain at least one teachers' room which shall be exclusively for use by teachers or support personnel. The Board shall be responsible for equipping and maintaining these rooms in a comparable manner.
- C. Each classroom will be equipped with a telephone programmed in such a way as to provide all appropriate internal and external access.

All facilities that accommodate after school activities shall have a telephone with a long distance line for emergency calls.

- D. Adequate parking facilities shall be made available to teachers. The Board agrees to maintain the parking facilities, especially in regard to snow removal.
- E. The Board recognizes that appropriate texts, computer software, 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.

- F. Each teacher will be assigned a computer for personal, professional and instructional use. Each building will contain appropriate copying facilities for the preparation of instructional materials.
- G. Each teacher shall be allowed to spend on his/her own judgment up to .12%- of BA base salary to purchase small cost supplies to implement his/her instructional program. The Board agrees to reimburse the teacher for such expense on or about October 15th and May 15th, by check provided that the teacher keeps accurate records of such purchases.

2004-05 – \$50.36

2005-06 – TBD

2006-07 – TBD

- H. All requisitions will be processed within ten (10) days and, when approved, the requisitioner will be notified. If rejected, the requisitioner will be notified as to the reasons for the rejection.
- I. The temperature within each classroom shall be between 65° and 75°F.
- J. The Board will provide a classroom for each teacher whenever possible.
- K. Teachers shall be assigned to the same room all day whenever possible. If it is necessary for a teacher to travel to another room, s/he shall travel to the nearest most appropriate classroom.
- L. Use of school building facilities shall be prioritized as follows:
 - 1. Activities related to the delivery of the core K-12 academic program of the schools.
 - 2. Extra curricular academic and athletic activities provided for K-12 students.
 - 3. Community Education and Child Care programs that are community focused.
 - 4. Programs external to the school community.

It is understood that with the addition of the new Center for Performing Arts and bringing on a sixth building for 2002-03 school year, it is necessary for district employees wishing to reserve the following school building facilities to

do so four (4) months in advance. For facilities marked * a six (6) month notice is needed.

- *Center for Performing Arts
- *High School common area
- *Mill Creek cafeteria
- *Wylie swimming pool
- High School gymnasium
- High School media center
- High School swimming pool
- High School Aerobics and Fitness area
- Mill Creek gymnasium
- Creekside cafeteria
- Creekside gymnasium
- Wylie Elementary cafeteria
- Bates cafeteria
- Cornerstone cafeteria
- Copeland auditorium

It is highly recommended that teachers who normally request these facilities do so prior to September of each year, to preserve optimum dates for plays, athletic contests, banquets, concerts, and performances. The administration will be responsible for scheduling all athletic and performance practices in such a way as to insure appropriate preparation of participants and to minimize inconvenience for supervisors and participants. Also, the administration will continue to be responsible for scheduling all athletic events.

The following procedures will be followed when outside organizations make a request to rent a school facility:

1. The applicant will be told by Community Education that there is a 14-calendar day waiting period.
2. The DEA and DESPA presidents will be informed of the request within three calendar days and will be responsible for notification of their members.
3. The DEA and DESPA will have 11 calendar days to notify Community Education of any conflicts with existing scheduled or normally occurring events.
4. If there are any conflicts, the applicant will be notified and may either submit a new date for consideration or negotiate with the affected group for a new date. If a new date is selected, this process will be repeated.

- M. When appropriate a 504 Plan will be developed for any general education student who needs temporary accommodations regarding personal care/management needs. The 504 Plan will be developed and approved by the building administrator, the classroom teacher/s, the parents, and will include an Association Representative. This team may request the input of any other school staff member deemed appropriate.

ARTICLE VI

TEACHING LOADS, ASSIGNMENTS AND QUALIFICATIONS

- A. At the 7-12 grade levels the number of class preparations required of teachers, excepting self-contained classroom teachers, will be kept to a minimum within the framework of staff, schedules and room availability. Said teachers shall not be assigned more than four different class preparations, including electives at the middle school, during any marking period.

Part time teachers shall not be assigned more than three preparations, including electives at the middle school during any marking period.

- B. Building schedules will be developed in an open and collegial manner. Early drafts will be posted and faculty input will be solicited. Every attempt will be made to accommodate individual requests within the context of restrictions imposed by this contract, staff levels and available space.

Teachers will be notified in writing of teaching assignments for the coming year, by June 1. When it is necessary to change teaching assignments after June 1, the teachers involved will be immediately consulted. Alternatives which may be suggested by the teachers will be considered by the administration prior to the final decision.

- C. The Board agrees to abide by the following class size limitations whenever possible.

1. Class Size Limits

Class size shall be reduced by one for grades K-2 beginning in the 2004-05 school year. Class sizes shall be reduced by one for grades 3-4 beginning in the 2005-06 school year, and class sizes shall be reduced by one for grades 5-6 in the 2006-07 school year.

Kindergarten

24 pupils per class: 2004-05

23 pupils per class: 2005-06

22 pupils per class: 2006-07

Grades 1-2

25 pupils per class: 2004-05

24 pupils per class: 2005-06

23 pupils per class: 2006-07

Grades 3-4	27 pupils per class: 2004-05
	26 pupils per class: 2005-06
	26 pupils per class: 2006-07

Grades 5-6	28 pupils per class: 2004-05
	28 pupils per class: 2005-06
	27 pupils per class: 2006-07

The Board and the Association agree that, for the duration of this agreement only, there shall be no overload payment made for the first overload in grades K-6 based on the class size for that school year. All additional overloads shall be paid at the rate indicated in Section D of this Article.

K-6 (Art, Music, Phys. Ed., & Media):

K-6 class limits apply

General Subject Matter (7-12):

30 pupils per class

160 teacher daily total pupil limit – Grades 7-8

135 teacher daily total pupil limit - Grades 9-12

Physical Education (7-12):

33 pupils per class

165 teacher daily total pupil limit – Grades 7-12

Special classes:

25 pupils per class – Grades 9-12

Advanced Biology, Composition, Advanced Composition,
Physics, Chemistry, Practical Biology, Creative Writing, ES,
IPS, and IIS

27 pupils per class – Grades 9-12 at the end of this agreement the
class size of the following classes will return to 25 per class.

Advanced Placement Classes, Art, Journalism, Intro. To Journalism, Computer Labs, and Vocational Classes

25 pupils per class – Grades 7-8

Elective lab classes

Band, Orchestra, and Chorus

Limit of 180 pupils per day per teacher to be calculated on a daily basis.

2. The Board and teachers agree to provide services to students with identified handicaps according to the terms developed through Individualized Educational Planning Committees (IEPC's). The document, Special Education in Dexter, bound with this contract, provides general information and guidelines about definitions and processes. The document may be changed or amended to reflect changes in law or conventional practice only through mutual agreement of the parties using the Meet and Confer process.

No teacher shall accept a demonstrated substantial disproportional number of mainstreamed handicapped students. This means that no classroom teacher shall be responsible for a total number of certified handicapped students, or for a number of any particular classification of certified students which is in excess of the number of such students divided by the number of sections of students at that grade level. To promote the equitable distribution of responsibility for mainstreamed pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, a pupil who has been certified through an IEPC or has been diagnosed as having an Attention Deficit Disorder will be placed in the classroom which is least impacted by the pupil, considering the severity of the individual handicap and the overall size of the classes available. Assistance may be provided to teachers with responsibility for special education students mainstreamed into their classes.

Alternative methods of distribution of handicapped students that lead to greater program quality or efficiency may be used if they are developed by all involved staff and approved by the Board and Unit Director. Such programs should be reviewed and evaluated yearly.

3. When class lists are being developed, teacher input shall be solicited to insure numerical balance of students. Before class lists become finalized

and distributed, teachers shall be given five (5) working days to review the lists and, when appropriate, make recommendations for changes. The final class lists shall be presented to teachers before the end of the preceding school year. Changes made after the end of the school year will be approved by affected teachers, recommending teachers, and the Association Representative before the class lists are considered final. If at any time the classes are unbalanced by three or more students, there shall be a meeting of the principal and the teachers of that grade level to discuss possible solutions.

4. Advanced Placement Courses:

No teacher shall be required to teach an Advanced Placement class.

The first year teaching an AP class, the AP teacher shall be scheduled for an additional planning period.

The second year teaching an AP class, the teacher shall receive an additional 10% of his/her salary, or be scheduled for an additional planning period at the choice of the teacher.

The third year and all consecutive years thereafter, the teacher shall receive an additional 5% of his/her salary.

A teacher shall be considered to be in the first year of teaching an AP class if he/she has not taught that class in the last 5 years.

5. No teacher shall be required to accept a team teaching assignment.

6. No teacher shall be required to undertake regular class assignments during scheduled preparation time where there are enough additional class sections in the building which can be logically and practically combined into a half-time teaching position.

D. In the event overloads in class sizes are scheduled, the administration will meet with representatives of the Association to explain the overload and explore alternatives. When overloads must occur, the affected teachers will be compensated as follows: (These numbers will be adjusted to the rate of salary increase for each year of the agreement). The numbers listed are based on 1.5% salary increase.

Grades K-6	\$279.61 for each overload: 2004-05 (This rate is four times the 7-12 rate)
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TBD for each overload: 2005-06
(The actual rate shall be four times the 7-12 rate)

TBD for each overload: 2006-07
(The actual rate shall be five times the 7-12 rate)

Grades 7-12 \$69.90 for each overload: 2004-05
TBD for each overload: 2005-06
TBD for each overload: 2006-07

Notes:

1. Overloads for Grades 7-12 shall be defined as the total pupils assigned minus the total pupil limit, or the sum of individual class overloads, whichever is greater.
2. Total daily teacher pupil limit for Mill Creek - summation of class size limits for classes assigned or 160, excluding exempt classes, whichever is less.
3. Total daily teacher pupil limit for high school - summation of class size limits for classes assigned or 135, excluding exempt classes, whichever is less.
4. Overloads shall be calculated for each nine-week period, with certification for overload being the end of the third week of each nine week marking period. Overload payments will be made on the next possible payday following the end of each third week.
5. Part-time teachers shall have a proportional TDTPL.
6. The rate of increase of overload payments shall be equal to the rate of overall salary increase.
7. For Grades 5-12, band/orchestra and chorus overloads will be calculated using the following method:

Each day the total overload will equal the $(\text{total pupil load} - 180) \div 45$.
The total overload for the marking period will equal the sum of the daily overloads.
8. With respect to overload compensation for teachers of K-6 specials, (Art, Music, Phys. Ed., and Media), the following calculation method will be used:

NOTE: The first overload is not compensated per Section C regarding the regular classroom teacher.

For a typical week, for each fifteen minutes a class section or fraction of is taught by a specials teacher, a number of students one above the established class size limit will result in an overload payment of 1% of the current overload rate; (in 2004-05, 1% of \$279.61 is \$2.80).

- E. There shall be at least two full-time certified school counselors at grades 9-12, one full-time certified school counselor at the grades 7-8, and one full-time certified school counselor at grades 5-6. Every effort will be made to provide a certified school counselor at grades K-4.

Because of the nature of the counselor's work at the high school, the Board agrees to have at least one counselor on duty during regular office hours for one (1) week prior to the scheduled opening of school and one (1) week after the scheduled closing of school. Each additional day is to be paid at the counselors' annual contract salary based on schedule A divided by 184. At least two counselors at the high school and two counselors at the middle school shall be considered full time counselors and shall not be assigned regular duties in attendance, discipline, administration, or clerical duties and study hall or lunch room responsibilities.

- F. No teacher shall be assigned pupils who are enrolled in another Dexter Community School class which meets at the same time as the teacher's class. This does not, however, preclude the provision of enrichment opportunities for pupils with exceptional promise or remediation opportunities for pupils with special needs as may be educationally appropriate.
- G. The Board agrees that no teacher shall be employed for a regular teaching assignment who does not have certification from the State of Michigan. Each new teacher shall be assigned within the scope of the issued teaching certification.
- H. When the teachers' work schedule is divided between the high school and the middle school, the Board recognizes that equity in the teachers' workload must be maintained. Therefore, the academic year work load will equal full time.
- I. Special Positions.
 - 1. The following positions shall be filled by Association members:

- a. Media specialists

There shall be one full time, certified Media Specialist at each building.

b. Substance abuse program coordinators

Current goals are for at least a half time person at each level (K-4), (5-8), and (9-12).

c. Curriculum consultants

There shall be at least one district curriculum consultant who shall be a member of the bargaining unit.

d. Teaching positions outside the current defined school day.

Such positions shall be defined by a committee - the majority of which shall be appointed by the Association.

2. In the event that special, unforeseen circumstances arise during the duration of this contract, the Board and the Association may, by mutual consent agree to temporarily delete one or more of these positions for an agreed upon, specified period of time for the purpose of dealing with such crises.

J. Staffing Decisions

By March 15, of each year there shall be a formal opportunity for the Association to advise the administration as to its perception of the district's needs regarding staffing. Each year, at least one Meet and Confer session shall deal with staffing issues.

K. Highly Qualified Teachers

The District shall have a subcommittee of its school improvement team with membership that includes an equal representation of administrators and teachers. This subcommittee forms the portfolio assessment team and will consist of six members. The assessment team will determine the teachers' subject matter content competency based on the Michigan portfolio guidelines. The teacher members of the committee will be appointed by the Association, and will be compensated at the Basic Hourly Teacher Pay Rate.

ARTICLE VII

VACANCIES AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Therefore, prior to implementation of any transfer, all affected personnel shall be informed of prospective changes. The Board shall consider subsequent teacher input.
- B. A vacancy is defined as any newly created bargaining unit position or a current bargaining unit position vacated because of the resignation, retirement, death, transfer, discharge for cause, or leave of absence of the person assigned, provided the Board of Education determines to maintain the position. Whenever a vacancy occurs the Board of Education shall give written notice to the Association by delivering notice to the local Unit Director. The Association shall be responsible for simultaneously posting the vacancy notice in each building. Vacancy notifications will be posted at least seven (7) calendar days before the position is filled. In the case of an emergency, positions may be temporarily filled without posting.

Personnel hired to replace persons on approved leaves will be eligible for continuing employment only when vacancies occur in areas for which they have academic qualifications that meet or exceed North Central Association (NCA) standards.

- C. Whenever vacancies occur during the summer vacation period the following procedure will apply in lieu of the posting.
 - 1. Teachers with specific interests in possible vacancies will notify the Superintendent of their interest in writing before the last day of the school year and shall include the address where they can be contacted during the summer.
 - 2. Should such vacancy occur, the teachers who have expressed interest for the position shall be notified via certified letter.
 - 3. It shall be the responsibility of the contacted teacher to notify the Superintendent in writing, via certified letter, of continued interest within seven (7) calendar days after notification via certified letter.
 - 4. Vacancies shall be filled in a manner which facilitates the recall of the most senior qualified teacher on layoff.

- D. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing educational program. When vacancies occur during the school year, and the Superintendent in his/her reasonable judgment determines not to fill the vacancy from within the District, the Board will either recall qualified laid-off personnel immediately, in order of seniority, or hire a permanent bargaining unit replacement within ninety (90) days. Vacancies which occur during the school year as a result of leaves of absence for less than a school year may be filled with temporary substitute personnel.
- E. Any teacher may apply for a vacancy. Application shall be made in writing to the principal responsible for supervising the position. An interview will be granted by the supervising principal to each bargaining unit member who has made formal application within the seven calendar day posting period. In the event an interviewed bargaining unit member is not assigned to the vacancy for which s/he has applied, the bargaining unit member may request from the supervising principal and shall be granted a written statement indicating the reasons the assignment was denied. Reasons given shall be based on past evaluations, results of the interview, input from the committee interviewing, and why or why not the candidate meets the expectations and job description of the position or relates to the philosophy and mission of the building. No vacancy will be posted outside the school district until all bargaining unit candidates making application within the seven (7) day posting period have been interviewed and it has been determined that no bargaining unit candidate will be assigned to the position.
- F. When said position has been filled, the applicant and the Association will be promptly notified of this action and if rejected for such position the applicant has the right to a conference with the Superintendent or his/her designee to discuss the reasons for rejection.
- G. Transfers and changes in assignments will be made on a voluntary basis whenever possible. Involuntary transfers will only be made in the following situations.
1. When the layoff of an Association member would be the result of an Association member refusing an involuntary transfer;
 2. When the administration determines a situation can only be remedied by invoking an involuntary transfer. The teacher with the lowest district seniority will be transferred in this situation. In this case a teacher at another building may be required to take an involuntary transfer to resolve the situation.

The Association may file a grievance if the Association believes there are other reasonable remedies.

- H. Upon written application and prior approval of the Superintendent, bargaining unit members who have been involuntarily transferred to positions in levels where they have not taught for a period of five (5) years or to positions requiring the exercise of certification acquired more than five (5) years previously and not used within the past five (5) years will be reimbursed for reasonable educational expenses necessary to upgrade skills required for successful performance in the position.
- I. If a teacher (either probationary or tenured) has been evaluated according to the criteria established (Article XII, Section B.2 A-E) for probationary teachers and the teacher has been given an unsatisfactory evaluation, involuntary transfer may be invoked.
- J. If by reason of involuntary transfer the affected teacher wishes to resign instead of taking the assigned position, the teacher may do so as soon as a satisfactory replacement can be appointed.
- K. When a teacher on layoff is qualified for a vacancy which occurs during the school year, said vacancy need not be opened for application by other currently assigned personnel. When said vacancies occur during the summer months the vacancy shall be open for application by other currently assigned personnel in accordance with Article VII, Section B.

ARTICLE VIII

REDUCTION IN PERSONNEL

- A. In the event of a general cutback or reduction of teaching staff through layoff from employment, the following procedures will be utilized.
 - 1. Teachers not holding a valid Michigan teaching certificate will be laid off first, provided there are certified and qualified teachers to replace and perform all of the needed duties of the laid-off teacher.
 - 2. If reduction is still necessary, then probationary teachers with least number of continuous years of teaching in the Dexter School System will be laid off first, provided there are remaining certified and qualified teachers to replace and perform all of the needed duties of the laid-off teachers.
 - 3. If further reduction is still necessary, then tenured teachers with the least number of years of continuous teaching experience in the Dexter School System will be laid off first, provided there are certified and qualified teachers to replace and perform all of the needed duties of the laid-off teachers.
- B. Certified teachers shall be defined as teachers who hold a valid Michigan teaching certificate.
- C. Qualified teachers shall be defined as teachers who possess a major or minor or have previous teaching experience in the district in the subject matter area to be taught.
- D. Length of service or seniority is defined as service in the Dexter School System as a member of the bargaining unit. Leaves of absence, with or without pay and absence due to layoff are not to be considered a break in service, but service time shall continue to accrue during periods of paid leave, or periods of layoff only. The first day worked shall commence accrual of service time.
- E. A seniority list shall be maintained by the district. Teachers shall be ranked in order of seniority. Accompanying the name of each teacher shall be a listing of the teacher's certification endorsement. Said seniority list shall be presented to the Association annually during the month of October for review. Corrections shall be brought to the attention of the administration. Ranking of teachers with the same length of service shall be determined by a drawing each year. The

Association and teachers so affected shall be notified in writing of the date, place and time of the drawing.

- F. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- G. All probationary teachers to be laid off shall be given at least forty-five (45) calendar days written notice, and tenured teachers shall be given at least sixty (60) calendar days written notice.
- H. Teachers on layoff shall be recalled to available positions for which they are certified and qualified on the basis of greatest seniority. Teachers on layoff who acquire additional credentials which expand the scope of their certification and/or qualifications shall have those credentials considered for the purpose of determining their recall to available positions; except such additional certification and/or qualifications may not be utilized to displace any teacher who has not been placed on layoff. No new teacher shall be hired in a position until all laid off teachers certified to perform the position have been given an opportunity to return to active duty in that position.
- I. The Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, signed by addressee, to said teacher at his/her last known address. The teacher shall notify the Board of acceptance or rejection of recall within fifteen (15) calendar days of the receipt of the notice by certified mail. It shall be the responsibility of each teacher to notify the Board of any changes of address. The teacher's address as it appears in the Board records shall be conclusive in connection with layoff, recall or other notice to the teacher.
- J. A laid-off teacher shall retain his/her right to recall for at least five (5) years. During this time a teacher shall forfeit his/her right to recall unless s/he shall annually provide to the Board during the month of June a written notification of his/her continued interest in the teaching position. Likewise, it shall be the responsibility of the teacher to inform the Board of any change in permanent address. The teacher shall forfeit continuing rights to recall if s/he does not accept recall to a comparable position when offered. This language is subject to allowable extensions of recall to be stipulated by State law or the Tenure Commission. A teacher who refuses recall and who is granted extension rights by the State Board or Tenure Commission shall not accrue seniority in the bargaining unit during the period of time for which recall is refused.

Recalled teachers shall be informed of their recall by certified mail and shall have fifteen (15) days to respond to the recall notification. Failure to respond to a recall notification shall constitute forfeiture of all recall rights.

- K. Laid-off teachers will have the first opportunity to become substitutes. Teachers on layoff shall advise the Board in writing of their availability and willingness and shall provide the Board with a current address and phone number.
- L. Laid-off teachers, during the time they are subject to recall, shall be allowed to maintain at their expense the group insurance benefits consistent with COBRA regulations which are being provided to Dexter teachers, within the limitations of the insurance carrier. If direct payment is not possible, premiums shall be paid one (1) month in advance through the Dexter Schools.

ARTICLE IX

LEAVES

A. PAID LEAVE

1. Teachers shall earn one (1) day of paid leave for each month of work to a maximum of ten (10) days per year. The yearly allotment of ten (10) days shall be credited for available use at the beginning of each year. All earned but unused leave days shall accumulate without limitation. At the beginning of the school year each teacher shall be provided with a statement of their accumulation as of the end of the previous school year. The following conditions and requirements apply:
 - a. Paid leave may be used for personal injury, illness, quarantine, disabilities of the employee related to pregnancy or personal recovery therefrom. The Board reserves the right to require a physician's statement in writing.
 - b. If a teacher is ill and unable to report for duty s/he shall notify the building principal or his/her designated representative by 6:30 a.m. for those teachers who begin at 8:00 a.m., and 7:15 a.m. for those teachers who begin at 9:00 a.m.
 - c. All teachers aware of an impending period of physical disability or illness shall notify the administration of such as soon as possible. Said notification is to be accompanied by a statement from the attending physician giving the anticipated commencement date and anticipated duration of the disability or illness.
 - d. For each half (1/2) day or fraction thereof that any teacher is absent in excess of his/her accumulated leave, his/her final compensation for the year will be reduced in an amount according to his/her salary divided by 368. This also applies in event of an absence for which leave cannot be used or is forfeited.
 - e. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary until such time as an amount of money equal to the accumulated leave value is to be determined by dividing the teacher's base

salary by 184 and multiplying by the number of accumulated leave days as of the day of leaving work because of injury or disease compensable under Worker's Compensation Law.

- f. Leave days may also be used to attend to the illness of the teacher's parents and those established as members of the teacher's household residing in the teacher's home which requires the teacher's presence. Not more than two (2) consecutive days may be used for any single incident of illness, except in the case of critical illness. Up to five (5) days of leave per year may be used for illness of parents/children not living in the teacher's home.
 - g. An expectant mother may use up to 10 leave days immediately before her due date. Up to 30 leave days may be used following the birth of a child. The use of these leave days will not come under the guidelines of part (a.) of this section.
2. Each previously employed teacher shall be credited with three (3) personal leave days. Newly employed teachers shall be credited with one (1) personal leave day each three (3) months of work to a maximum of three (3) days. Unused personal leave days shall not be cumulative but shall be added to the teacher's personal illness leave accumulation at the end of the school year. The following conditions and requirements apply to all teachers utilizing personal leave days.
- a. 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. It is specifically agreed that use of these days to engage in recreational activities, seek summer employment or part-time employment or take a vacation of any kind is not valid.
 - b. 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.
 - c. Teachers desiring to use a personal leave day shall notify their principal in writing forty-eight (48) hours ahead of time, except in emergency situations which preclude such notice, by filling out the proper form.
 - d. Teachers experiencing extenuating circumstances, outside the above described conditions, may apply to the Superintendent for short term, paid or unpaid leaves of absence.

3. Teachers will be allowed a maximum of three (3) days per funeral not charged to paid leave days (A.1.), for the purpose of attending the funeral of a close friend or relative of the teacher. Teachers shall also be allowed to use up to three (3) additional paid leave days from their accumulated leave days per funeral for the purpose of assisting in settling the affairs of the deceased. The use of additional days beyond these six (6) days may be approved by the Superintendent. (Teachers shall use appropriate discretion in the use of these days.)
4. Approved conference and visitation days are not charged to leave or personal days.
5. Leave days shall not be charged to teachers on Act of God days, unless the teacher affected is involved in a long-term disability as specified in Article XVII Section E. The day will be counted if, and only if the teacher specifically requests that it be counted. Such requests must be in writing and must be made within one (1) calendar week of the Act of God day.
6. 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 s/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.
7. 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. A teacher may apply for one of the following:

- a. A sabbatical for a full year and paid half (1/2) salary.
- b. A sabbatical for one (1) semester and paid half (1/2) salary during the semester on leave or three-quarters (3/4) salary on an annualized basis.
- c. A sabbatical for one-half (1/2) day each day for a full year and paid full salary.

In all cases, the teacher will receive full fringe benefits.

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 towards an approved advanced degree program at an accredited 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 year, or by March 30 for the following fall semester or school year.

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

- a. Date of filing application.
- b. Purpose of leave.
- c. Length of service in school system.
- d. Professional growth of staff member.
- e. Potential benefit to school system.
- f. 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 or to refund to the district a full value of the salary received during the sabbatical period and, therefore, as a condition to receiving final approval for a sabbatical leave a teacher shall file with the personnel office a written agreement stipulating that following the leave s/he will remain in the service of the Board for a period of either one (1) 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 (2) 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.)

8. The President/Unit Director or Vice President/ Assistant Unit Director of the D.E.A. shall be permitted to use his/her preparation period to contact other teachers as long as it does not interfere with the educational process of the school.
9. In the beginning of every school year, the Association shall be credited with twenty-five (25) days to be used by the teachers who are officers of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of the date for intended use of said leave. No one person may use more than six (6) of these days. Such days may also be used by the Association to cover members absences that arise out of special circumstances deemed legitimate by the Association but not specifically covered by other language relative to leaves.
10. The D.E.A. President/Unit Director will be released two (2) days per year and the equivalent of 300 minutes per week or one released period per day during the school year from his/her 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 twenty-five (25) Association days.

B. UNPAID LEAVE OF ABSENCE

1. Upon the submission of a request by a teacher, the Board shall grant a leave of absence for the reasons and under the conditions as follows:
 - a. 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 s/he would have had s/he taught in the district during such period. This clause shall apply to teaching for the period of induction or for his/her first enlistment. This credit shall not in any case exceed four years.
 - b. A tenured 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 (1) semester and not more than one (1) school year, and may be considered to be professional experience. An additional semester or year shall be granted provided the request is made by March 1 or November 1, prior to the end of the leave.

- c. A tenured teacher with four (4) years of continuous service to the district shall be granted a leave without pay or other benefits for the purpose of engaging in study at an accredited college or university. The length of the leave may be for one (1) semester or one (1) school year. A teacher granted such a leave is guaranteed the same position or an equivalent position upon return from such leave. The time on such leave of absence shall not count as experience on the salary schedule. The time limits that apply to sabbatical leaves for application shall apply for educational leaves.
- d. Provided that the Association requests a leave of absence in writing on or before May 1 of the year preceding the leave, the D.E.A. President/Unit Director shall be released one (1) class period per day during the school year from his/her 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 the children. This period shall be scheduled adjacent to the President's/Unit Director's planning period. Any alternative plan for the release of the Unit Director which is acceptable to the Association and to the Board shall be implemented. The President's/Unit Director's salary shall be reduced proportionately during the time s/he is on reduced teaching load.
- e. Parental/Child Care Leave.
 - i. Tenured Teachers.

Decisions in regard to taking maternity/child care leave and returning from maternity/child care leave shall be a matter between the expectant mother and her physician.

The expectant mother shall notify the Board of her decision if she decides to take a leave, sixty (60) days before the leave is to begin. Maternity/child care leaves of absence may be granted for a period of time up to the remainder of the

semester in which the leave begins plus two (2) additional semesters.

Teachers returning from maternity/child care leave shall be assigned to the same or an equivalent teaching position.

ii. Probationary Teachers.

Probationary teachers may request maternity/child care leave on the same basis as tenured teachers in E.1. above. It is agreed that probationary teachers must serve the full probationary period before becoming eligible for the tenure status and no teacher may gain tenure while on leave of absence.

iii. The Board will consider reasonable requests for leaves of absence for adoptive parents and provisions of such leaves, if granted, shall be similar to Article IX, E.1. above.

iv. The prospective father shall notify the Board of his decision if he decides to take an unpaid leave, sixty (60) days before the leave is to begin. Paternity leaves may be granted for a period of time up to the remainder of the semester in which the leave begins plus two (2) additional semesters.

Should an emergency arise, a father may apply for a leave outside the timelines.

v. Employees on parental/child care leave shall have their insurance benefit paid for by the district for the first twelve (12) weeks of the leave, according to the terms of the Family Medical Leave Act.

f. A tenured teacher who will complete step C at the time the leave begins shall be granted a general leave of absence without pay for a period of up to one (1) year, upon his/her request. Such leaves must begin at the beginning of a semester and must end at the conclusion of a semester. Requests for such leave must be made by April 1 for leaves to begin the following September and by October 1 for leaves to begin at the start of the second semester.

No more than four (4) general leaves shall be in effect at the same time.

2. Extenuating circumstances falling outside the guidelines for general leaves of absence may be considered by the Board.
3. All leaves in 1 and 2 shall be subject to the following conditions unless specifically stated otherwise in this agreement:
 - a. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave sixty (60) days in advance.
 - b. All leaves of absences shall be for the remainder of a semester or school year, or full semester or school year at the option of the teacher, unless otherwise arranged with and approved by the Board.
 - c. Prior to returning from a leave related to a disability condition the Board may request a physician's statement regarding the teacher's physical fitness for employment.
 - d. A teacher shall not accrue salary schedule advancement credit during the time on leave.
 - e. Upon return from leave, teachers shall be placed in a position for which they are certified and qualified.
 - f. Reduction in personnel may be required in some instances to place the returning teacher in such a position, and in applying the criteria for reduction in personnel the returning teacher could be laid off.
 - g. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.
 - h. Teachers on leaves of absence during the second semester of the school year who are due to return from such leaves by the following September must notify the Board of their intent to return or not to return by March 1, by certified mail. Provided the Board has notified the teacher of this clause by February 15, by certified mail, failure to properly notify the Board under the above condition shall constitute resignation from the district.
4. Emergency short term leaves of absence.

- a. Teachers may apply to the Superintendent for a short term emergency leave of absence for extenuating circumstances outside the personal leave day circumstances.

ARTICLE X

TERMINAL LEAVE PAY

- A. In appreciation for services to the school district, a Terminal leave payment of 100% of the number of accumulated paid leave days, Article IX. A1., times the following rate: 2004-05 - \$89.60 2005-06 - TBD 2006-07 - \$TBD will be paid, provided this teacher shall have been employed in the Dexter School District for ten (10) years and upon retiring (defined as receiving retirement benefits from the State of Michigan) from the teaching profession while a teacher at Dexter.
- B. In appreciation for services to the school district, a Terminal leave payment of 50% of the number of accumulated paid leave days, Article IX, A.1, times the following rate: 2004-05 - \$89.60 2005-06 - TBD 2006-07 - TBD will be paid to any teacher who is voluntarily leaving the district.

ARTICLE XI

WORK STOPPAGE

- A. During the term of this Agreement neither the Association nor persons acting in its behalf shall cause, authorize or support, nor will any of its members take part in any strike (i.e. as defined by Section I of Public Act 379 of 1965 as amended). The Association reserves to itself its right of sanction.
- 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 XII

EVALUATIONS

- A. Teacher evaluation is a process established for the following purpose:
1. To improve instruction.
 2. To help teachers plan and establish goals.
 3. To help teachers revise or improve practices, procedures and techniques, thereby resulting in more effective teaching.
 4. To collect evidence concerning growth or lack of growth as a professional educator.
- B. 1. All Teachers.

The observed classroom performance of each teacher shall be evaluated by his/her building principal or assistant principal. In the event the district employs or appoints a qualified clinical evaluator, the observed classroom performance evaluation may be performed by such evaluator.

Upon request of the teacher, for each evaluation initiated by the administration, an additional evaluation shall be conducted by a district administrator selected by the teacher.

The following minimum standards shall be followed in all teacher evaluations:

- a. Within five (5) days of the beginning of the school year each building principal shall supply each teacher with a copy of the evaluation form (Appendix C) or if either a teacher or administrator wishes to use a different form, s/he shall notify the other party of this intent. This form shall be mutually agreed upon within the first 30 days of school.
- b. The initial evaluation of a teacher shall not take place during the first twenty (20) days of school for all teachers, but must take place within the first forty-five (45) days of school for probationary teachers. Subsequent evaluations must be a minimum of twenty (20) days apart.

Other in-classroom observations may take place at any time.

- c. Each evaluation shall include an in-classroom observation period of a minimum of thirty (30) minutes twenty (20) of which must be consecutive.
- d. All monitoring or observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Only direct observations made by the evaluator shall be used in evaluations.
- e. No single evaluator shall conduct more than four (4) classroom observations in one day.
- f. After each evaluation, a copy of the evaluation shall be given to the teacher, within ten (10) days after the evaluation.
- g. Three (3) copies of the written evaluation shall be made, one (1) for the teacher, one (1) for the principal, and one (1) for the Superintendent, or his/her designee.
- h. The teacher shall attach his/her signature to all evaluations to acknowledge receipt of the evaluation, and the teacher retains the right to attach his/her comments to the evaluation, provided these written comments are submitted within ten (10) days of the receipt of the evaluation. Any further response shall be separate from the evaluation.
- i. Copies of the evaluation shall appear in the teachers' personnel file by the end of the school calendar year.
- j. Testing results shall not be used as a sole criteria in teacher evaluations.
- k. If a teacher receives an unsatisfactory rating in a specific criterion of an evaluation, the evaluator shall state in specific terms the reasons for his/her belief, and indicate specific ways in which the teacher is to improve. If, in subsequent evaluations the criterion of evaluation that was rated as unsatisfactory is not so noted again, it shall mean that adequate improvement has taken place.

2. Probationary Teachers.

- a. A minimum of two (2) evaluations shall be completed annually. At least two shall be by the principal or assistant principal. Only the person conducting the observations shall fill out and/or sign the evaluation form.
- b. The principal and the teacher will work together to develop an Individual Development Plan, (IDP).
- c. Each probationary teacher will be assigned a mentor who is a "master teacher" whose function is unrelated to the evaluation process.
- d. The final evaluation shall be completed at least seventy (70) calendar days prior to the end of the school year.
- e. A meeting between the evaluator and the teacher shall be scheduled by the evaluator within fifteen (15) days of the evaluation.
- f. On request, an Association representative, or Board representative may be present during the conference. Notification of another's presence must be given sufficiently prior to the meeting, to allow the other party to arrange representation.
- g. All evaluations citing deficiencies shall include recommendations as to how the teaching performance of the teacher may be improved. The subsequent evaluation shall state whether or not this area has shown improvement, if the area of deficiency is observed in the subsequent evaluation.
- h. The teacher evaluation process may result in a recommendation for the placement of a teacher on tenure status; it may also result in the denial of tenure status or even the termination of employment. When the evaluation process has not resulted in more effective teaching and denial of tenure or termination is a possibility, the teacher should be notified of this fact well in advance, and thus be informed that marked improvement is necessary. The evaluation shall note specifically any deficiencies that may result in a recommendation of termination.
- i. In the event a probationary teacher is not continued in employment, the Board shall advise the teacher of the reasons therefore in writing and provide for a hearing when requested. At any grievance or tenure proceedings, all evaluations and responses

thereto shall be admissible. Failure to perform non required activities outside of the school day shall not contribute to a recommendation for nonrenewal of a teacher's contract.

3. Tenured Teachers.
 - a. Tenured teachers shall be evaluated at least once during each of their first three (3) years on tenure. After three years of successful experience on tenure, the normal evaluation cycle will be one (1) evaluation every three (3) years except in cases where:
 - i. The administration deems more frequent evaluation is necessary.
 - ii. The teacher requests an annual evaluation in writing by September 30.
 - b. Observations shall not take place within the last fifteen (15) calendar days of the school year.
 - c. Within ten (10) days of the receipt of the written evaluation, a conference shall be held at the request of the teacher.
 - d. No tenured teacher shall be recommended for discharge on the basis of performance observations unless the evaluation procedure for evaluation of probationary teachers is followed.
- C. All reference to "days" in this Article shall mean teacher work days unless otherwise specified.
- D. The Association recognizes the need for teachers to derive the greatest possible benefit from the evaluation procedure and recognizes the potential value experienced teachers have to assist and counsel probationary teachers in their development toward more effective teaching. Therefore, annually the Association shall appoint a peer tenure committee which will monitor the application of the evaluation procedure to all teachers and assign teaching coaches for probationary teachers.
- E. A committee will be appointed to restructure the evaluation process. The goal of the committee is to restructure the evaluation process to be both meaningful and non-threatening for the tenured teachers as well as fair, clear and consistent.

It is agreed that the work referred to in section E of the 2001-04 Negotiated Contract will continue through the 2004-05 school year. Both parties recognize

additional work is needed before blending the language into the new contract. The committee structure will continue in 2004-05 with a goal of presenting a final draft to the negotiation team in 2005 for approval.

1. The process should include but is not limited to the following:
 - Assessment techniques that are self-directed.
 - Professional growth.
 - Clear criteria for standards that support the district Mission and Vision.
 - Clear procedures for evaluation of performance.
 - Provide proper training for teachers and administrators.
2. Recommended timelines are as follows:
 - Committee selection by January 24, 2005.
 - Completion of research, planning and involvement of experts in the evaluation field by September 1, 2005.
 - Implementation of developed model by September 1, 2006. This model, which will include methods to validate an individual's performance, based on clearly stated expectations, rubrics, best practices and research.
3. This committee will be composed of sixteen (16) members. Eight (8) of these members shall be appointed by the Association and eight (8) by the Superintendent, with all buildings being represented.
4. The evaluation process which is developed shall be consistent with sections A-D of this article. Its alteration and/or inclusion in this contract shall be negotiated by the expiration of the current contract.

ARTICLE XIII

PROTECTION OF TEACHERS

- A. The parties recognize that the responsibility for maintaining control and discipline in the schools is the joint responsibility of administration and the teachers. Since teachers normally bear the initial burden for control and discipline, efforts shall be made to sustain the teacher's authority and effectiveness.

The Board recognizes its basic responsibility to give administrative support and assistance to teachers when discharging the educational obligation to maintain discipline in conformity with Board policy. Whenever written evidence is presented indicating that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional personnel, the Board will take steps to assure that appropriate services are available to such student.

- B. Teachers shall promptly report to the Board or its designated representative any incident of assault upon the teacher or malicious destruction of the teachers' property directly related to the teacher's performance of his/her duty. The Board will assist the teacher in contacting the appropriate prosecuting officer and in the filing of charges, if appropriate.
- C. The Board shall assist a teacher who is called as witness or signs a complaint in any criminal proceedings relating to an act observed by the teacher while on duty, in dealing with the procedures involved in discharging their responsibility. When requested in writing, the Superintendent shall provide a representative of the district to accompany the teacher in these proceedings.
- D. If any teacher is complained against or sued for disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render necessary assistance to the teacher in his/her defense, provided that such teacher has acted within the terms of this agreement, state and federal laws, and adopted school Board policies in regard to discipline.
- E. 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, state and federal laws, and adopted school Board policies in regard to discipline.

- F. Any written complaints directed toward a teacher shall be forwarded to the teacher within two working days.
- G. Disciplinary action against a teacher resulting from complaints from students, parents or citizens shall be taken only if such complaints are in writing, and then only if the complaints have been investigated with due process and are deemed just. Disciplinary action shall not be taken on the basis of oral complaints. No record shall be maintained of any complaint ultimately found to be conclusively invalid.
- H. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Every effort shall be made by all parties involved in a controversial issue to limit the discussion to a private and professionally appropriate place and manner. A policy of progressive, corrective discipline shall be followed in disciplining teachers.
- I. A written statement by the Board governing the use of corporal punishment of students shall be publicized to all teachers no later than the first week of school.
- J. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, excluding restricted placement credentials. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. Each teacher's official personnel file, located in the central administrative office, shall contain the following minimum items of information:
 - 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 materials relating to the teacher's performance shall be placed in the teacher's file without notifying the teacher in writing, providing the teacher with a copy, and allowing the teacher the opportunity to file a response thereto. Said response shall become a part of said file. After a period of a calendar year, a teacher shall have the right to request a review by the Superintendent of such items and the material may be removed and destroyed.

Administrators shall be encouraged and teachers shall have the right to include in the teacher's file materials of a complimentary nature.

- K. Teachers shall be expected to exercise care with respect to the safety of pupils and property, but shall not be individually liable for any damage or loss to person or property, except to the extent determined by a court of competent jurisdiction. This provision is not intended to relieve the teacher of responsibility for inventory, care and control of school supplies and equipment issued to the teacher.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. Definitions.

A "grievance" is a claim:

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

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

B. The term "days", 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 appeals 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 maximum 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/her grievance with the appropriate administrator, either by him/herself or in the company of his/her 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 s/he may file a written grievance within the timelines specified in Section D (2) above. The Association shall file one (1) set of copies of the grievance with the appropriate administrator. The administrator 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 ten (10) days. The Association shall file one (1) set of copies with the Superintendent and may file one (1) set, by mail, with each member of the Board of Education. The Superintendent or his/her designee shall meet with the aggrieved person and the Association within ten (10) days of receipt of the grievance if either party requests such a meeting. Within ten (10) days the Superintendent or his/her designee shall reply in writing to the aggrieved person with a copy of the decision to the Association, and to each member of the Board, at the request of the Association.

Level Four

If the aggrieved person or the Association disagrees with the disposition of the grievance at Level Three, the grievance may be appealed to Level Four A by the aggrieved person or Level Four A or B by the Association.

Level Four A

The Board will review the grievance and decide, within ten (10) days, whether to hold a hearing and make a disposition. If the Board chooses to hold a hearing their decision is final and may not be appealed to arbitration. The hearing will be held within ten (10) days of deciding to hold a hearing.

Level Four B

If the Association is not satisfied with the disposition at Level Three or if no disposition has been made within the period provided above and Level Four A was not used, the grievance may be submitted by filing a demand for arbitration with the American Arbitration Association within thirty (30) days from the date of the receipt of the Superintendent's decision, or Board's decision not to hold a hearing, or the deadline for the decision. If the parties cannot agree as to the arbitrators, s/he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and Association shall not be permitted to assert in such arbitration proceedings 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. Cost of arbitration shall be borne equally by the parties, except each party shall assume its own costs for representation and witness fees.

4. The administrator or his/her designee receiving the grievance shall sign and date the grievance in the appropriate blank in the presence of the grievant and/or the Association Representative.

The grievant and/or the Association Representative shall sign and date the grievance in the appropriate blank in the presence of the administrator or his/her designee when the administrator is ready to respond.

These signatures are to indicate receipt of the grievance or response and are not intended to mean agreement with the grievance or response.

E. Exclusions.

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

1. The termination of services or failure to re-employ any probationary teacher.
2. The placing of a non-tenured teacher on the fifth year of probation.
3. Any matter involving the contents of written teacher evaluations as long as the adopted evaluation procedure has been followed.
4. Demotion or discharge of a tenured teacher. Such teachers have a 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 all grievances shall be filed separately from the personnel files of the participants.
2. Necessary forms will be made available by the Board in each school building.
3. Nothing contained therein 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 XV

CURRICULUM AND PROFESSIONAL DEVELOPMENT

- A. Curriculum shall be reviewed continuously, with special emphasis to be placed each year on one subject area. Emphasis shall also be placed on the area which was last emphasized (called the evaluation area) and on the area to receive emphasis in the following year (called the preparation area).
- B. There shall be one Instructional Consultant position, which shall be held by an Association member. This shall be a full time position and shall be compensated accordingly.
- C. Curriculum shall be defined as any class or activity in which students participate during the instructional day or any material for which students are given credit towards graduation. Prerequisites and/or entry procedures shall also be reviewed as curricular issues.
- D. Curriculum change will be implemented subsequent to the following events:
 - 1. Proposals for curriculum projects shall be presented to the following for recommendation: the Subject Area or Curriculum Consultant, the Department Chairperson, a Parent Committee appointed by the Board, and the appropriate Administrator(s).
 - 2. Proposals for curriculum projects may be presented to the Board of Education for approval of the concept and nature of the proposed work.
 - 3. Completed curriculum projects shall be presented to the following for recommendation of approval: Subject Area or Curriculum Consultant, the Department Chairperson, the Parent Committee, and the appropriate Administrator(s).
 - 4. Completed curriculum projects which have then been approved by the Board shall be implemented pending availability of adequate funds.

If the Board chooses to make a curriculum change of its own initiation, or to alter one which has been presented by the Curriculum Consultant(s) the change shall be explained to the Consultant(s) and Department Chairpersons by the Board prior to implementation.

Work on curriculum projects may be compensated at the basic hourly teacher pay rate, when approved in advance by the Superintendent.

- E. The administration shall recruit and appoint a Professional Development Advisory Committee whose duties and composition will be consistent with applicable State law.
- F. Each school year, there shall be five (5) days designated as Planning and Professional Development (PPD) days.
 - 1. The purpose of PPD is to provide staff and administration with time and resources that will foster communication and growth for each school building. The following activities shall be completed during PPD time:
 - a. Professional development.
 - b. Curriculum alignment.
 - c. Inter- and Intra-building meetings.
 - 2. PPD day activities shall be planned within the following guidelines:
 - a. The Board and the Association shall agree to a schedule of which activities will be inter-building and which will be intra-building in nature.
 - b. This schedule may be adjusted as is mutually agreeable to the Board and the Association.
 - c. Building staff will develop and prioritize activities within the schedule guidelines.
 - d. District-wide, inter-building activities shall be coordinated by the Superintendent.
 - e. Intra-building activities shall be planned by the buildings (teaching staffs and principals working cooperatively).
 - f. The above defined process (a.-e.) will be reviewed and evaluated by the Board and Association negotiators at a joint meeting in the spring of each year with the purpose of revising this process as is mutually agreeable, or continuing it as defined.

ARTICLE XVI

PROFESSIONAL COMPENSATION

A. Salary schedules for the respective school years are set forth in Appendix A attached to and incorporated into this Agreement as though fully set forth at this point.

1. The payments made to the Basic Michigan Public School Employees Retirement System are made by the district, and are in addition to the salaries listed in Appendix A.

Semester hours of graduate study toward a Master's degree or semester hours of graduate study beyond a Master's degree must be from an institution either accredited by the appropriate regional accreditation agency for all hours other than educational hours or from an institution accredited by the National Council for Accreditation of Teacher Education and must be:

- a. In the major field of study or,
- b. In the minor field of study or,
- c. In a subject taught by the teacher concerned or,
- d. In the fields of education or administration, or with prior written approval from the Superintendent. (Undergraduate hours may sometimes be considered if particularly 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 25 annually. Failure to submit the transcript prior to such date will mean loss of credit for the contract year.

B. Experience Credit.

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 full step on the salary schedule.
2. Experience for less than a full semester will not count as experience.

3. Teachers who teach less than one-half (1/2) day for two (2) full years shall move one (1) step on the salary schedule. Teachers who teach one-half (1/2) day or more for a full year shall move one (1) full step on the salary schedule.
4. Teachers who are vocationally certified by the State of Michigan in fields requiring work experience outside of Education shall receive work experience credit in the following manner:
 - a. The required minimum work experience for vocational certification shall be applied to meet the requirements of Section d. below.
 - b. Full-time work experience, certified in writing in the area of certification beyond the minimum required for certification, shall be granted for up to four (4) years experience in the vocational field, provided the teacher is assigned to the vocational field for a minimum of fifty percent (50%) of his/her time.
 - c. Twelve (12) months of experience shall be the equivalent of one (1) step. Working periods may be added as long as they are for three (3) continuous months or more. The final total will be rounded down if the fraction of a year worked is less than six (6) months and up if the fraction is six (6) months or greater.
 - d. Teachers who are vocationally certified by the State of Michigan in fields requiring training that cannot be designated by college credit (work experience) shall be placed one (1) column to the right on the salary schedule than their highest degree. If more than 50% of the teaching assignment is in such field or a related field then the teacher shall be placed two (2) columns to the right on the salary schedule. No teacher shall be placed on the Doctor's degree schedule without having earned the degree.
5. Teachers with one or more years experience will be placed on the salary schedule at Step 1 with the appropriate degree and/or additional hours. Should an assessment of the quality and quantity of applicants, the needs of the District, or market circumstances make it necessary, the District and Association agree to meet and consider a temporary waiver of these terms.
6. Teachers shall be advanced one (1) step on the salary schedule for each year spent in the Peace or Job Corps.

C. Payday.

Paydays will be every other Friday. Teachers may be paid in either 26 or 21 pays by requesting the pay they desire. The decision on the pay plan must be made on or before the opening day of school for the children, and once selected can be changed during the contract year only with the approval of the administration. Pay for extra duty assignments may be received with the second pay in June for the contract year as a lump sum payment, at the option of the teacher.

D. Professional Growth.

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 .1% of the district's expenditure budget to be used for registration fees, transportation and other expenses, excluding substitute teacher payments up to a total of 85 full days which may be distributed in fractions of a day. If the number of substitute teacher days exceed 85, then the substitute teacher payments may be deducted from the Professional Growth Fund. The Board 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 designated 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.

When a teacher is requested to attend a summer conference by an administrator, the teacher may elect to do so, if a reimbursement amount is agreed to by the teacher, the administration, and the Association. Reimbursement may include conference fees, travel expenses, lodging costs and compensation for time.

E. Travel Reimbursement.

1. A teacher who is required as part of his/her job to travel between buildings of the school system shall receive payment for 500 miles of travel at the IRS rate upon application at the end of the year.
2. Any use of the teacher's personal car on authorized school business shall be reimbursed at the then current IRS rate per mile.

- F. There shall be a Basic Teacher Hourly Pay Rate = BA Step 3 divided by 1080:
2004-05: \$38.89 2005-06: TBD 2006-07: TBD
- G. 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/her regular daily assignment, the teacher shall be paid according to the Basic Teacher Hourly Pay Rate for each period substituted.

Such arrangements will be made by the principal of the school.

ARTICLE XVII

INSURANCE

A. The Board shall provide health benefits for each teacher and his/her eligible dependents as follows:

1. The Board shall provide health benefits as described in the Dexter Community Schools Group Health Plan, Medical Care Benefits Plan for Dexter Community Schools (revision: July 1, 2003) with the following modifications:

- There shall be a \$50/\$100 deductible for individual/family medical costs covered by this plan (2004-05, 2005-06, 2006-07).
- Mail order may be used for the convenience of having prescriptions mailed to your home. Maintenance prescription drugs (90 day prescriptions) must be purchased through the mail order process subject to the normal co-pay.
- Prescription co-pay shall be \$5 per prescription for 2004-06 and \$5/\$10 (generic/brand) for 2006-07.

One copy of the plan description will be kept in the central administration office and one copy will be kept in the Association files.

If the Association wishes to enroll its members in a different, more expensive insurance plan, through any carrier, it may do so, providing that:

The Association shall notify the Superintendent of its choice of health insurance carrier no later than May 15 of each year for implementation no later than the following October 1.

And any additional premium costs in excess of the amount provided by the Board shall be deducted from the teachers' monthly pay.

2. If the teacher does not want Hospital/Medical insurance, s/he shall select from a Cafeteria Plan of the following Section 125 options: \$1,500 to be used for other insurance programs, or for payment into a T.S.A., or to be

taken as wages, either distributed throughout the year or taken as a lump sum at the end of the year.

- B. Teachers shall be provided with a total of \$50,000 Term Life insurance (with AD&D) inclusive of life insurance provided as part of the major medical policy.
- C. The Board shall provide payment of premiums or may self-insure dental coverage with internal and external coordination of benefits for each teacher and his/her eligible dependents which affords the benefits as follows:

Class A Benefits - 50%.

Class B Benefits - 90%

Orthodontic Benefits - 90% to a \$1,500 maximum.

Class A Benefits shall increase by 10% each year for each employee or dependent who complies with the requirement for annual examination and treatment.

There shall be a Crown-Inlay Rider or other term to properly reflect the rider in the 1994 - 95 coverage.

A teacher on unpaid leave shall be allowed to pay the cost of dental insurance through the school.

- D. The Board shall provide the following vision care benefits for each employee or dependent, on an annual basis (July 1 - June 30):

Exam: \$64

Lenses: (Monofocal: \$84, Bifocal: \$96, Trifocal: \$125,
Lenticular (blended): \$145, Contact: \$200)

Frame: \$36

- E. The Board's will fund benefits beginning on September 1, 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 service 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/her services prior to the completion of the school year.

Teachers assigned three-quarters (3/4) time or more will be eligible for full insurance fringe benefits. Teachers assigned more than one-quarter (1/4) time, but less than three-quarter (3/4) time will receive one-half (1/2) insurance fringe benefits. Teachers assigned for one-quarter (1/4) time or less will not be eligible for insurance fringe benefits.

A tenured teacher leaving the district before the end of the scheduled school year shall receive hospital/medical coverage for a proportion of the calendar year equal to the proportion of the school year worked.

- F. The Board shall provide long term disability insurance protection for teachers, inclusive of disabilities related to pregnancies, which shall provide a benefit of 66-2/3 percent of the teacher's monthly contracted salary based upon Appendix A, excluding additional compensation for extra duties, subject to offsets specified in the existing insurance certificate of coverage, which shall begin upon the expiration of forty-five work days or the exhaustion of accumulated personal illness leave, whichever is greater, for the duration of the disability or until age sixty-five (65).

The teacher shall receive full fringe benefits for the remainder of the contractual year in which the teacher becomes disabled.

- G. All benefits hereunder are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carriers. The employee must comply with all requirements for coverage specified by the insurance carriers. The Board will have an open enrollment period from the first day of school through October 15 each year. During the open enrollment period the Board of Education will make available to each employee the plans, options, and requirements for coverage specified by the insurance carriers. Employees must notify the Board of Education of any change in marital status or number or age of dependents which would result in an adjustment of insurance premiums paid by the Board of Education. The Board shall remind staff of the obligation to update dependent status at least twice each school year. Any failure to notify the Board of Education of dependent status change which results in the overpayment of premiums for insurance coverage shall result in the employee's individual liability for repayment of all excess payments; liability ends on the last day of the month in which notification is given.

Any premium cost in excess of the amount for which the Board of Education is obligated shall be deducted from the salary of the appropriate employee.

Any overpayment of premiums for which the employee is liable must be paid to the Board of Education within thirty (30) days of notice of the amount owed or

will be deducted in lump sum from the next available pay of the employee. If the employee challenges liability for such overpayment of premium through the grievance procedure, the time limits specified in this paragraph shall commence upon final disposition of the grievance; except that if employment is terminated while the grievance is pending, the sum in dispute shall be withheld from the employee's final pay and placed in escrow until final disposition of the grievance.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. Individual teacher's contracts shall be made expressly subject to the terms of this Agreement.
- B. There shall be three signed copies of this Professional Negotiated Agreement for purposes of record: one retained by the Board, one by the Association, and one by the Superintendent.
- C. Upon the request of either party, representatives of the Board, the 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.
- D. The Association shall designate teachers in each school building as Association Representatives. The principal and his/her designees 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 procedure.
- E. The parties recognize the need for close cooperation between home and school and agree to grant three (3) half-days in the fall for parent-teacher conferences in grades 1 through 12. Kindergarten teachers shall have four (4) half-days for parent-teacher conferences in the fall. These conferences shall be planned and scheduled for the individual buildings by the building principal and the teaching staff, provided that all buildings are scheduled on the same half-days and that each building shall schedule one (1) evening session.

The buildings may schedule their conference times to occur on different days from each other provided that both parties agree to such schedule.

K through 6 spring conferences shall be arranged by individual teachers on a need basis, utilizing non-instructional time.

- F. If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

The parties will meet and confer, upon request, to bring the provisions in question into compliance.

G. School Improvement.

1. In the event that any plan or program of the School Improvement Plan were to be in conflict with terms of this Agreement the School Improvement Plan shall be altered so that it is no longer in conflict.
2. The Board will budget specific funds for the operation of each School Improvement Team.
3. Building administrators will work to insure that the quality and structure of meetings will be optimized, and the number of meetings minimized. Work which has been completed by subcommittees will be respected by the entire staff and the administration. (Administrators will appoint tasks so that they are not performed repetitively; staff will not attempt to rework the tasks completed by subcommittees.)

All decisions normally involving staff input relating to the functioning of each building will be made at full building meetings.

Any school improvement work or curriculum work which the administration approves, may be completed during the summer at the Basic Hourly Teacher Pay Rate by staff who volunteer to do so.

A. Teachers who have ten years service in the district may choose to receive pay for accumulated paid leave days within the following guidelines:

- Sick days may be returned to the district at the following rates per day:
2004-05 = \$89.60 2005-06 = TBD 2006-07 = TBD
 - The number of days returned by each teacher shall not exceed one-half the difference of the teacher's accumulated paid leave days and 45; (accumulated paid leave days - 45) times 1/2.
- The number of remaining accumulated paid leave days shall be equal to the previous number minus the number returned.

Teachers who have twenty-five years in the MPSERS may choose to receive pay for accumulated paid leave days within the following guidelines:

- Sick days may be returned to the district at the following rates per day:
2004-05 = \$89.60 2005-06 = TBD 2006-07 = TBD
- The number of remaining accumulated paid leave days for the teacher shall not be less than 45.

The number of remaining accumulated paid leave days shall be equal to the previous number minus the number returned.

The district shall be liable for payments of up to 650 total returned days per year.

There shall be a maximum of 50 days which can be returned by one teacher per year.

Applications for returning accumulated paid leave days shall be honored in order of seniority in the district.

Applications will be made to the district for these days by March 15 of the year preceding the payments.

Payments will be included in the next year's pay and will be paid accordingly.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be in effect from the date of execution until the 30th day of June, 2004. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment, at which time ground rules for negotiations will be drafted.

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

Date of Execution July 1, 2004.

**BOARD OF EDUCATION
DEXTER COMMUNITY SCHOOLS**

**WASHTENAW/COUNTY
EDUCATION ASSOCIATION**

**President
Larry Cobler**

**Pres./Unit Director
Joeseeph Romeo**

**Vice President
Dan Jacobs**

**Negotiator
Widge Proctor**

**Secretary
Jane Hoggard**

ARTICLE XX

ASSOCIATION - BOARD COMMUNICATION

The Association and Board acknowledge the advantages of open communication between them on a regular basis to discuss matters of mutual concern.

A. "Meet and Confer" sessions shall be held bi-monthly, or more frequently if mutually agreed upon. Although this is not an additional step in the grievance procedure, grieved issues may be brought to the committee for discussion.

1. These sessions shall be attended by the following:

At least 2 Board members.

The Superintendent.

The President/Unit Director.

And at least 2 other officers of the local chapter of the Association.

2. These may be attended by other Board members, other members of the teachers' Association, community members, other school personnel, or outside consultants as agreed upon by the Board and Association.

3. Operating Procedures.

a. The agenda shall be established and distributed to the permanent committee at least one week prior to the meeting. The agenda shall include all items as requested by either party. Issues of concern which arise during a meeting may be discussed if mutually agreed upon.

b. The framework for examining issues shall follow the Four Basic Steps in Inventing Options as described in Getting to Yes by Roger Fisher, when appropriate.

c. Following each "Meet and Confer" session, the Association may present agenda items to the Board for action at the next scheduled Board meeting.

- B. The Unit Director shall be allowed to address any issue at Board meetings at the time the item is discussed.

INSERT APPENDIX
A

APPENDIX B

EXTRA-CURRICULAR ASSIGNMENTS

1. The parties recognize the value of extra-curricular activities and their importance to the educational program and as a representation of the Dexter Community Schools. They also recognize that extra-curricular activities create benefits and opportunities for students. Therefore the parties shall continue to encourage extra-curricular activities.

2. Application for Extra-Curricular Assignments

(The following terms shall be used herein:

Beginning extra-curricular supervisor: a bargaining unit member holding an extra-curricular position for the first or second year.

Continuing extra-curricular supervisor: a bargaining unit member holding an extra-curricular position for the third year or beyond.)

- A. Application for extra-curricular positions shall be made in writing to the appropriate administrator. With the assistance of the Association, the Board shall provide job specifications for each assignment.
- B. Any vacant or newly established extra-curricular position(s) will be posted. Upon the posting of the extra-curricular opening, a copy of the job description will be made available to interested applicants. It is understood that job specifications shall not be modified substantially during the course of the year.
- C. Extra-curricular positions will be posted by a date agreed upon by the Board and the Association for the coming academic year. Qualified bargaining unit members interested in filling these positions will have twenty-one calendar days from the time of posting to respond. There shall be no external posting of positions until after all internal candidates have been considered. No person may be denied reappointment to a position held in the previous year solely because another qualified person applies for that position. Only unfilled positions for fall sports may be given to non-bargaining unit members prior to the beginning of school in August/September.

- D. Whenever possible extra-curricular positions will be given to individuals who have:
- a) Completed all of the required education classes enroute to a teaching degree at an accredited university, or who have
 - b) Two or more years experience working with school aged youth appropriate to the assignment being considered.
3. If a bargaining unit member is retained in any extra-curricular position for a third year, s/he shall be entitled to continue to serve in such position from year to year unless removed for cause which shall be reviewable through Level 4 of the grievance procedure.
 4. Bargaining unit members will be notified if they are to continue in their current extra-curricular assignment for the following school year within 2 weeks of the end of their season or activity or by June 15 whichever is sooner.
 5. The evaluation procedure for extra-curricular supervisors will consist of one evaluation to be completed no later than 30 days after the end of the sport, activity, or event. All extra-curricular supervisors will be given a job description and expectations prior to assuming the duty. Beginning extra duty supervisors will be evaluated during each of their first three years. Supervisors who have held the position for at least three years will be evaluated at least once every three years.
 6. When it becomes necessary to reduce extra duty positions because of general budget reductions, insufficient interest or for other reasons agreeable to both parties, then both parties agree that assignments which have been tentatively made to these positions are null and void and that applications for these positions shall not be considered.
 7. Extra-curricular assignment compensation shall be calculated based on the percents on the accompanying pages applied to the B.A. base salary schedule moving up through step 10.
 8. In the job specifications for extra-curricular assignments for Band Directors, the phrase "summer band experience" shall have exclusive reference to a summer practice session in/at the Dexter School District prior to the opening of school as may be required to properly prepare the band students for the first football game, but said session shall not commence prior to August 25 in any given year unless deemed necessary by the band director(s).

9. Retiring DEA members shall retain their seniority in the specific extra duty assignment which they wish to continue to hold, as long as there is unbroken service in that position.
10. The listed paid coaching positions shall be the only paid positions. Private payment to assistants and helpers is not allowed.
11. An ad hoc committee shall be formed annually in October, which shall review and recommend changes in each of the three areas of extra duty positions (Coaching, Student Activities, and Staff Activities). This committee will consist of three (3) members appointed by the Superintendent, and three (3) members appointed by the Association. The joint Negotiations committee, consisting of Board and Association negotiators, will consider the recommendations made by this committee. A tentative agreement, made by this committee, must be approved by the association membership and by the Board of Education or its designee. This committee will be responsible for developing an evaluation tool to be used for extra duty positions.
12. Team leaders at grades 7-8 will have additional time made available to attend to their responsibilities as a team leader if the schedule allows for such additional time. If the schedule does not allow for such time, the rate for team leaders in the extra duty compensation list will be doubled.

**INSERT APPENDIX C
ROSTER 2 PG1**

**INSERT APPENDIX C
ROSTER 2 PG2**

APPENDIX D

SCHOOL CALENDAR

The Calendar will be determined by the WLEA-Dexter Education Association local unit in consultation with the Superintendent within the following parameters:

1. There will be 184 teacher days and 176 student days of which five (5) student days will be half-days. These half-days will be the first and last student days of the school year and three days for parent-teacher conferences. There shall be five (5) Planning & Professional Development Days.
2. Unless otherwise agreed upon by the membership, the annual parent-teacher conferences will be scheduled for Wednesday and Thursday, of the week following the end of the first marking period. In addition, kindergarten will have a third afternoon conference time on the Tuesday of the same week.
3. Unless otherwise agreed upon by the membership, the annual Open House will be scheduled no later than the end of September.
4. Three teacher days shall be scheduled as (a) one (1) day of school year orientation and (b) two (2) record days with one (1) at the end of the first semester and checkout at the end of the second semester amounting to 1/2 day, with an additional day for supplemental checkout.
5. A spring recess of not fewer than five nor more than six days shall be scheduled.
6. No school shall be held on:
 - a. Thanksgiving Day and the day after.
 - b. Christmas Day, New Year's Day and all between.
 - c. Patriot's Days.
 - d. Memorial Day.
 - e. Labor Day and the Friday before Labor Day.
7. There shall be scheduled three to five make-up days at the end of the school year on which school will be held if and only if it has been necessary to cancel school due to Acts of God, and if those days must be made up as required by State law. If no days have been canceled as above described, on or about May 1 the make-up days shall be removed from the calendar. In the event that additional days must be made up as required by State law, the same process shall be used as is used in developing the initial calendar.

8. Teachers shall not be required to report for duty on Act of God days nor remain on duty after school has been dismissed in the event of an early school closure.
9. Every effort will be made to determine the calendar for the following school year by November 30 of the current school year.

