# MASTER AGREEMENT

## BETWEEN

## DEXTER COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

## AND

## DEXTER EDUCATION ASSOCIATION

## WASHTENAW COUNTY EDUCATION ASSOCIATION

**Effective July 1, 2025**

**to**

**June 30, 2028**

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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 physical therapists, occupational therapists, school psychologists, instructional specialists, school social workers, instructional coaches, graduation coach(es) 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. The term "non-teaching professional" includes those bargaining unit members who do not possess a Michigan teaching certificate and are outside the coverage of the Teachers' Tenure Act. Language which applies only to "non- teaching professionals" shall be shown in *italics*.

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

C. The Board shall also make lawful payroll deductions upon written authorization from teachers for annuities, financial institutions, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

D. 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.

E. In the event that there is conflict between language in this contract and individual building handbooks, the language in this contract shall take precedence.

F. If changes in state law require the consolidation or annexation of the District into a new or already existing school District, the Board and Association shall meet to determine mutually agreeable contract language to address the change.

# 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:

B. The executive management and administrative control of the school District, its properties, equipment, facilities and operations.

C. 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.

D. Direct the work force, hire employees, make assignments, appropriately discipline or discharge employees, and expand or reduce the work force.

E. Establish or modify school business hours, days or schedules, except as specified in Article IV.

F. Establish, continue, revise and adopt policies, bylaws and administrative regulations for the operation of the District. It is acknowledged that such policies, bylaws and regulations are limited only by the express terms of this Agreement with regard to the matters covered by this agreement.

G. 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.

H. All Dexter Community Schools (District) Bylaws and Policies are included by reference and take precedence.

# 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 or violate laws.

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 so long as such use is consistent with State and Federal law, including campaign finance laws, and does not constitute District support or preference towards the Association.

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 age, race, creed, ancestry, religion, sex, sexual orientation, gender identity, gender expression, color, genetics, 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 nine (9) 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. Y5-4: 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. Y5-2: Each teacher shall receive not less than 600 minutes per two-week period for planning purposes. No daily preparation shall be less than two 30-minute blocks or one 40-minute block unless otherwise agreed to by the Association and the Board.
3. 3-4: Each teacher shall receive not less than 300 minutes per week for planning purposes. No daily preparation shall be less than two 30-minute blocks or one 40-minute block unless otherwise agreed to by the Association and the Board.
4. 5-6: Each teacher shall receive a continuous block of 60 minutes of 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 thirty (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 classroom teachers and counselor[s].)
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.

   9-12: In 2021-2022, the high school moved to a schedule which provided the same planning as teachers in grades 7-8. If a future change is made, such a plan will become effective if an only if 2/3 of the building classroom teachers and

counselor(s) vote to approve it, and the Superintendent and Board approves it.

C. When teachers are required to travel between buildings that are not connected (i.e., Wylie-Creekside) during the school day, no less than twenty (20) minutes for such travel time shall be provided in lieu of other passing time. Administrators will work with affected personnel to create a schedule that minimizes inefficiencies caused by travel time.

D. Elementary specials 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. Members teaching on a zero hour are expected to attend staff meetings, department meetings and all district provided Professional Development (PD). Any change in schedule for members who teach in a zero hour will require written administrator approval each year.

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 by the principal 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 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.

B. 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, each Spring building technology representatives will meet with the labor management committee to clarify procedures and as necessary during the school year to maintain the quality of this assistance. The DEA building representatives will explain procedures to building staff within the first week of school. Problems which are not resolved in a mutually agreeable manner will be brought to the attention of the technology director's supervisor.

Each building shall contain at least one teachers' room which shall be used exclusively 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. Personal use is to be consistent with Dexter Community Schools technology user agreement and acceptable use policy. Each building will contain appropriate copying facilities for the preparation of instructional materials.

G. A Labor Management Committee will meet monthly between representation from the Association and the District to discuss issues of concern. The Committee will consist of the Superintendent, HR Director, DEA President, DEA Vice President or alternate delegate.

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 Y5-12 academic program of the schools.
2. Extra-curricular academic and athletic activities provided for Y5-12 students.
3. Community Education and Child Care programs that are community focused.
4. Programs external to the school community.

Teachers who want to reserve the following facilities for September – August of the following school year must do so by June 15 of the preceding year. Requests after that date will be honored as received.

Center for Performing Arts*
Amphitheater*
DHS common area
Mill Creek cafeteria
Wylie swimming pool
DHS gymnasium
DHS media center
Bates Gym
Bates Cafeteria
DHS swimming pool
DHS Aerobics and Fitness area
Mill Creek gymnasium
Creekside cafeteria
Creekside gymnasium
Wylie cafeteria
Beacon cafeteria
Anchor cafeteria

** All spaces are reserved through Community Education.*

A master scheduling meeting will be held after May 15 but prior to the end of the school year. Members in attendance at this meeting will be: CPA Director, Athletic Director, Community Education Director, music personnel, drama/forensic coach(es). At this meeting, dates for plays, athletic contests, banquets, concerts and performances will be booked. Administration will properly enter these events into the District calendar. After May 15, additional requests will be honored in the order listed in Article V, Section L, 1-4 on an as- received basis.

M. When appropriate, association members can request accommodations under the American with Disabilities Act through Human Resources.

# ARTICLE VI – TEACHING LOADS, ASSIGNMENTS, AND QUALIFICATIONS

A. A Labor Management Committee will meet monthly between representation from the Association and the District to discuss issues of concern.

B. The Board agrees to abide by the following class size limitations whenever possible. The Board and Association agree to meet annually to review and update Article VI, Section C.

1. Class Size Limits

The Association and the Board agree to respond to overloads using the system described below. It is the intent of this system to direct funds to new teachers and new sections of students as much as possible, instead of paying for overloads. It is also intended that absolute limits would be placed on those classes for which overloads would create unsafe conditions, or for which there is a limited number of work stations. It is the belief of the Association and Board that by working cooperatively, the most educationally appropriate solutions can be found to the problems created by overloads.

Class size limits are delineated in Appendix C. The description below defines the appropriate response to possible overloads.

<u>Y5 – 6 Classes</u>

a. The development of class lists:

i. In the spring of the preceding school year the building principals and the Association will work together to devise the schedule and class lists as described in the master agreement. This task will be completed by June 1.

ii. If given the planned staffing, it is determined that there are any overloads beyond the number listed below, the Association and the Board will meet to discuss possible solutions. Any mutually agreeable solution will be implemented.

In the absence of a mutually agreeable solution, a new section shall be formed to accommodate the number of students in an overloaded grade level, if the number of overloads equals or exceeds one half the number of sections for that level.

b. Summer enrollment:

i. By Thursday of the week before students are to report for the first day of school, the Board shall notify the Association of any overloads which might be expected due to increased enrollment.

ii. If it is determined that there are any expected overloads, the Association and the Board will meet to discuss possible solutions. Any mutually agreeable solution will be implemented.

iii. In the absence of a mutually agreeable solution, planning will begin for a new section to be formed to accommodate the number of students in an overloaded grade level, if the number of overloads equals or exceeds the number of sections for that level.

c. The end of the first week of school:

i. By the end of the fourth day of school, the Board shall notify the Association of any overloads which might be expected due to increased enrollment.

ii. If it is determined that there are any expected overloads, the Association and the Board will meet to discuss possible solutions.

iii. Any mutually agreeable solution will be implemented.

iv. In the absence of a mutually agreeable solution, a new section shall be formed to accommodate the number of students in an overloaded grade level, if the number of overloads equals or exceeds the number of sections for that level.

v. Individual class overloads for grades 9-12 shall be calculated using the scheduling cap size. For grades Y5-8, class overloads shall be calculated at 50% of the difference between the scheduling cap and late enrollment cap.

d. During the school year:

i. If, during the school year, there are any overloads above the limits defined in the attached list, teachers with such overloads will be compensated at a rate of $1161.79 per overload per semester, based on the student count on the 3rd Friday of the semester.

<u>7th and 8th Grade Classes</u>

a. The development of the schedule:

i. In the spring of the preceding school year the building principals and the Association will work together to devise the schedule and class lists as described in the master agreement. This task will be completed by June 1.

ii. If, given the planned staffing, it is determined that there are any overloads beyond the number in Appendix C, the Association and the Board will meet to discuss possible solutions.

iii. Any mutually agreeable solution will be implemented.

1. In the absence of a mutually agreeable solution, a new section shall be formed to accommodate the number of students in an overloaded grade level, if the number of overloads equals or exceeds the number of sections for that level.

b. Summer Enrollment

i. By Thursday of the week before students are to report for the first day of school, the Board shall notify the Association of any overloads which might be expected due to increased enrollment.

ii. If it is determined that there are any expected overloads, the Association and the Board will meet to discuss possible solutions.

iii. Any mutually agreeable solution will be implemented.

iv. In the absence of a mutually agreeable solution, planning will begin for a new section to be formed to accommodate the number of students in an overloaded grade level, if the number of overloads equals or exceeds the number of sections for that level.

c. The end of the first week of school

i. By the end of the fourth day of school, the Board shall notify the Association of any overloads which might be expected due to increased enrollment.

ii. If it is determined that there are any expected overloads, the Association and the Board will meet to discuss possible solutions.

iii. Any mutually agreeable solution will be implemented.

iv. In the absence of a mutually agreeable solution, a new section shall be formed to accommodate the number of students in an overloaded grade level, if the number of overloads equals or exceeds the number of sections for that level.

d. During the school year:

i. If, during the school year, there are any overloads above the limits defined in the attached list, teachers with such overloads will compensated at a rate of $116.18 per overload per quarter, based on the student count on the 3rd Friday of the quarter.

<u>High School Classes</u>:

Both parties recognize the difficulty in devising a schedule for the high school which allows all students to take all of the courses they desire, and includes no overloads. (Class limits are listed in Appendix C.) It is the intent of the procedures described below to reduce the number of overloads and optimize the ability of students to take the courses required to meet state graduation standards.

a. The development of the schedule:

i. During the preceding school year, the building principal and the Association will work together to devise the teacher schedule by May 15. This schedule will be presented to the superintendent for review at that time.

ii. Tentative class lists will be available to teachers by the third Friday of May, with class sizes presented to the superintendent for review at that time.

b. Summer Enrollment

The administration of the high school and the association will meet within 10 calendar days before the start of the school year to discuss the status of the schedule for the coming school year. Student enrollment, staffing, and overloads will be topics of conversation. At that time any significant changes that have occurred will be presented to the superintendent for review.

c. If at any time during the school year a change necessitates a significant increase in overloads, the association and superintendent will be consulted.

Specials Areas Classes:

Definition of Specials Areas Classes–Specials Areas Classes are: Art, Media, Music (includes Music at all buildings, Y5-6), Physical Education, World Cultures/Languages.

Band, Orchestra, and Chorus student limit applies only to grades 5–12.

Teachers in grades 5–12 instrumental and vocal music classes may accept, but shall not be required to accept, more than 193 pupils and will receive compensation if they choose to. Each day the total overload will equal the (total pupil load – 193)/90. The total overload for the semester will equal the sum of the daily overloads.

i. The Board and teachers agree to provide services to students with identified special needs according to the terms developed through Individualized Educational Planning Teams. The Washtenaw Intermediate School District Special Education Plan, as published on the WISD website, provides general information and guidelines about definitions and processes.

Students with an IEP are distributed in accordance to the law in a least restrictive environment. Students with an IEP should have maximum appropriate exposure to non-disabled students per IDEA.

1. In grades Y5–6, when class lists are being developed, teacher input shall be solicited to ensure 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. 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.

2. No teacher shall be required to undertake regular class assignments during scheduled preparation time.

C. 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).

- Grades Y5 – 6: $179.21 per semester
- Grades 7 – 8: $117.92 per quarter
- Grades 9 – 12: $294.82 per semester

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. Individual class overloads for Grades 9-12 shall be calculated using the scheduling cap class size. For grades Y5-8, class overloads shall be calculated at 50% of the difference between the scheduling cap and late enrollment cap.

3. Total daily teacher pupil limit for Mill Creek – summation of class size limits for classes assigned or 180, excluding exempt classes, whichever is less.

4. Total daily teacher pupil limit for high school – summation of class size limits for classes assigned or 160, excluding exempt classes, whichever is less.

5. Overloads shall be calculated for each period, with certification for overload being the end of the third week of each above specified time period. Overload payments will be made on the next possible payday following the end of each third week.

6. Part–time teachers shall have a proportional TDTPL.

7. The rate of increase of overload payments shall be equal to the rate of overall salary increase.

8. For Grades 5-12, band/orchestra and chorus overloads will be calculated using the following method:

   Each day the total overload will equal the (total pupil load - 193) ÷ 90. The total overload for the semester will equal the sum of the daily overloads.

9. With respect to overload compensation for teachers of Y5-6 specials, (Art, Music, Phys. Ed., and Media), the following calculation method will be used:

   For a typical week, for each hour a class section or fraction of is taught by a specials teacher, a number of students above the established class size limit defined in section (C) above will result in an overload payment of 1% of the current overload rate.

D. There shall be at least two full-time licensed school counselors at grades 9–12, one full-time licensed school counselor at the grades 7–8, and one full-time

licensed school counselor at grades 5–6. Every effort will be made to provide a licensed school counselor at grades Y5–4.

Because of the nature of the counselor's work at the high school, the Board agrees to have high school counselors on duty during regular office hours for one (1) week prior to the teachers' first report day and one (1) week after the scheduled closing of school. Throughout the summer, guidance counselors may work on a rotating basis, one day a week, after the five days worked at the end of the year and prior to the week at the start of the next school year. The day of the week will be determined in consultation between the guidance counselor and high school administration. The guidance counselor will submit a timesheet for all time worked beyond the teacher calendar school days and will be compensated on the next pay period. Each additional day is to be paid at the counselors' annual contract salary based on appendix A at a per diem rate. At least two counselors at the high school and two counselors in grades 5-8 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.

E. 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.

F. The Board agrees to comply with State Law and Regulations regarding certification.

G. 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.

# ARTICLE VII – VACANCIES, TRANSFERS, AND REASSIGNMENTS

A. The Board recognizes that it is desirable to consider the interests and aspirations of its teachers in making assignments. 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 an unfilled bargaining unit position. Whenever a vacancy occurs the Board of Education shall give notice to the Association President. The Association shall be responsible for simultaneously distributing the vacancy notice to members. A vacancy will be posted seven (7) calendar days after all internal building assignments have occurred. 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.

C. Certain certification areas require flexibility in scheduling and travel between buildings. Changes in these teacher schedules across buildings may occur from year to year and are not vacancies, but rather reflect adjustments to building schedules.

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 first recall qualified laid-off personnel immediately, in order of seniority, then hire a permanent bargaining unit replacement no later than the beginning of the following school year. 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 certified/qualified bargaining unit member may apply for a vacancy. Application shall be made in writing as directed by the job posting. An interview will be granted by the supervising principal to each bargaining unit member who has made written application within the seven (7) 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 will receive notice before the new hire assumes their role. They 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. Vacancies may be posted both internally and externally at the same time. External candidates will not be interviewed 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. Transfers and changes in assignments will be made on a voluntary basis whenever possible. If changes in student enrollment require a shift in assignment between buildings, members in the building experiencing the reduction in assignment will

be given the first opportunity to fill necessary positions. Involuntary transfers will only be made in situations described below.

1. Involuntary transfers must occur when the layoff of an Association member would be the result of another Association member refusing a transfer.
2. Involuntary transfers may occur when the administration determines a situation can only be remedied by invoking an involuntary transfer. In this case a teacher at another building may be required to take an involuntary transfer to resolve the situation.
3. Factors considered in the case of involuntary transfers will be: teacher certification, last six [6] years of evaluations, District seniority, and relevant recent experience.
4. Changes in assignment must create the least disruption to the building schedule.

G. Upon written application and prior approval of the Superintendent or designee, 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 given preferential access to professional development funds necessary to upgrade skills required for successful performance in the position.

# ARTICLE VIII – REDUCTION IN PERSONNEL

A. In the event of a general reduction in staff resulting in layoffs, the following procedures shall apply:

1. Employees shall be compared within their applicable certification, endorsement, licensure, or area identified for reduction.
2. Within the certification, endorsement, licensure, or area identified for reduction, the District shall consider the following factors:
    a. Evaluation effectiveness ratings. No employee rated Effective shall be laid off while an employee rated Developing or Needing Support remains within the same certification or area identified for reduction, except where:
        i. program elimination occurs; or
        ii. the employee rated Effective does not possess the required certification, endorsement, licensure, or qualifications for the remaining assignment.
    b. Documented disciplinary record maintained in the employee's personnel file.
    c. Relevant specialized training, excluding professional development or continuing education required by state or federal law, and the demonstrated integration of such training into instruction or professional practice in a meaningful manner.
3. If consideration of the above factors does not result in a clear determination within the certification, endorsement, licensure, or area identified for reduction, employees with the fewest years of service within Dexter Community Schools shall be laid off first, provided there are properly certified, endorsed, licensed, and qualified employees available to perform the necessary duties of the affected position(s).
4. No employee shall be selected for layoff in an arbitrary, capricious, discriminatory, or retaliatory manner.

B. Certified teachers shall be defined as teachers who hold a valid Michigan certificate.

C. 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.

D. 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 within three (3) weeks after its presentation to the Association. Ranking of teachers with the same length of service

shall be determined by a drawing each year. The Association shall be notified of the date, place and time of the drawing.

E. 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.

F. 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.

G. 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. Recalls will follow the procedure outlined in Article VII, sections D. and E. 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.

H. 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 written notice.

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.

I. A laid-off teacher shall retain his/her right to recall for at least two (2) 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. 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.

J. If a vacancy occurs during the school year and a laid off teacher is qualified for the position, the District is not required to post the vacancy for application by currently assigned personnel. Vacancies occurring during the summer months shall be posted and open for application by currently assigned personnel in accordance with Article VII, Section B.

K. 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 to the Dexter Schools.

# ARTICLE IX – LEAVES

A. PAID LEAVE

1. Teachers shall receive three (3) paid leave days at the beginning of each school year, and shall earn one (1) day of paid leave for each month of work to a maximum of thirteen (13) days per year. The yearly allotment of thirteen (13) days shall be credited for available use at the beginning of each year, and may be used at the teacher's discretion, subject to the following guidelines:

    a. Except in the case of unforeseeable and/or extenuating circumstances, these days cannot be used the first or last week of school or the day before or the day after a holiday.

    b. If a teacher plans to use three (3) or more consecutive school days for leave (other than for illness), the request must be approved in advance by the Labor-Management Committee (Superintendent, HR Director, DEA President, DEA Vice President or alternate delegate).

    c. A teacher who is aware of an impending period of physical disability or illness shall notify the administration of such as soon as possible. A statement from the attending physician giving the anticipated commencement date and anticipated duration of the disability or illness shall be provided to the building principal if requested.

    d. A teacher who is unable to report for duty shall notify the building principal or his/her designated representative at least 90 minutes prior to the start of the school day.

    e. Teachers experiencing extenuating circumstances, outside the above described conditions, may apply to the Superintendent for short-term, paid or unpaid leaves of absence.

    f. Adjustments may be made in a case of an extended leave. Leave day accumulation and earnings will be reimbursed at the end of the school year (June 30) if the member on leave returns to work that same school year.

    g. Both parties share the goal of reducing the average number of substitute teacher days by one day in order to reallocate that money to teacher salaries.

It is a shared belief that our students need their teachers in class when our kids are in school. Certainly there are days where a teacher is sick or has personal business to attend to. This is why we provide leave days. Leave days are not intended for typical activities that can be conducted outside of the work day and school year.

The Labor-Management Committee will study attendance data each school year and mutually agree on any solutions to district-wide leave day use as a result of the data review.

2. 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 accumulated leave days as of the end of the previous school year. The following conditions and requirements apply to the use of accumulated leave days:

    a. Accumulated 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. A teacher who is unable to report for duty shall notify the building principal or his/her designated representative at least 90 minutes prior to the start of the school day.

    c. A teacher who is aware of an impending period of physical disability or illness shall notify the administration of such as soon as possible. A statement from the attending physician giving the anticipated commencement date and anticipated duration of the disability or illness shall be provided to the building principal if requested

    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 per diem rate. This also applies in event of an absence for which leave cannot be used or is forfeited. Said teacher may also be subject to disciplinary action.

    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 reached. The accumulated leave value is to be determined by dividing the teacher's base salary by the annual contracted days 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. Accumulated leave days may also be used to attend to the illness of the teacher's immediate family (spouse, life partner, children, parents, siblings and others approved by the Superintendent) which requires the teacher's presence. Up to twenty (20) days of leave per year may be used for illness of immediate family.

    An expectant or adopting parent may use up to 10 accumulated leave days immediately before the due date or the arrival of the adopted child. For recovery, leave days may be used by the parent during the first 35 work days that fall immediately after a natural delivery or arrival of an adopted child or 40 work days that fall immediately after a c-section delivery. The use of these leave days will not come under the guidelines of part (a.) of this section.

A maximum of 35 work days may be paid if adequate leave days exist in the parent's leave day bank, the parent works a full 5-day work week (1.0 FTE), and the leave days are taken immediately following the birth (summer births may not apply for leave day use).

If the parent is a part-time employee (<1.0 FTE) then leave days can only be used for the part-time days worked during the first 35 days following a natural delivery or adoption, or 40 days following a c-section delivery.

For paternity leave, to attend to the birth and acclimation of bringing a new child home, any request over 5 days must be a pre-approved leave of absence. Refer to (f.) above if the nature of the situation is a serious health condition. A doctor certification would be required. Any other days taken are unpaid.

g. Members may use up to three (3) accumulated leave days per year to participate in the observation of major recognized religious holidays.

h. 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. For teachers on an extended leave, leave days will be charged to teachers on force majeure days. The force majeure leave days may be reinstated at the member's request, unless the teacher affected is involved in a long-term disability as specified in ARTICLE XVII – HEALTH BENEFITS Section A(4). Such requests must be made in writing and submitted to the Payroll office by the end of the school year.

5. A teacher subpoenaed to give testimony before any judicial or administrative tribunal in a matter related to his/her employment with the school district 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 turn in a copy of the pay stub for the compensation received within ten (10) workdays of its receipt. Such teacher also 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.

6. 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 second 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/her 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 District 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.)

7. 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.

8. In the beginning of every school year, the Association shall be credited with twenty (20) days to be used by the teachers who are officers of the Association. By the end of the first full week of each school year, or whenever a change is made, the Association shall provide the Superintendent with a list of all current officers and Association representatives. Any corrections made to the list shall be presented to the administration within three (3) weeks after such changes are made. The Association agrees to notify the Board in an appropriate amount of time in advance of the date for intended use of said leave. 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.

9. The D.E.A. President/Unit Director will be released two (2) days per year and the equivalent of one quarter to one half time (at the discretion of the Association) 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 (20) Association days. The Association agrees to pay a portion of MPSERS equivalent to the portion of release time allocated for the President/Unit Director.

10. The Association may also be granted an additional 450 minutes per week release time for Association officer(s) under the following conditions:

    a. Arrangements for such release time must be made at a time agreeable to both parties.

    b. If the Association wishes to provide additional release time for officer(s) in amounts up to 450 minutes per week, they may do so, if that is agreeable to the Board. Such an agreement may result in compensation to the Board by the Association at a rate of $1,750 for 60 minutes per week for a year, or may be used to work on a mutually agreeable project(s). The Association agrees to pay a portion of MPSERS equivalent to the portion of release time allocated for such officer(s)

B. <u>UNPAID LEAVE OF ABSENCE</u>

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.

    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. 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.

   ii. Probationary Teachers

      Probationary teachers may request maternity/child care leave on the same basis as tenured teachers in d.*i*. above.

   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, d.*i*. 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.

e. A tenured teacher who will complete step 1 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 a foreseeable leave thirty (30) days in advance. In emergency cases, notice should be provided as soon as practicable under the facts and circumstances of a particular case.

   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. A teacher shall not accrue paid leave or personal days or health benefits during the time on leave.

   e. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.

   f. 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. Provided the Board has notified the teacher of this clause by February 15, 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.

5. A summary of the Family Medical Leave Act (FMLA) procedures and guidelines can be found on the District website. This document can only be changed by mutual consent of the Board and Association or by a change in the Act. This summary is intended to accurately reflect the provisions of FMLA.

# ARTICLE X – ACCUMULATED LEAVE DAY PAYMENT

A. In appreciation for services to the school District, a Terminal leave payment of 100% of the number of accumulated paid leave days, per ARTICLE IX – LEAVES, A1, times the following rate: **$94.84** 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 or after completing thirty (30) years of teaching in Dexter Community Schools) 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, per ARTICLE IX – LEAVES, A.1, times the following rate: **$94.84** will be paid to any teacher who is voluntarily leaving the District and who does not qualify for the terminal leave payment delineated in ARTICLE X – ACCUMULATED LEAVE DAY PAYMENT, Section A.

C. Financial Management

The district agrees to pursue establishing a fund to ensure that funding is available to pay members for their accumulated leave days per the terminal leave payment defined above.

This fund will have joint oversight by the district and the association, with the district allowed full access to the funds for cash flow uses.

D. Early Payout of Accumulated Leave Days

Teachers who are currently eligible to retire in the MPSERS system may choose to receive an early payout for accumulated paid leave days at full value, $94.84.

Teachers who have at least five (5) years of service in the District and who are not currently eligible to retire in the MPSERS system may choose to receive early payout for accumulated paid leave days at half value, per Article X, B.

Teachers who have less than five years of service in the District may not receive early payout for accumulated paid leave days.

A maximum of 50 days can be returned by one teacher per year. The number of accumulated paid leave days remaining in the teacher's bank shall be reduced by the number of days returned for early payout. The number of remaining accumulated paid leave days shall not be less than 65.

Teachers interested in early payout of accumulated paid leave days should submit the request form to the Payroll Office by March 15 of the school year prior to payout. Payouts are in September of each school year.

The District shall be liable for payments of up to 650 total returned days per year. Applications for early payout of accumulated leave days shall be honored in order of seniority in the District.

E. If a member has a 403(b) or 457 account with The Standard, all lump sum payments upon retirement from the school district may be paid as direct employer contributions to the employee's 403(b) or 457 account through The Standard at the employee's request.

# ARTICLE XII – MENTORS

The District will assign mentors for probationary teachers. Any tenured teacher who wishes to serve as a mentor may seek to do so through a uniform application process. These mentors will receive training from mentor coordinators before they hold a position as a mentor. The pay for these mentoring positions is defined in the extra duty schedule, Appendix B.

# 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. Continued effort will be made to support staff so they can provide student instruction and other ancillary services in an appropriate learning environment.

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 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 Board policies in regard to discipline.

F. Standards for Employee Discipline

   No employee shall be disciplined, reprimanded, reduced in compensation, suspended, or discharged in an arbitrary, capricious, discriminatory, or retaliatory manner. All disciplinary actions shall be supported by appropriate documentation and administered in an equitable manner.

G. Progressive Discipline

The parties acknowledge that progressive discipline is intended to be corrective in nature and that not every situation requires each step to be followed in sequence. Whenever appropriate, concerns shall first be addressed through communication, guidance, coaching, or other informal administrative interventions.

Depending upon the circumstances, progressive discipline may include:

- First warning
- Second warning
- Written reprimand entered into the teacher's personnel file
- Suspension without pay
- Recommendation for discharge or termination

Note - It shall be the responsibility of the District to formally deliver and document the first and second warnings. Documentation of the first and second warning shall not be placed in the employee's personnel file.

The specific level of discipline imposed shall be determined by the District based upon:

- the severity of the conduct or performance concern,
- the employee's prior record,
- the effect on students, staff, or District operations,
- whether prior corrective efforts have been successful, and
- any relevant surrounding circumstances.

The District reserves the right to bypass progressive disciplinary steps where the seriousness of the conduct warrants more significant discipline.

The disciplinary process shall be conducted in a professional and confidential manner whenever practical.

1. Instructional Leadership and Non-Disciplinary Interventions

   The parties acknowledge that not all supervisory interactions constitute discipline.

   Informal counseling, coaching, classroom observations, directives, reminders, discussions regarding expectations, or other administrative efforts intended to improve performance shall not constitute discipline nor be subject to grievance, arbitration, or any disciplinary procedural requirements.

   Administrators are encouraged to identify concerns in a timely manner and provide reasonable guidance and support for correction when appropriate.

2. Representation

   A teacher shall be entitled to Association representation during any meeting that either party reasonably believes may result in or lead to disciplinary action, consistent with applicable law.

3. Written Reprimands

   A teacher shall receive a copy of any disciplinary document placed in their personnel file and shall have the right to submit a written response, which shall be attached to the document.

4. Investigations and Administrative Leave

   The District may place an employee on paid, non-disciplinary administrative leave pending investigation when the District determines such action is necessary due to student safety, employee safety, operational concerns, or allegations of serious misconduct. Employees shall have the right to respond to allegations and to union representation during investigatory meetings. Employees are expected to cooperate in administrative investigations.

5. Petition for exclusion of written reprimands

   Staff may petition the Superintendent to exclude written reprimands that are more than three (3) years old from consideration in decisions related to the reduction of personnel, provided no similar misconduct has occurred during that period.

   Staff may petition the Superintendent to exclude written reprimands from consideration for purposes of progressive discipline if the reprimand is more than three (3) years old and no similar misconduct has occurred during that time. Written reprimands shall remain in the employee's personnel file. The petition and the Superintendent's decision shall also be included in the personnel file.

H. Any written complaints directed toward a teacher shall be provided to the teacher as part of any investigation that may result in teacher discipline.

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 of any complaint ultimately found to be conclusively invalid shall be placed in the employee's personnel file.

Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. 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:

- All teacher evaluation reports
- Copies of annual contracts
- Teaching certificate or photo copies thereof
- Transcript of academic records

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, subject to the restrictions contained in MCLA 423,505 (Section 5 of the Bullard-Plawecki Employee Right to Know Act, Michigan Public Act 397 of 1978). 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.

I. 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 non-teaching professional) or a group of teachers (or non-teaching professionals). Italicized portions of the contract are only subject to grievance by non-teaching professionals.
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 the 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. Arbitrations shall conform to the requirements of the Michigan Uniform Arbitration Act. 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 non-teaching professional

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. Necessary forms will be made available by the Board in each school building.
2. 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, and all curriculum initiatives and/or changes to curriculum will be recorded in a shared document between the District and Association.

B. Decisions regarding curriculum will be made collaboratively between the administration and the Association at the district level.

C. Curriculum is DEFINED AS the expectations for what will be taught and what students will do in a program of study. It includes district-provided materials, textbooks, and national and state standards.

D. Curriculum change will be implemented using an established process. The process and essential forms will be shared with teachers and placed on the district website.

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

F. Each school year, the appropriate number of hours defined by state requirements will be designated as District Provided Professional Development (DPPD) days, as defined by the Michigan Department of Education.

1. The purpose of D 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 DPPD 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 DEA and administration recognize that quality professional development activities should be aligned with District goals, along with the needs of individual buildings and educators. A Professional Development Advisory Committee of Association and District representatives will be formed and meet regularly to provide input into the development of district professional development activities. (Please see school calendar for the schedule of professional development.) Teachers facilitating/leading professional development will be paid at the basic hourly teacher pay rate for planning. 1 hour of PD = 1 hour of planning.

g. Approved professional development activities in addition to the required DPPD are not charged to leave or personal days.

h. All district planned DPPD should be applicable to teacher certification. Detailed records will be kept by the Human Resources Department detailing professional development time for the district to aid teachers in documenting professional development.

3. Missed DPPD and Make-Up Time

a. Bargaining unit members who do not attend a District-provided professional development day are required to make up the equivalent number of hours outside of the regular workday after your absence and prior to the final scheduled teacher workday of the academic year. Failure to complete the required make-up hours within this timeframe will result in a prorated deduction from the employee's salary, equivalent to the missed time.

b. An exception shall be made for employees who are absent due to an approved leave of absence (e.g., sick leave, family leave, or other leave authorized by the Superintendent or Executive Director of Human Resources.) In such cases, the professional development time does not need to be made up and no loss of pay shall occur.

# 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 Michigan Public School Employees Retirement System are made by the District, and are in addition to the salaries listed in Appendix A.

   Semester credit hours of graduate study toward a Master's degree or semester credit hours of graduate study beyond a Master's degree. Only graduate credits awarded after the last degree earned will count toward educational salary advancement. Credits awarded during the process of earning the degree will not count toward salary advancement beyond that degree.

   Salary advancement graduate credits must be from an accredited institution that may be applied to a degree 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 1st annually. Failure to submit the transcript prior to such date will mean loss of credit for the contract year. Course names on the transcript with an “x”, “p” or labeled as professional development may not be eligible for salary advancement.

   Completion of the University of Michigan Micromasters Program in Leading Education Innovation and Improvement will be accepted for a ten-credit lane change on the salary schedule.

B. Experience Credit

Teachers with experience in Dexter 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. For the 2022-2023 and 2023-2024 school years, new hires with no teaching experience will start at step 4 on the salary schedule. This does not equate to compounding for experience credits plus Step 4 on the salary schedule (i.e. members on Step 3 will only move to Step 4 in 2022-2023). Anyone at or below Step 3 in 2021-2022 will be moved to Step 4 starting in the 2022-2023 school year.

   Teachers with vocational certification hired after June 30, 2007, will be placed on the salary schedule at a step/lane mutually agreed upon between the Association and the Superintendent. All teachers hired prior to this date and who have received credit for vocational certification shall retain such credit.

5. Teachers shall be advanced one (1) step on the salary schedule for each year spent in the Peace or Job Corps.

C. Payday

Pay dates will be the 15th and last day of each month or last business day prior if pay date falls on the weekend or a holiday. Teachers may be paid in either 24 or 20 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. On pay dates, direct deposit stubs will be posted into the web-based system for access/printing by employees. A history of pay stubs will be maintained in the web-based system for employee convenience.

Pay for all other Extra-Curricular (non-coaching) assignments will be as follows:

- Extra-duty assignments that are completed by December 31 will be paid no later than November 30th.
- Extra-duty assignments that are completed January 1 through the end of school year will be paid on the last pay in May.
- Extra-duty assignments that run for an entire year will be paid one-half no later than November 30th and one-half on the last pay in May.
- Overloads, terminal leave pay, and basic teacher hourly pay rate will be paid as worked during the year based on the beginning of the year salary schedule.

D. One-Time Payment

The district agrees to distribute a one time, off the schedule payment to association members in June of each year, if the district experiences a positive revenue over expense for that school year. The amount of the payment is to be mutually agreeable.

E. 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.

F. Travel Reimbursement

1. A teacher who is required as part of his/her job to travel daily 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.

G. There shall be a Basic Teacher Hourly Pay Rate of $42 for the length of this agreement.

H. 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.

In those cases where regular substitutes are not available and a regular teacher voluntarily agrees to accept another teacher's students by combining classes, said teacher will be compensated at the teacher hourly rate.

All such arrangements will be made by the principal of the school.

I. Special education staff members (function codes 122, 213, 214, 215, 216, 218) will receive a $4000 stipend. For this stipend, special education staff are defined as Special Education Teachers, Psychologists, Speech Pathologists, Special Education Social Workers, and Occupational Therapists.

1. Stipends will be paid on the extra duty stipend pay cycle. The stipend will be prorated when a special education staff member is hired after the teacher calendar begins.

2. If a special education staff member (function codes 122, 213, 214, 215, 216, 218) is on an approved FMLA leave, up to a twelve-week duration, that will be considered time worked.

J. School Improvement

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

2. Any school improvement work or curriculum work which the administration requires, may be completed during the summer at $100 per day stipend by staff who volunteer to do so.

If an activity includes an overnight stay at a site that is more than 80-mile radius from the district, the rate shall be an additional $100 per night. During the school year, stipends will be offered when training occurs Friday evening, Saturday, or Sunday during the regular school work week.

Summer professional development or school improvement opportunities that are not required by administration, will not receive compensation.

Reimbursement may include conference fees, travel expenses, and lodging costs.

K. A stipend for approved summer training for IB and AP will be $100 per day (as stipulated in J. 2.) and for each extended essay and/or CAS student supervised.

# ARTICLE XVII – HEALTH BENEFITS

A. The Board of Education agrees to make medical benefit plan cost contributions, (including HSA and premium payments) for all eligible bargaining unit members and their eligible dependents in the amount specified below, for the health insurance portion of the plans and products identified in subsection 1. The specific health insurance benefits referred to below cannot be changed without mutual consent. It is expected that these benefits will be examined and may, upon mutual agreement, be renegotiated during the term of this Agreement. The medical benefit plan cost contributions and premium payments made by the Board may also change, if mutually agreed to in writing.

1. Medical/Health (including Prescription Drugs) Medical/Health benefit plans and products will be made available through the Board's participation in the Health Plan Purchasing Consortium. The medical/health benefit plans, specifications and products available to bargaining unit members will be as designated by the Washtenaw Health Insurance Consortium.

   Effective January 1, 2026, the Board's maximum contribution levels for medical benefit plan costs shall be increased by 3% to reflect a district for the 2026 medical benefit plan coverage year to:

   - Single = $606.42 per month
   - Double = $1,296.40 per month
   - Family = $1,653.88 per month

   Effective January 1, 2027, and on each ensuing medical benefit plan coverage year thereafter the above Board maximum contribution levels shall be increased by the percentage increase factor specified by the State Treasurer for medical benefit plans in the applicable year, as is set forth in Section 3(1) of the Publicly Funded Health Insurance Contribution Act. Provided, in no event shall the resulting adjusted maximum Board contribution exceed three percent (3%) more than they amount of the Board's monthly maximum contribution levels that became effective at the beginning of the previous medical benefit plan coverage year.

   HSA contributions will continue as follows: Single subscribers who choose an HSA option will receive $500 toward their HSA, two-person and full-family subscribers who choose an HSA option will receive $1000 toward HSA. The HSA district contributions will be provided on a prorated per-pay basis throughout the calendar year. For those members selecting an HSA option for the first time starting in January of 2026, the full $500 (single) or $100 (two-per/full family amount will be deposited in January of 2026. NOTE: From July 1, 2025, through December 31, 2025, the contributions will remain in accordance with the previous collective bargaining agreement for the 2025 plan year and mirror the language above. District HSA contributions shall count toward the District's maximum medical benefit plan contribution.

No further or additional adjustments in the Board's medical benefit plan cost contributions, beyond those stated above, shall be made as the result of this formula.

Beginning January 1, 2025, a cash in lieu of medical benefit payment of $2,000 (annual amount) will be paid. This amount will be pro-rated for partial year service at $166.67 per month. In order to be eligible for this option, the employee must: (a) voluntarily and in writing opt out of medical/health coverage; and (b) provide documentation to the Board that he/she has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

Beginning January 1, 2027, bargaining unit members who voluntarily decline the District's medical/health insurance coverage during the annual open enrollment period shall be eligible to receive a cash-in-lieu payment, subject to the provisions set forth below.

To be eligible for the cash-in-lieu payment, the employee must: (a) voluntarily waive medical/health insurance coverage provided by the District in writing during the established open enrollment window; and (b) provide documentation satisfactory to the District demonstrating that the employee is covered by other medical/health insurance that meets the minimum value and coverage requirements of the Affordable Care Act (ACA).

The number of DEA bargaining unit members electing the cash-in-lieu option shall be determined based on completed elections submitted during the annual open enrollment period for the applicable plan year. The applicable cash-in-lieu amount shall remain in effect for the entirety of that plan year.

The annual cash-in-lieu payment shall be as follows:

| **Number of DEA Members Electing Cash in Lieu** | **Annual Cash-in-Lieu Payment** |
|---|---|
| Fewer than 80 members | $2,000 |
| 80–94 members | $3,000 |
| 95–109 members | $4,000 |
| 110 or more members | $5,000 |

The applicable annual amount shall be prorated for partial-year eligibility and paid through the regular payroll process.

Employees electing the cash-in-lieu option shall not be eligible to enroll in the District's medical/health insurance coverage during the plan year except in the event of a qualifying change in status or other circumstance permitted by applicable law and the terms of the District's benefit plan.

Effective January 1, 2026, employee contributions for ancillary insurance benefits (i.e., non-medical benefit plan costs such as dental, vision, life, and LTD), including

both PAK B and the non-medical portion of the insurance plans listed above, shall be adjusted to reflect a total annual contribution of $120, which equates to $10 per month.

2. Cafeteria Plan/Section 125/HSA –The Section 125 plan will include an employee funded medical care reimbursement account and employee-funded dependent care assistance account.

B. "Full time" Association bargaining unit members are eligible for participation in the benefit program described in this Article. "Full time" is defined as an employee assigned 0.75 FTE or more. Employees assigned more than 0.25 FTE, but less than 0.75 FTE, are eligible for one half of the Board's contribution for benefits for a full-time employee as described in this Article. (For example, the Board will pay one half of the above amounts of the representative rates for employees electing coverage). Employees assigned 0.25 FTE or less are not eligible to participate in any benefits under this Article or for any Board- contributed amounts for such benefits.

C. Any representative rates, premium amounts, and other medical benefit plan costs exceeding the amount of the Board contributions specified in this Article are the responsibility of the enrolled employee and will be deducted from the wages of the employee. Where the representative rate and any other medical benefit plan costs for a self-funded plan exceed the amount designated for the Board contribution toward that representative rate, the difference will be payroll deducted from the wages of the enrolled employee. For an insured program, where the premium and any other medical benefit plan costs exceed the amount designated for the Board contribution toward that premium, the difference will be payroll deducted from the wages of the enrolled employee.

D. The medical benefit plan coverage year, and the other self-funded and insured plans described in this Article, shall be subject to the terms of the policy. An annual open enrollment period will be during the month of November.

E. The enrolled employee shall notify the District of eligibility or dependent status changes as described in the Summary Plan Description. Failure to notify that results in the overpayment of any claims, representative rates, or representative premiums shall become the employee's responsibility.

F. If an employee does not remain in service during the entire benefit plan year (i.e. unpaid leave of absence, retires, or terminates his/her employment with the school district) the health benefit coverages will terminate at the end of the calendar month and the Board's annual contribution will be prorated for the months of service.

Health benefits will continue for employees on a Family and Medical Leave Act (FMLA), for up to 12 weeks, in accordance with the Federal law. The employee and/or his/her eligible dependents may continue the group health plan benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

If an employee is approved for a long-term disability by the LTD carrier, the health benefit coverages shall be allowed to continue based on the terms and conditions of the Health Plan Purchasing Consortium.

An employee who retires from the District shall elect retirement health benefits on his/her retirement effective date.

An employee who terminates from the District at the end of a school year, other than retirement, shall be allowed to continue coverage through August 31, provided any applicable employee contributions for July and August are paid.

G. Dexter Community Schools is the policyholder on all health benefits provided to its employees. The determination of the carrier and funding arrangements for all benefits are the right of the Board.

H. There will be at least one meeting per year between representatives of the Association, the Board, and the benefit providers in order to discuss plan results, plan renewal, coverages, cost effective alternatives, and problem resolution.

# ARTICLE XVIII – MISCELLANEOUS PROVISIONS

A. Individual teachers' contracts shall be made expressly subject to the terms of this Agreement, and Board Policy related to layoff/recall, evaluation and teacher discipline.

B. There shall be a signed copy of this Professional Negotiated Agreement for purposes of record and one posted on the website.

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 date, 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 bypass the grievance procedure.

E. The parties recognize the need for close cooperation between home and school and agree to grant two (2) half-days in the fall for parent-teacher conferences in grades Y5 through 12. 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. Each building shall schedule a mutually agreed upon afternoon and one (1) evening session to occur on a non-Friday half day totaling five (5) hours for teachers that do not arrange individual conferences.

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

Beginning on or near November 1, Y5 through grade 6 conferences shall be arranged by individual teachers utilizing non-instructional time.

No building meetings will be held on conference week.

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. An Emergency Manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

H. Intergovernmental and Third-Party Contract

1. This Agreement does not limit the Board/District from participating in a cooperative educational or operational program with any entity if that contractual arrangement does not reduce a unit employee's regularly scheduled work hours. If the Agreement's application in a particular situation impacts a unit employee's regularly scheduled work hours, only the impact on those employee(s) is subject to collective bargaining.

2. If the District is unable to hire individuals to provide special education ancillary services, such as occupational therapists, physical therapists, speech and language pathologists, school psychologists, and school social workers that are identified in Article 1. A. (Recognition), the District may contract with an outside agency to provide these services.

3. Intergovernmental and third-party contracts existing at the time of this contract include, but may not be not limited to: Washtenaw Intermediate School District (WISD), Washtenaw Educational Options Consortium (WEOC), Eastern Michigan University (EMU), South and West Washtenaw Consortium (SWWC), Washtenaw County Health Care Consortium, Michigan Virtual, substitute teachers/non-teaching professionals, occupational therapists, physical therapists, and others mutually agreed upon. New intergovernmental and third-party contracts impacting a unit employee's regularly scheduled work hours for a position in the recognition clause will be disclosed to the Association and mutually agreed upon.

# ARTICLE XIX – DURATION OF AGREEMENT

This Agreement shall be in effect from the date of execution until the 30th day of June, 2025. 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.

This agreement may be amended but only in writing with the consent of all parties.

All parties to this Agreement have duly authorized representatives to negotiate and execute this Agreement on their behalf. By executing this Agreement, all parties represent that they are authorized to do so.

Date of Execution:
**July 1, 2025.**

**BOARD OF EDUCATION**
**DEXTER COMMUNITY SCHOOLS**

President

Vice President

Secretary

**WASHTENAW COUNTY**
**EDUCATION ASSOCIATION**

Pres./Unit Director

Vice President

Negotiator

Negotiator

Negotiator

Negotiator

# 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 as 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 two Board members, the Superintendent, the President/Unit Director, and at least two other representatives of the local chapter of the Association.

2. Operating Procedures.

   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.

   a. 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.

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

C. The Association shall have two seats on the Board of Education Finance Committee and shall participate in its decisions.

# APPENDIX A – PROFESSIONAL COMPENSATION PLACEMENT SCHEDULE

## DEA Salary Schedule 2026-2027

| 2026-27 | BA | BA+10 | BA+20 | MA | MA+10 | MA+20 | +30/SPEC | PHD/DR |
|---|---|---|---|---|---|---|---|---|
| 1 | - | - | - | - | - | - | - | - |
| 2 | - | - | - | - | - | - | - | - |
| 3 | - | - | - | - | - | - | - | - |
| 4 | 49,887 | 50,313 | 50,971 | 54,976 | 56,561 | 58,061 | 60,027 | 63,672 |
| 5 | 50,443 | 50,882 | 51,558 | 55,678 | 57,307 | 58,849 | 60,871 | 64,621 |
| 6 | - | - | - | - | - | - | - | - |
| 7 | 54,729 | 55,204 | 55,939 | 60,410 | 62,177 | 63,851 | 66,047 | 70,111 |
| 8 | 57,745 | 58,247 | 59,020 | 63,738 | 65,602 | 67,369 | 69,685 | 73,973 |
| 9 | - | - | - | - | - | - | - | - |
| 10 | 64,283 | 64,842 | 65,704 | 70,955 | 73,030 | 74,999 | 77,575 | 82,353 |
| 11 | 67,825 | 68,413 | 69,323 | 74,865 | 77,054 | 79,130 | 81,849 | 86,891 |
| 12 | 71,561 | 72,185 | 73,142 | 78,991 | 81,302 | 83,492 | 86,361 | 91,681 |
| 13 | 75,505 | 76,162 | 77,176 | 83,343 | 85,781 | 88,092 | 91,119 | 96,735 |
| 14 | - | - | - | - | - | - | - | - |
| 15 | 77,257 | 77,929 | 78,966 | 85,278 | 87,772 | 90,136 | 93,234 | 98,978 |
| 16 | 77,382 | 78,056 | 79,092 | 85,416 | 87,916 | 90,283 | 93,387 | 99,139 |
| 17 | - | - | - | - | - | - | - | - |
| 18 | 77,634 | 78,308 | 79,349 | 85,693 | 88,200 | 90,574 | 93,689 | 99,460 |
| 19 | 77,855 | 78,533 | 79,575 | 85,938 | 88,452 | 90,835 | 93,957 | 99,745 |
| 20 | - | - | - | - | - | - | - | - |
| 21 | 78,301 | 78,982 | 80,031 | 86,430 | 88,959 | 91,356 | 94,496 | 100,317 |
| 22 | 78,525 | 79,207 | 80,262 | 86,679 | 89,212 | 91,616 | 94,766 | 100,603 |
| 23 | - | - | - | - | - | - | - | - |
| 24 | 79,189 | 79,878 | 80,940 | 87,411 | 89,968 | 92,392 | 95,568 | 101,452 |
| 25 | 79,630 | 80,323 | 81,390 | 87,897 | 90,468 | 92,906 | 96,099 | 102,019 |
| 26 | - | - | - | - | - | - | - | - |
| 27 | 80,520 | 81,221 | 82,300 | 88,881 | 91,481 | 93,944 | 97,174 | 103,160 |
| 28 | - | - | - | - | - | - | - | - |
| 29 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 30 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 31 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 32 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 33 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 34 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 35 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 36 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 37 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 38 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 39 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 40 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 41 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 42 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 43 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 44 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |
| 45 | 82,749 | 83,458 | 84,553 | 91,230 | 93,868 | 96,369 | 99,645 | 105,717 |

# DEA Salary Schedule 2025-2026

| 2025-26 | BA | BA+10 | BA+20 | MA | MA+10 | MA+20 | +30/SPEC | PHD/DR |
|---|---|---|---|---|---|---|---|---|
| 1 | - | - | - | - | - | - | - | - |
| 2 | - | - | - | - | - | - | - | - |
| 3 | - | - | - | - | - | - | - | - |
| 4 | 49,393 | 49,815 | 50,466 | 54,432 | 56,001 | 57,486 | 59,433 | 63,042 |
| 5 | 49,944 | 50,378 | 51,048 | 55,127 | 56,740 | 58,266 | 60,268 | 63,981 |
| 6 | - | - | - | - | - | - | - | - |
| 7 | 54,187 | 54,657 | 55,385 | 59,812 | 61,561 | 63,219 | 65,393 | 69,417 |
| 8 | 57,173 | 57,670 | 58,436 | 63,107 | 64,952 | 66,702 | 68,995 | 73,241 |
| 9 | - | - | - | - | - | - | - | - |
| 10 | 63,647 | 64,200 | 65,053 | 70,252 | 72,307 | 74,256 | 76,807 | 81,538 |
| 11 | 67,153 | 67,736 | 68,637 | 74,124 | 76,291 | 78,347 | 81,039 | 86,031 |
| 12 | 70,852 | 71,470 | 72,418 | 78,209 | 80,497 | 82,665 | 85,506 | 90,773 |
| 13 | 74,757 | 75,408 | 76,412 | 82,518 | 84,932 | 87,220 | 90,217 | 95,777 |
| 14 | - | - | - | - | - | - | - | - |
| 15 | 75,742 | 76,401 | 77,418 | 83,606 | 86,051 | 88,369 | 91,406 | 97,037 |
| 16 | 75,865 | 76,525 | 77,541 | 83,741 | 86,192 | 88,513 | 91,556 | 97,195 |
| 17 | - | - | - | - | - | - | - | - |
| 18 | 76,112 | 76,773 | 77,793 | 84,013 | 86,471 | 88,798 | 91,852 | 97,510 |
| 19 | 76,328 | 76,993 | 78,015 | 84,253 | 86,718 | 89,054 | 92,115 | 97,789 |
| 20 | - | - | - | - | - | - | - | - |
| 21 | 76,766 | 77,433 | 78,462 | 84,735 | 87,215 | 89,565 | 92,643 | 98,350 |
| 22 | 76,985 | 77,654 | 78,688 | 84,979 | 87,463 | 89,820 | 92,908 | 98,630 |
| 23 | - | - | - | - | - | - | - | - |
| 24 | 77,636 | 78,312 | 79,353 | 85,697 | 88,204 | 90,580 | 93,694 | 99,463 |
| 25 | 78,069 | 78,748 | 79,794 | 86,174 | 88,694 | 91,084 | 94,215 | 100,019 |
| 26 | - | - | - | - | - | - | - | - |
| 27 | 78,941 | 79,628 | 80,686 | 87,138 | 89,687 | 92,102 | 95,269 | 101,137 |
| 28 | - | - | - | - | - | - | - | - |
| 29 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 30 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 31 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 32 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 33 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 34 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 35 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 36 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 37 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 38 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 39 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 40 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 41 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 42 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 43 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |
| 44 | 81,126 | 81,822 | 82,895 | 89,441 | 92,027 | 94,479 | 97,691 | 103,644 |

# 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. Extra-curricular assignment compensation shall be calculated at $550 = 1%.

   a. The exception will be the Music Extra Duty positions, which will be compensated based on the music extra duty schedule moving up through Step 10.

3. 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).

4. An ad hoc committee shall be formed annually in January, which shall review and recommend changes in each of the areas of extra duty positions (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.

6. 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.

7. Teachers serving as coaches for District athletic teams as of June 30, 2016 will continue to be covered by the terms of this master agreement.

# Extra Duty Schedule for Student Activities

| Extra Duty Schedule | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Student Activities** | | | | **Music*** | **Drama** | **Department Head/ Level Chairs and** | **Mentor Program** |
| Tier 1 1% up to 25 hrs/year | Tier 2 2% 26-50 hrs/year | Tier 3 3% 51-100 hrs/year | Tier 4 4% 100+ hrs/year | High School | | | |
| Kindergarten/Y5 picnic, screening, Meet and Greet (split up to 10% total between Anchor & Beacon, max 1% each) | Art per teacher | Wylie Student Council | MC/HS Power Lifting | Symphonic band 3.5% (Director-2.5%, Asst.-1%) | Non-Musical Head 5% | All Bldgs @ 20% | Program coordinator 3% |
| Creekside Activity Night | Wylie Safety Patrol | Creekside Kitchen to Garden Club | MC 7th Grade Camp Coordinator | Concert band 3.5% (Director-2.5%, Asst.-1%) | Non-Musical Assistant 2% | Anchor 2% x 2 | 4 building coordinators (1% each) |
| Creekside Quiz Bowl | Creekside Flex Coordinator | Creekside Student Council | HS Debate | Varsity band 3.5% (Director-2.5%, Asst.-1%) | Musical Director 6% | Beacon 2% x 2 | 1st year mentor 2% |
| Creekside Spelling Bee | 5th grade RTI Coordinator | Creekside Yearbook | HS Forensics | Marching band director 6.5% | Musical Assistant 4% | Wylie 2% x 2 | 2nd year mentor 1% |
| MC Class Advisors (2) | 6th grade RTI Coordinator | MC DC Trip Coordinator | HS NHS | Marching band assistant 5.5% | Chorus 4% | Creekside 2% x 2 | 3rd year mentor 1% |
| MC Chaperones for 7th grade camp (split up to 15% | Creekside Safety Patrol | MC Yearbook | HS Ocean Bowl | Pep band 2% | Orchestra 3% | MC 2% x 2 | |
| MC DC Trip - (split up to 12%, max 1% each) must be MC 8th grade classroom teacher | MC Cedar Pt Trip Coordinator | HS Newspaper | HS Student Council | Symphonic orchestra 2.5% | Mill Creek 3% | HS 2% x 3 | |
| MC Spelling Bee | MC CSL Junior Advisors (3) 2% each (6% total) | HS S.P.A.C.E. | HS Yearbook | Concert orchestra 2.5% | MC Drama Vocal Dir/Asst. Dir/Choreographer 3% | | |
| MC Quiz Bowl | HS DOE Science Quiz Bowl | HS Women in Science | | Concert choir 2.5% | Drama Club Producer 2% | | |
| HS Class Advisors (no more than 4, max 1% each) | HS Drama Club | | | Chamber choir 2.5% | | | |
| HS Link Crew (2) | HS Interact Club | | | | | | |
| | | | | | (chart continues on next page) | | |

| Extra Duty Schedule p. 2 | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | **Mill Creek** | | | |
| HS Starboard Literary Club | HS Leo's Club | | | 8th grade band 3.5% (Director-2.5%, Asst.-1%) | ***Please Note:** Extra-curricular assignment compensation shall be calculated based on $550 = 1%. *The exception will be the Music Extra Duty positions, which will be compensated based on the Music Extra Duty Salary Schedule moving up through Step 10. | | |
| HS World Cultures Club (no more than 3, max | HS S.N.A.P. | | | 7th grade band 3.5% (Director-2.5%, Asst.-1%) | | | |
| HS Culture Crew Coordinator | HS Live Out Loud | | | 8th grade orchestra 2.5% | | | |
| HS and MC Move-Up Day Coordinators (1 per school) | HS Model UN | | | 7th grade orchestra 2.5% | | | |
| First Responders (max 6 per bldg.) | HS Prom Coordinator | | | 8th grade chorus 2.5% | | | |
| HS Art Club | HS Key Club | | | 7th grade chorus 2.5% | | | |
| SEAB (2) 1% each (2% total) | | | | **Creekside** | | | |
| 7th Grade Camp Student Health Resource | | | | 6th grade band 2.5% (Director-1.75%, Asst.- | | | |
| | | | | 5th grade band 2.5% (Director-1.75%, Asst.-0.75%) | | | |
| | | | | 6th grade orchestra 1.5% | | | |
| | | | | 5th grade orchestra 1.5% | | | |
| | | | | Orchestra assistant 1% | | | |
| | | | | Vocal/General Music 2.5% | | | |
| | | | | **Wylie** | | | |
| | | | | Music teacher 2.5% | | | |
| | | | | **Anchor/Beacon combined** | | | |
| | | | | Music teacher 3% | | | |

| Step | 24-25 | 25-26 |
|---|---|---|
| 1 | $35,652 | $39,217 |
| 2 | $37,483 | $41,231 |
| 3 | $39,407 | $43,347 |
| 4 | $41,660 | $45,826 |
| 5 | $43,847 | $48,231 |
| 6 | $46,017 | $50,618 |
| 7 | $48,290 | $53,119 |
| 8 | $50,864 | $55,950 |
| 9 | $53,325 | $58,657 |
| 10 | $55,946 | $61,540 |

# APPENDIX C – CLASS SIZE LIMITS

Scheduling cap will be defined as the maximum number of students placed into classes when building schedules are created in the Spring.

Late enrollment cap will be defined as the maximum number of students to be added into classes after the schedule has been finalized, including new students enrolled in the district over the summer.

| High School | Scheduling Cap | Late Enrollment Cap |
|---|---|---|
| Science (AP/IB) | 30 | 30 |
| Aquatics | 27 | 27 |
| PE/Health | 35 | 35 |
| Academic Labs (Read/Write) | 17 | 17 |
| Art | 30 | 30 |
| Computers | 30 | 32 |
| Graphic Arts | 30 | 30 |
| Nutrition/Food Service | 30 | 30 |
| Photo Journalism | 30 | 32 |
| AP | 30 | 32 |
| IB | 30 | 32 |
| AP and IB English Courses | 30 | 30 |
| Creative Writing | 30 | 30 |
| Intro to Journalism | 30 | 30 |
| Newspaper | 30 | 30 |
| World Language | 30 | 32 |
| World Literature and Comp/Speech | 30 | 30 |
| Upper Level Lit and Comp | 30 | 30 |
| World History | 30 | 32 |
| Newspaper/Yearbook | 30 | 32 |
| Humanities | 30 | 32 |
| American Studies (English 9/American History 9) | 30 | 32 |
| All others | 34 | 34 |
| | | |
| 5-12 Music TDTPL = 193 | | |
| 9-12 TDTPL = 160 | | |

| Mill Creek | Scheduling Cap | Late Enrollment Cap |
|---|---|---|
| Ceramics | 29 | 29 |
| Studio Art | 29 | 29 |
| Foods | 29 | 29 |
| Sewing | 29 | 29 |
| Computers | 29 | 29 |
| All other Electives | 34 | 34 |
| 8th Grade Core | 28 | 32 |
| 7th Grade Core | 28 | 32 |
| 7-8 TDTPL = 180 | | |
| | | |
| **K-6 Classes** | **Scheduling Cap** | **Late Enrollment Cap** |
| 6th Grade | 27 | 31 |
| 5th Grade | 27 | 31 |
| 4th Grade | 25 | 29 |
| 3rd Grade | 25 | 29 |
| 2nd Grade | 23 | 27 |
| 1st Grade | 23 | 27 |
| Kindergarten | 22 | 26 |
| Young Five | 18 | 21 |

# APPENDIX D – SCHOOL CALENDAR

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

1. The number of student days, hours, and professional development will meet or exceed (upon mutual agreement) the minimum number required for full-funding by the State of Michigan.
2. Unless otherwise agreed upon by the membership, the annual parent- teacher conferences will be scheduled for Wednesday and/or Thursday afternoon and evening of the week following the end of the first marking period. Thursday and Friday of that week will be half days for students. 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. Unless otherwise agreed upon by the membership, three (3) teacher days shall be scheduled as (a) one (1) day of school year orientation and (b) two (2) record days with at least one (1) half day 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. Presidents' Day
    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 force majeure, 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 force majeure 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.

# APPENDIX E – LETTER OF UNDERSTANDING JOB SHARING

The Dexter Board of Education and the Dexter Education Association agree to allow "job sharing" commencing with the 2001-02 school year. In absence of any previous negotiated agreement, this memo of understanding is being developed to provide clear direction in ensuring this program is successful and in the best interests of children.

**Application:** Each pair of current staff members interested in job sharing shall submit a letter of interest to their building principal no later than March 1 of each year. Each team must re-apply every year by the same date.

**Salary:** Salary will be 50% of the appropriate level of experience.

**Benefits:** Personal Leave/Sick Days/Term Insurance

Each pair shall receive 100% of the current full-time benefits, divided in a manner agreeable to both.

**Definition:** Job sharing is the sharing of duties by two staff members when these duties are normally completed by one person and when such duties require close cooperation by the involved staff for their completion. Planning time and lunch time will be divided proportionally.

**Eligibility:** One year of experience in the Dexter Community Schools along with a recommendation from the building principal and final approval of the Superintendent.

**Staff Meetings/In-service/Opening Day**

Both teachers sharing a position will attend all required faculty meetings, as per contract, school improvement meetings, open houses, parent-teacher conferences or other contractual meeting assignments. It is an expectation that they will attend such activities that promote students such as would be expected of all other full-time personnel. Each job sharer is expected to attend in-service days, as defined by the contract and will receive additional per diem compensation when they attend a full day.

**Commitment Agreement**

A written agreement will be signed by both job sharers that clearly defines their commitment to cooperation, academic teaching subjects, communication to parents, general communication in buildings, classroom rules, discipline and classroom management and continuity, equal sharing of developing curriculum, outlining of responsibilities for ordering supplies, making out purchase orders, inventorying equipment and materials. This agreement shall specify the division of benefits.

The job sharers will be responsible to examine and evaluate the legal implications regarding tenure, retirement, seniority, disability, or other matters not specified herein. If at the completion of this agreement a job sharer wishes to resume a full-time position, he/she shall have the right to do so within the parameters of his/her seniority.

_____

Dexter Superintendent Date

_____

Dexter Education Association Date

# APPENDIX F – EVALUATIONS

A. Performance evaluations are essential to provide quality educational services and to measure competency. The evaluation process evaluates job performance while providing timely and constructive feedback.

B. Teachers as Defined by Revised School Code Section 1249: Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. The negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

   1. Teacher self-assessment.
   2. Locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249.
   3. Student growth and assessment data will comprise 20% of the year-end evaluation determination.
      a. In consultation with the administrator, a student growth goal will be developed by the teacher or teacher team based on student growth and assessment data or student learning objectives metrics.
      b. Student learning objectives mean measurable, long-term, academic goals, informed by available data, that a teacher or teacher team sets at the beginning of the year for all identified students.
      c. In consultation with administration, student data for students with chronic absences (greater than 10 per school year) or partial year transfers into/out of the classroom, may be removed.
   4. An evaluation of the teacher's performance while providing timely and constructive feedback.
   5. Objective criteria as identified in the negotiated evaluation tool that accounts for 80% of the year end evaluation determination.
   6. The evaluation tool and process that are available on the District website; required forms are embedded in the evaluation software. The evaluation process guide will be disseminated with sufficient time for staff to complete their self-assessment.

C. Training

   1. The district will provide training to newly hired teachers as Defined by Revised School Code Section 1249 on the evaluation system, and associated forms and other important components of the year-end evaluation process to allow sufficient time for self-assessment completion.
   2. Mid-year hires will be trained, and their evaluation process will be amended based on their hire date, to allow sufficient time for self-assessment completion.

3. An annual evaluation process reminder will be disseminated at a fall staff meeting, as directed by the Labor Management Committee.
4. At least two (2) Association representative(s) and district Mentor Coordinators should be trained on the evaluation process.

D. Process and Timelines

*Note: the first day of school is the beginning of the year and the last day of school is the end of the year.*

1. A master evaluation list identifying staff members to be evaluated and the administrator assigned for each evaluation will be created between the District and Association by September 30th and made available to all staff.
2. Teachers will complete the evaluation self-assessment and student growth goal by October 30th.
3. Classroom observations intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
    a. There must be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. One observation may be unscheduled. Teachers may request a 3rd observation but this does not limit an administrator from conducting additional observations.
    b. A classroom observation must not be less than 15 minutes, but does not need to be for the entire class period and will include, at a minimum, a review of the teacher's lesson plan that includes the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson.
        i. The lesson plan should include, at minimum, the identified state curriculum standard in the lesson and a brief description of the lesson being delivered on the day of observation.
4. A post-observation meeting between the administrator and teacher will be conducted within 10 school days of the observation unless mutually agreed upon. The teacher will receive appropriate written feedback within 30 calendar days of the observation

a. The post-observation meeting must include, at a minimum, the items listed above in section 3.b.

5. For probationary teachers requiring a mid-year progress report, observations should take place no later than the end of January. The written progress report is aligned with the probationary teacher's individualized development plan.
6. All classroom observations in the spring should take place no later than two weeks before the end of the school year.
7. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing”, or “needing support”.
8. If a tenured teacher has been rated “highly effective” or “effective” for 3 consecutive year-end evaluations, they may be evaluated every third year thereafter. If the subsequent year-end rating is not “effective”, the teacher shall

be evaluated annually until receiving an "effective" rating for an additional 3 consecutive years.

a. The triennial evaluation cycle will be determined by the Labor Management Committee before the start of the 2024-2025 school year to balance the number of evaluations per year.

b. A full evaluation process is not necessary to place a teacher on an IDP. Also, the IDP may necessitate a teacher to be evaluated more frequently than every three years.

9. Teachers who are evaluated with an Individualized Development Plan (IDP) (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or probationary teachers) shall be provided the following:

   a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher.

   b. If relevant to the IDP, training will be provided by the district to assist the teacher in meeting the IDP goals.

   c. A mid-year progress report, if required, should be completed by the end of January and align with the teacher's IDP, including specific performance goals developed by the evaluator, and any recommended training identified by the evaluator; a year-end performance evaluation effectiveness rating, of "effective", "developing", or "needing support".

   d. The mentor teacher will be informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

10. The teacher is not assigned an evaluation rating and is "unevaluated" if:

    a. The teacher worked less than 60 days in that school year

    b. The teacher's evaluation rating is vacated through the grievance procedure

    c. The district and teacher agree to designate the teacher as "unevaluated" because of extenuating circumstances

    d. If the teacher receives an "unevaluated" designation, a rating from the preceding school year is used for triennial consecutive evaluation purposes

11. Probationary teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

12. If a written evaluation is not provided by the end of a school year, the teacher shall be deemed "effective".

E. Rights of Tenured Teachers

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

    a. The teacher may request a review of the evaluation and the rating by the school superintendent. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating.

    b. Upon receipt of the request, the Superintendent shall review the evaluation and rating and may make any modifications as appropriate based on the Superintendent's review.

    c. A written response regarding the Superintendent's findings must be provided to the teacher who requested the review by no later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.

    d. The teacher or Association may request mediation in writing within 30 calendar days if not satisfied with the Superintendent's response.

    e. Within 15 calendar days, the Superintendent must provide a written response that mediation will be scheduled as appropriate.

2. A tenured teacher who received two consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XIV - Grievance Procedure.

3. If a tenured teacher is rated "ineffective" or "needing support" on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process.

Non-Teaching Professionals with a Teaching Certification Subject to the Teachers' Tenure Act

A. The performance evaluation system for a Non-Teaching Professional with a teaching certificate subject to the Teachers' Tenure Act must include multiple observations.

The evaluation tool used for Teaching Professionals Subject to the Teachers' Tenure Act will be used for non-teaching professionals.

B. In consultation with the administrator, a student growth goal will be developed by the teacher or teacher team based on student growth and assessment data or student learning objectives metrics.

Student learning objectives mean measurable, long-term, academic goals, informed by available data, that a teacher or teacher team sets at the beginning of the year for all identified students.

C. An IDP will be developed during the employee's probationary period. The Superintendent or designee will evaluate the employee's performance at intervals determined by: "D. Process and Timelines" referenced above.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

D. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

1. The teacher may request a review of the evaluation and the rating by the school superintendent. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating.
2. Upon receipt of the request, the Superintendent shall review the evaluation and rating and may make any modifications as appropriate based on the Superintendent's review.
3. A written response regarding the Superintendent's findings must be provided to the teacher who requested the review by no later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.
4. The teacher or Association may request mediation in writing within 30 calendar days if not satisfied with the Superintendent's response.
5. Within 15 calendar days, the Superintendent must provide a written response that mediation will be scheduled as appropriate.

E. A tenured teacher who received two consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XIV - Grievance Procedure.

F. If a tenured teacher is rated "ineffective" or "needing support" on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process.

Non-Teaching Professionals without a Teaching Certificate Not Subject to the Teachers' Tenure Act

A. The performance evaluation system for a Non-Teaching Professional Not Subject to the Teachers' Tenure Act must include multiple observations.

A specialized framework within the evaluation tool for Non-Teaching Professionals Not Subject to the Teachers' Tenure Act may be used.

B. In consultation with the administrator, a growth goal will be developed by the educator or educator team based on growth and/or assessment data.

C. An IDP will be developed during the employee's probationary period. The Superintendent or designee will evaluate the employee's performance at intervals determined by: "D. Process and Timelines" referenced above.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

D. A Non-Teaching Professional Not Subject to the Teachers' Tenure Act who is rated as "needing support" shall have the following due process rights to challenge said rating:

1. The educator may request a review of the evaluation and the rating by the school superintendent. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating.
2. Upon receipt of the request, the Superintendent shall review the evaluation and rating and may make any modifications as appropriate based on the Superintendent's review.
3. A written response regarding the Superintendent's findings must be provided to the educator who requested the review by no later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.

E. If a Non-Teaching Professional Not Subject to the Teachers' Tenure Act receives two consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XIV - Grievance Procedure up to Level 3.

# APPENDIX G – VACANCIES, TRANSFERS, AND REASSIGNMENTS

All language in this appendix applies to non-certified professionals (see Article I Section A. for definition of this term).

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 are highly qualified.*

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 no later than the beginning of the following school year. 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 situations described below.*

1. *Involuntary transfers or reassignments must occur when the layoff of an Association member would be the result of another Association member refusing a transfer. If a member has not taught in an area of certification within the last seven years, that member will not be involuntarily assigned to a position which requires such certification.*

2. *Involuntary transfers or reassignments may occur 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 or reassigned 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 (see 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. *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 – VACANCIES, TRANSFERS, AND REASSIGNMENTS, Section B.*

*K. See ARTICLE VIII – REDUCTION IN PERSONNEL, Sections M and N for a description of how vacant positions will be filled.*

# APPENDIX H – REDUCTION IN PERSONNEL

All language in this appendix applies to non-certified professionals (see Article I Section A. for definition of this term).

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 the 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. *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.*

E. *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.*

F. *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.*

G. *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.*

H. *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.*

I. *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.*

J. *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.*

K. *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.*

L. *The following principles shall apply to all members when changes in assignment are being considered:*

1. *Involuntary transfers will be made only when it is necessary to avoid a lay-off.*
2. *Changes in assignment must create the least disruption to the building schedule.*

M. *If there are teachers returning from leave and/or teachers whose positions have been eliminated within the last five years and who are still laid off, then the principles below shall apply to this group:*

1. *After the above goals have been met, teachers with the greatest seniority will be allowed to choose a position from among the open positions for which they are qualified.*
2. *Any open position will be filled by a qualified member whose position has been eliminated before considering an involuntary transfer.*