

June 30, 1971

Bendle Public Schools

PROFESSIONAL NEGOTIATIONS AGREEMENT

Between the

BENDLE BOARD OF EDUCATION

and the

BENDLE EDUCATION ASSOCIATION

Ratified by the Bendle Board of Education
and
the Bendle Education Association
on
Monday, November 10, 1969

Expires on June 30, 1971

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Michigan State University**

RESOLUTION FOR AGREEMENT

THIS AGREEMENT ENTERED INTO THIS TENTH DAY OF NOVEMBER 1969, BY AND BETWEEN THE BENDLE EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION", AFFILIATED WITH THE MICHIGAN EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "MEA", AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "NEA", AND THE SCHOOL DISTRICT OF BENDLE, THE TOWNSHIP OF BURTON, COUNTY OF GENESEE, MICHIGAN, HEREINAFTER CALLED THE "BOARD".

WITNESSETH

WHEREAS THE BOARD AND THE ASSOCIATION RECOGNIZE AND DECLARE THAT PROVIDING A QUALITY EDUCATION FOR THE CHILDREN OF THE BENDLE PUBLIC SCHOOL SYSTEM IS THEIR MUTUAL AIM AND THAT THE CHARACTER OF SUCH EDUCATION DEPENDS PREDOMINANTLY UPON THE QUALITY AND MORALE OF THE TEACHING SERVICE, AND

WHEREAS THE MEMBERS OF THE TEACHING PROFESSION ARE PARTICULARLY QUALIFIED TO ASSIST IN FORMULATING POLICIES AND PROGRAMS DESIGNED TO IMPROVE EDUCATIONAL STANDARDS, AND

WHEREAS THE BOARD HAS A STATUTORY OBLIGATION, PURSUANT TO ACT 379, OF THE MICHIGAN PUBLIC ACTS OF 1965, TO BARGAIN WITH THE ASSOCIATION AS THE REPRESENTATIVE OF ITS TEACHING PERSONNEL WITH RESPECT TO HOURS, WAGES, TERMS, AND CONDITIONS OF EMPLOYMENT, AND

WHEREAS, THE PARTIES HAVE REACHED CERTAIN UNDERSTANDINGS WHICH THEY DESIRE TO CONFIRM IN THIS AGREEMENT,

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED:

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified personnel under contract, employed or to be employed by the Board, excluding: Superintendent, Administrative Assistants, Principals and Supervisors, within the meaning of the Public Employment Relations Act. The term 'TEACHER', when used hereinafter in this Agreement, shall refer to all professional certificated employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other

than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual 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, provided that the Association has been given the opportunity to be present at such adjustment.

C. Payroll deductions will be made for teachers who sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sums shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

D. During the term of this agreement any teacher who is or becomes a member of the Bendle Education Association shall during the term of the Agreement maintain membership or pay the equivalent amount of dues.

All first year (Step 0)* teachers shall likewise be obligated to either be members and pay dues or if not members pay the equivalent. Any teacher failing to meet such obligation shall not be offered employment after the conclusion of the year in which such failure to meet this obligation shall occur. Provided that such period shall be extended during anytime that such teacher shall be in the process of appeal of such termination.

The Association shall be required to fully indemnify the Board for every expense, cost or liability of any nature whatsoever, and whether direct or indirect which the Board shall incur or be subject to as a result of the enforcement of the above provisions.

*Interpreted to mean all first year teachers at Bendle.

E. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the

association, his participation in any activities of the association or collective professional negotiation with the Board or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.

C. The Association and its members shall have the right to use school building facilities upon request to the building administrator. Teachers shall be permitted to wear identifying insignia (not to exceed 1" in diameter) portraying membership in an association. Bulletin boards in teachers' lounges and other established media of communication shall be made available to the association and its members.

D. The Board agrees to furnish to the association in response to requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the association to process any grievance or complaint.

NEGOTIATION PROCEDURES - RESOLVING DISAGREEMENT

Recognizing their respective responsibilities for the education of the children in the community, both parties accept their obligation to strive for uninterrupted operations of the school system.

To this end, both parties pledge themselves to negotiate in good faith such matters as may appropriately be included in an Agreement between them, and, in the event of failure to reach agreement, to utilize procedures as established in the grievance procedures. Both parties include the provisions of this paragraph for the purpose of indicating their pledge to the community to discourage the interruption of the operation of the school system, they nevertheless reiterate that each of them will make effort to reach agreement at the local level where important details of the needs of the school system can most clearly and thoroughly be understood.

CHAPTER I ... SALARIES

The salaries covered by this Agreement are set forth in the Appendices which are attached hereto and made a part of this Agreement.

CHAPTER II ... TEACHING CONDITIONS

Section 2.01 - Class Loads

To insure a high quality of education, the pupil=teacher ratio is an important aspect of effective programming. The Board of Education will make a continuing effort to reach the State recommended standards.

- A. Following the official membership date each year, the Board of Education will present to the Association a valid picture of the pupil-classroom teacher ratio.
- B. The October meeting of the Advisory Council, which shall be scheduled for the first Friday in October, will be devoted primarily to reviewing the pupil-classroom teacher ratio report.
 - 1) Building administrators and the President of the BEA will be invited to attend the October Advisory Council meeting, and will be encouraged to participate in this review.
 - 2) The results of the review and any recommendations forth-coming from the Advisory Council and other invited participants for this review will be presented to the Administration, in writing, as recommendations for action.

Section 2.02 - Teaching Hours

- A. The Teacher's scheduled teaching hours in the secondary school shall be as follows:
 - 1) Check-in time no later than ... 7:45 AM
 - 2) At assigned place of duty no later than ... 7:50 AM
 - 3) Leave school no earlier than ... 3:15 PM
- B. The teacher's scheduled teaching hours in the elementary school shall be as follows:
 - 1) Check-in time no later than ... 8:15 AM
 - 2) At assigned place of duty no later than ... 8:20 AM
 - 3) Leave school no earlier than ... 3:35 PM
- C. All teachers shall receive a duty-free uninterrupted lunch period consisting of not less than sixty (60) minutes.
- D. While the above teaching hours may define the scheduled teaching day, it is recognized that there are other professional obligations - specifically staff meetings - which must be attended:

- 1) Teachers shall attend such staff meetings called by the principal to whom the teacher is assigned.
 - a) The length of the staff meeting shall not extend more than forty-five minutes beyond the regular scheduled leaving time, and the day on which staff meetings will be called will be established at the beginning of the school year by the building principal for his respective building(s).
 - 2) The maximum number of such staff meetings shall not exceed six (6) per year.
 - 3) The building principal must originate and distribute advance written notice to each teacher at least five (5) days prior to the scheduled staff meeting.
- E. When teachers feel it is necessary to change the above pattern of leaving time, they are to notify their building principal one day previous to the specified change. Permission shall be granted by the building administrator, provided that a staff meeting has not been scheduled for that day ... in which case, permission shall be denied. Notification shall be submitted, in duplicate, signed and retained by both teacher and building principal. Provision: In the event of an emergency, the above requirement of a one day notice may be waived by the building principal upon being apprized of the nature of the emergency.
- F. Teaching hours may be adjusted earlier or later by the Superintendent, but total hours of the day shall remain the same. Provision: In the event an alteration of hours affects the entire school year, written notification shall be given to all contractual personnel prior to the end of the current school year.

Section 2.03 - Preparation Time

Daily preparation for effective teaching, correcting examination papers, computing grades, and related activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. Because both parties agree that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energies of the teacher are primarily utilized to this end - the Board shall grant one preparation period per day to all teachers for this purpose. The preparation period shall not be less than forty-five (45) minutes in duration, except that Kindergarten teachers will receive two (2) twenty-five minute preparation periods; one in the AM and one in the PM, to coincide with their half day Kindergarten sessions.

Section 2.04 - Assignments

A teacher shall not be assigned to instruct in any area outside his teaching certification or his major or minor field of study, except temporarily and voluntarily. Provision: Any change from this policy will be after consultation between administrator and teacher, and such consultation meeting will include the Building Representative for the Association, if his presence is requested by the teacher. The Association President shall be subsequently notified, in writing, as to the results of said consultation meeting.

CHAPTER III ... TRANSFERS

Section 3.01 - Vacancies

A. Whenever any vacancy in any professional position in the District shall occur during the period September 1st - June 15th, the Board shall publicize same by giving written notice in the following manner:

- 1) Provide a copy of said notice to each teacher. Notice to be placed in each professional staff member's mailbox.
- 2) Provide for appropriate posting of said notice in each school building.

NO VACANCY SHALL BE PERMANENTLY FILLED UNTIL SUCH VACANCY NOTICE SHALL HAVE BEEN POSTED FOR AT LEAST FIVE (5) DAYS.

B. During the summer recess (June 15th - September 1st) such vacancy notice shall be given only to those teachers submitting a written request for same to the Superintendent's office, stating those positions/vacancies in which they are interested and for which they wish to be notified.

VACANCIES OCCURRING DURING THE SUMMER RECESS WILL BE FILLED ONLY AFTER THE NOTICE HAS BEEN PROVIDED FOR AT LEAST FIFTEEN (15) DAYS.

Section 3.02 - Promotions

The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job description. In each case when a teacher shall apply for a vacancy, he shall be notified in no less than ten (10) days of the expiration of the vacancy notice, of the disposition of his application.

Section 3.03 - ~~Summer~~ School Programs

Sections 3.01 and 3.02 are applicable for summer school programs conducted by the Bendle Public Schools.

CHAPTER IV ... PROTECTION OF TEACHERS

Section 4.01 - Assistance in Assault Cases

A. Teachers shall be required to report all cases of assault suffered in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report in writing.

B. The School Counsel shall inform the teacher immediately of his rights

under the law and shall provide such information in a written document.

C. The School Counsel shall notify the teacher of his readiness to assist the teacher, as follows:

- 1) Shall assist and cooperate in obtaining from the police and/or from the Principal relevant information concerning the culprit(s).
- 2) Shall act in other appropriate ways as liaison between teacher, police, and the courts.
- 3) Shall counsel the teacher in court appearances.

Section 4.02 - Legal Counsel

The Board agrees to provide legal counsel to defend any teacher in any action arising out of an assault on a teacher or any disciplinary action taken against a student by a teacher.

Section 4.03 - Discipline

During the first week of each school year - the Bendle Board of Education shall provide a written policy statement governing use of corporal punishment of students. (This policy statement to be inserted as a part of the regular "Teachers Letter" provided to teachers by their respective building principals.)

The above 'policy statement' shall be consistent with the General School Laws - State of Michigan - paragraph 340.756 and 340.757.

CHAPTER V ... LEAVE PAY

Section 5.01 - Sick Leave

A. At the beginning of each school year, ten (10) days sick leave allowance shall be granted to regular certified teaching personnel under contract for thirty-eight (38) weeks or longer.

- 1) The unused portion of such allowance shall accumulate from year to year without limitation.
- 2) One-half (1/2) of the above sick leave days shall be granted to half-time employees.

B. At the beginning of each school year and at the request of the association members of the Bendle Education Association, who wish to, will have the opportunity to contribute a maximum of one (1) of the above granted sick leave days from their personal accumulation to a "BANK" - to be used as an emergency for teaching personnel.

- a. The number days donated and credited to the 'bank' shall be used at the discretion of the Executive Council of the Association.
- b. The unused portion of said days shall accumulate in the 'bank' each year.

C. Upon returning to school the teacher shall be required and be responsible for submitting a reimbursement form provided by the Administration, prior to payment of sick leave days. The reimbursement forms shall be counter-signed by the Principal.

D. If a person is re-hired, except under the terms of Leave of Absence, he shall start without any sick leave days to his credit, and shall receive them as would a new employee.

Section 5.02 - Personal Leave

1. All teachers, regularly employed by the Bendle Public Schools for thirty-eight (38) weeks or longer, shall be granted three (3) personal leave days each school year, subject to the provisions listed below:

- a) The first two days granted are not deductible from sick leave. The third day is deductible from sick leave.
- b) Personal leave days are not accumulative.
- c) Should a teacher use all of the personal leave days allotted to him each year during the first semester and for any reason is not employed by the Bendle School District for the second semester, the pro-rated number of personal leave days used, but not earned, shall be deducted from his final paycheck.
- d) Personal leave days shall not be granted either the day before or the day following (1) a paid legal holiday, (2) vacation days, and/or (3) during semester examination periods.

2. Granting of Personal Leave Days:

- a) A teacher planning to use a personal leave day(s) shall notify his building principal, in writing, at least five (5) calendar days in advance.
- b) When less than five calendar days advance written notice is given, the granting of request is subject to availability of a substitute teacher.
- c) In case of an emergency where written notification is impossible, personal leave day(s) will be subject to verbal notification to the building principal prior to 6:30 AM of the day the leave is to be taken, and the granting of said personal leave day will also be subject to the availability of a substitute teacher.

3. Upon a teacher's return to school, he shall be required to, and be responsible for, submitting a reimbursement request provided by the Administration, prior to receiving payment for personal leave days used. The reimbursement form shall be counter-signed by the building principal.

4. Half-time employees shall be granted one-half of the above personal leave days, subject to the same provisions as a full-time employee.

Section 5.03 - Workmen's Compensation

Whenever a teacher is absent because of illness, accidental injury, or

injury resulting from an assault case arising out of and/or in the course of his employment as defined in the Michigan Workmen's Compensation Law, the Board shall pay to such teacher the difference between his regular salary and the benefits he shall receive under the Michigan Workmen's Compensation Act for the duration of such absence, subject to the following clauses:

- A. The teacher shall be paid in full for a period not to exceed eight weeks, and such paid absence shall not be deducted from any sick leave to which such teacher is entitled under this Agreement.
- B. In the event the absence exceeds eight weeks, the teacher may elect in writing to receive from the Board the difference between such Workmen's Compensation benefits and his regular salary, provided such difference may be deducted from the teacher's sick leave allowance.
- C. The teacher's sick leave allowance shall be determined by dividing his contracted salary by the actual number of paid working days to find his per diem wage. This per diem wage shall then be multiplied by the total number of accumulated sick leave days to determine the sick leave allowance.
- D. When a subtraction is made from the teacher's sick leave allowance and the ensuing balance is not evenly divisible by his per diem rate of pay, then the remainder shall be rounded off to the nearest half day.

Section 5.04 - Professional Leave

The Superintendent may grant convention or conference attendance requests made by the professional staff without loss of pay, under the following provisions:

- 1) Requests must first be submitted to the building principal on forms provided by the Bendle Public Schools three (3) weeks prior to the date of the convention or conference. Before approval is given by the building principal to any such request, it must be evident that attending the convention or conference will contribute to the effectiveness of the instructional program in the assigned teaching area of the teacher making the request. Requests approved by the building principal will then be forwarded to the Office of the Superintendent for final determination.
- 2) Requests for reimbursement for convention or conference expense must be made within five (5) school days following the conclusion of the convention or conference. Reimbursement will be made on the following basis, and MUST INCLUDE receipts where indicated: -
 - a) Registration fees, which are not a part of dues to an organization. (receipt required)
 - b) Luncheon and/or banquet meals if a part of the convention or conference. (receipt required)
 - c) Any other necessary meals when approved at the 'request for conference'

is granted, with the following limitations: (no receipt required)

Breakfast ... \$1.50
Luncheon ... \$3.00
Dinner ... \$5.00

- d) Lodging expense for one person, if convention or conference extends to more than one day. (receipt required)
- e) Mileage reimbursement of ten cents (10¢) per mile. (receipt not required. Reimbursement will be figured on actual mileage)

CHAPTER VI ... LEAVES OF ABSENCE

Section 6.01 - Leave of Absence: Sickness

Any teacher whose personal illness extends beyond the period compensated under our sick leave article, shall be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness. Upon return from leave, teacher shall be assigned to the same position, if available.

Section 6.02 - Leave of Absence with pay not chargeable

A. Five (5) days per school year will be allowed for death in the immediate family. Immediate family interpreted as: husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren.

1) In the event of the death of a member of the family not interpreted as 'immediate' (above), or of a person whose relation to the teacher poses an unusual circumstance, a leave of absence may be granted, upon request, by the Superintendent, at his discretion. Number of days allowed in such case shall also be deducted from the five (5) days allowed per school year, as designated in "A" above.

2) It is conceivable that in the same school year, a teacher might experience more than one death in the immediate family. In such case, an additional three (3) days will be allowed, provided the two deaths do not occur simultaneously.

3) Death leave benefits will be granted only for days lost while school is in session.

B. Absence when a teacher is called for jury service, and the Board has been granted the opportunity to plead the teacher's summons. Teacher shall return to teaching assignment if dismissed from jury duty prior to end of regular teaching hours.

C. Court appearances as a witness in any case connected with the teacher's

employment or the school, or whenever teacher is subpoenaed to attend any proceeding which was not directly caused by him. Teacher shall return to teaching assignment as soon as testimony has been presented and teacher is excused from the court, if prior to the end of the regular teaching hours.

D. Time necessary to take the Selective Service physical examination.

Section 6.03 - Maternity Leave

The Bendle Board of Education shall grant a Leave of Absence, without pay, for maternity to any regularly employed staff member who has been employed for one or more years.

A. A written request for such leave shall be submitted, together with proper certification of pregnancy from the employee's physician, to the Board,

not more than two (2) months after pregnancy has been determined.

B. Teacher shall terminate her work at the end of the fifth month of pregnancy, except when this date falls within one school month of the end of the current semester. In such case, the teacher may be permitted to complete the semester.

C. Special dispensation to paragraph (b) above may be granted by mutual consent between the Board and Association.

D. Leave will be granted for one full school year in addition to the four months absence required by the Board.

Section 6.04 - Peade Corps, Vista, Teachers Corps Leave

Leave of Absence shall be granted up to two years to any teacher who joins one of the above organizations as a full time participant in such program. Any time so served shall be treated as time taught for the purpose of the salary schedule set forth in this Agreement.

Section 6.05 - Personal Leave, Travel

A teacher who has been employed under contract for three or more years may be granted upon request to the Board a Leave of Absence, without pay, for travel for one year, provided it would not in any way injure the program of the school.

If the Leave of Absence is granted, this one year shall be treated as time taught, for the purpose of the salary schedule set forth in this Agreement.

Section 6.06 - Personal Leave, Professional Study

A teacher who has been employed, under contract, for three or more years, shall be granted upon written request to the Board, a Leave of Absence, without pay, for study for one year; provided it would not in any way injure the program of the school. If the Leave of Absence is granted, this one year shall be treated as time taught, for the purpose of the salary schedule set forth in this Agreement.

Section 6.07 - Military Leave

Military Leave shall be granted to any teacher, in conformity with State and Federal Statutes. Teachers on such Military Leave of Absence shall be given the benefit of any increments which would have been credited to them had they remained in active service with the Bendle School System.

Section 6.08 - Public Office

The Board shall grant a Leave of Absence, without pay, to any teacher who actively campaigns to serve in a public office, and/or while serving in a

public office.

Section 6.09 - Return After Leave of Absence

- A. A teacher who has been granted a Leave of Absence shall notify the Superintendent of Schools, in writing, on or before the first day of December or the first day of July preceding the opening of the semester following the expiration of Leave, of his intention to resume work at the beginning of the ensuing school semester.
- B. To the extent possible, all teachers returning from Leaves of Absence granted by the Board shall be restored to the same position they held at the time leave was granted.

CHAPTER VII ... PROCEDURE FOR HANDLING GRIEVANCES

Section 7.01 - Definitions

- A. TEACHING CERTIFICATE ... that which qualifies a person to teach - issued by the State Board of Education in compliance with authority granted in paragraph 764 - Section 390.431 of the General School Laws.
- B. HEALTH CERTIFICATE ... A written or printed statement, testifying to a fact, signed by a doctor of medicine or osteopathy.
- C. CURRICULUM ... The aggregate of courses of study given in a school program.
- D. TEACHING PERIODS ... The amount of time given daily to instruct in a given subject area.
- E. GRIEVANCE ... A claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, possibly caused by misinterpretations or inequitable applications of established policy or the terms of the Agreement. Provided: No claim or cause FOR WHICH THERE IS ANOTHER PROCEDURE, SETTLEMENT, OR ADJUDICATION ESTABLISHED BY LAW OR RULE OR REGULATION HAVING THE FORCE OF LAW shall constitute a grievance.
- F. DAY ... The time of required arrival to the time of allowed departure from work, unless indicated as a calendar day.
- G. TEACHER ... A professional instructor, certified by the State Board of Education, State of Michigan.
- H. SERVICE ... (years of service) Number of years of employment in a teaching duty, excluding occupational performance.
- I. CONDITIONS OF EMPLOYMENT ... Those considerations that are applicable to all school employees covered by the Agreement.

Section 7.02 - Committee, Structure

A written grievance may be filed if there has been a violation, mis-interpretation, or mis-application of any provision of this Agreement or any existing rule, order, or regulation of the Board or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms, and conditions of employment.

A. Established Committees

1. The Association shall establish a Grievance Committee composed of a representative from each building and one alternate-at-large.
2. The Board shall establish a Review Committee.
3. No member of said committee shall act if he is a party in interest, but shall be replaced by an alternate.

Section 7.03 - Filing of Grievance

- 1) The Association, or teacher, shall file a grievance prior to June 1 and after September 1.
- 2) The grievance shall be first presented, in writing, (on the approved Grievance Report Form ... see Appendix "E") to the Grievance Committee of the same party to determine its merit, allowing three (3) days for its consideration.
- 3) Grievance shall then be discussed with immediate superior (building principal), with or without Grievance Committee representative, to resolve difficulty.
- 4) If not resolved, grievance shall then be submitted within three (3) days to the Grievance Committee, Principal, and Superintendent.
- 5) Superintendent has three (3) days for review and making alternate decision, in duplicate, to Grievance Committee and Principal.
- 6) Grievance Committee has five (5) days to decide merit of new decision. If not disposed of here, a written response must be submitted to the superintendent within the above five (5) days.
- 7) Superintendent and one or more persons selected by him must work with the Grievance Committee to resolve grievance within five (5) days.
- 8) If no resolution is made, the grievance shall be presented to the Board Review Committee, who shall confer with Grievance Committee to arrive at mutual satisfaction in disposing of grievance within fifteen (15) days.

Section 7.04 - Labor Mediation Board

If the decision of the Board is not satisfactory to the Association, the

the grievance must be submitted to the Labor Mediation Board for settlement. The Board or Association shall not be permitted to assert in such mediation proceedings any ground or to rely on any evidence not previously disclosed to the other party, in writing. The mediator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties will be bound by the award of the Labor Mediation Board and agree that judgement thereon may be entered in any court of competent jurisdiction.

CHAPTER VIII ... PROCEDURES INVOLVING QUESTIONS OF ETHICAL CONDUCT

The Board of Education understands that the Code of Ethics of the Education Profession is considered by the Association and its membership as the guideline for acceptable professional behavior. The Board further understands that, as to its membership, the Association will counsel with its members on ethical problems arising under the Code of Ethics of the Education Profession and will endeavor to place emphasis upon raising professional standards through counseling.

CHAPTER IX ... PROFESSIONAL ADVISORY COUNCIL

Section 9.01 - Purpose

A Professional Advisory Council shall be established:

- a) To provide staff members with the opportunity to share in the development of policy recommendations that affect them and their working conditions.
- b) Proposed policies affecting the school system would be presented to this group prior to their recommendation to the Board of Education for approval.

Section 9.02 - Structure

The formulation of this committee should permit opportunities for all professional personnel to be represented - i.e., Superintendent, with teacher representation from the following areas: Primary (one), intermediate (one), junior high (one), senior high (one), vocational (one), special education (one), and music (one).

- a) Teachers represented on the committee are to be elected by the teachers in the various represented groups.

Section 9.03 - Scheduling of Meetings

- 1) The first meeting of the Advisory Council will be held on the First Friday in October of each year.
- 2) Subsequent meetings will be scheduled and held periodically either at the discretion of the Superintendent or by two-thirds majority of the Committee. Frequency and duration of meetings would be largely dependent upon the various studies and evaluations that currently are being made. Committee membership will determine suitable meeting times and places for

the convenience of all members. Released time for serving on the Committee will be granted to members - however, not to exceed one hour per month.

Section 9.04 - Meeting 'Briefs'

At the first meeting of the Advisory Council - a person will be elected to serve as secretary of the Council. This person will be responsible for outlining the 'gist' of each meeting - and forwarding copies, in writing, to:

1. All members of the Council
2. Bendle Public School Administrators
3. President of the Bendle Education Association
4. Copies for appropriate posting in all school buildings of the District

CHAPTER X ... GENERAL

Section 10.01 - Strikes by Public Employees

The Association recognizes that Public Act 379 makes strikes by public employees illegal when conditions are shown that an organized action has been implemented to provide pressure through a work stoppage, for economic gain. To this extent the Association recognizes its obligation to discourage a strike among its members.

Section 10.02 - Medical Requirements

A. Each employee shall be required to submit only one health certificate by a licensed physician, at the time of employment. No contract with any employee shall be valid unless such health certificate is on file in the Office of the Superintendent prior to the beginning date of employment.

B. To comply with the laws of the state of Michigan on required tuberculin testing, the Bendle Board of Education will arrange for all employees to have the Tine Tuberculin Test made through the auspices of the Genesee County Health Department. Arrangements will likewise be made for 'positive reactors' to have the initial Chest X-Ray at no cost to the employee.

Upon completion of the Tine Tuberculin Testing Program, and the determination of the 'positive reactors', the BEA President and the Superintendent of the Bendle Schools will mutually agree on a deadline date whereby the 'positive reactors' must have on file their written notice of proof of X-Ray. Personnel who fail to have on file this proof of X-Ray by this designated date shall have their next regular bi-weekly pay withheld until written notice of proof of X-Ray is on file in the Superintendent's Office.

C. All health certificates and X-Ray Certificates shall be kept in the private personnel file of the individual employee.

D. The school Board shall provide, free of charge, a licensed physician to issue to each employee the above required health certificate, or that each e-mployee may secure said certificate from his own licensed physician at the employee's expense.

Section 10.03 - Teacher Evaluations

- A. The evaluation of teacher performance shall be conducted openly. The evaluation of teacher performance shall always be with the intent to aid and help teachers to become more proficient - emphasizing 'strengths' and 'weaknesses'.
- B. The evaluator shall schedule a conference with the teacher no later than five (5) working days after the evaluation observation.
- C. Each teacher shall have the right, upon request, to review the contents of his personal file

Section 10.04 - Special Departmental Clothing

The Board shall furnish, without charge, smocks and shop jackets for secondary teachers of the following subject areas: Art, Arts and Crafts, Home Economics, Chemistry, Biology, and Industrial Arts (includes Electronics). Laundering service, without charge, not to exceed two (2) changes per week.

Section 10.05 - Substitute Teaching by Regular Staff Members

Building Principals, on occasion, may find it necessary to assign regularly employed faculty members to substitute for a regular teacher who is absent. This assignment shall be made under the following provisions:

- A. This assignment can be made only at a time when the teacher has a regularly scheduled preparation period.
- B. The maximum number of such assignments for any teacher shall be two (2) per semester.
 - 1. Teachers may substitute more than the two (2) periods per semester, which may be assigned (above), provided that upon the request of the building principal, the teacher accepts under his own volition.
- C. Faculty members shall be reimbursed at the rate of Five Dollars (\$5.00) per class hour for substitute work when assigned or when the request has been made and the teacher accepts.
 - 1. Substitute pay will be disbursed three (3) times during the school year:
 - a. The pay prior to Christmas vacation
 - b. The pay prior to Spring Vacation
 - c. The last regular pay of the school year (21st pay)
- D. Building Principals are to schedule a specific period during the day for Guidance Counselors which will be their preparation period. Like other professional staff members, only during this period may they be assigned to substitute for a teacher who is absent.

Section 10.06 - Reduction of Teaching Staff

The General School Laws of the State of Michigan hold local boards of

education legally responsible for the execution of teacher contracts (hiring) and likewise for the termination of such contracts.

If a situation should develop that necessitates a reduction in the teaching staff, the following initial action shall be taken:

1) The administration shall schedule a meeting with the Bendle Education Association Executive Committee for the purpose of discussion and receiving suggestions relative to:

a) Action that would have the least effect upon the total effectiveness of the educational program for boys and girls.

b) Criteria to be used for the determination of priorities relative to tenure and probationary teachers' status in relationship to teacher qualifications and certification, and re-employment rights of such personnel to be discharged or laid-off.

CHAPTER XI ... 1969-1970 SCHOOL CALENDAR

Sept 2, 1969 ...	Teacher Orientation - AM Staff In-Service Programs - PM
Sept 3, 1969 ...	Student Enrollment - AM Teacher Orientation (within buildings) PM
Sept 4, 1969 ...	Classes in session full day
Nov 26, 1969 ...	Thanksgiving recess begins at 11:30 AM
Dec 1, 1969 ...	School resumes after Thanksgiving recess
Dec 19, 1969 ...	School closes for Christmas recess at end of school day
Jan 5, 1970 ...	Classes resume after Christmas vacation
Jan 23, 1970 ...	End of first semester (students not in attendance)
Jan 26, 1970 ...	Beginning of Second Semester
Mar 26, 1970 ...	Spring Vacation begins at end of school day
Apr 6, 1970 ...	Classes resume after Spring Vacation
May 29, 1970 ...	No school - day before Memorial Day
June 7, 1970 ...	Baccalaureate
June 8, 1970 ...	Annual School Election
June 9, 1970 ...	Class Night - Bendle Senior High
June 10, 1970...	End of Second Semester
June 11, 1970 ...	Commencement - Bendle Senior High
June 12, 1970 ...	Students pick up report cards - teachers dismissed

DURATION OF AGREEMENT

A. This Agreement shall be effective as of November 10, 1969 and shall remain in effect until the 30th day of June 1971; provided however, that the Association or the Board may reopen this Agreement on or after March 1st but not later than April 15th of any year this Agreement is in effect for the purpose of negotiating the economic provisions of this Agreement. The economic provisions of the Agreement shall be defined to mean for this purpose only those items covered in the following:

- 1) The Salary Schedule (Appendix "A" and Appendix "C")
- 2) Fringe Benefit Allowance (Appendix "A" - Para. "B")
- 3) The School Calendar (Unless, however, either the School Code or by legislative action it is determined that the School Calendar is the responsibility of the Board - the School Calendar then would not be a negotiable item)

B. By no later than April 1st of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach Agreement concerning teachers' salaries and all other conditions of their employment.

RETROACTIVITY OF AGREEMENT

Only the following items shall be retroactive to the expiration date of the Professional Negotiations Agreement between the Bendle Education Association and the Bendle Board of Education, which expired on the 30th day of June 1969 and the effective date of this contract (ratification date):

- 1) Appendix "A" - Salary Schedule, including provisions contained in paragraphs "A" and "B", excluding "B(II)", Group Life Insurance.
- 2) Appendix "B" - Coaches Salary Schedule, where the 'sport' season has been completed between the June 30, 1969 expiration date of the previous contract and the ratification date of this current contract.
- 3) Appendix "D" - Misc. Section. The extra compensation for the various designated sponsorships shall be paid for the fulfilling of the responsibilities entailed by said sponsorship for the entire school year.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS

10th DAY OF NOVEMBER 1969.

BENDLE BOARD OF EDUCATION

BENDLE EDUCATION ASSOCIATION

James E. Skinner
James E. Skinner
President

Willard K. Ritter
Willard K. Ritter
President

APPENDIX "A"

Salary Schedule

<u>Yrs Exp</u>	<u>Non-Degree</u>	<u>Bachelors</u>	<u>Bachelors + 15</u>	<u>Masters</u>	<u>Masters + 15</u>
0-1	5,760	7,200	7,488	7,788	8,100
1-2	6,010	7,488	7,788	8,100	8,424
2-3		7,788	8,100	8,424	8,761
3-4		8,100	8,424	8,761	9,111
4-5		8,424	8,761	9,111	9,475
5-6		8,761	9,111	9,475	9,854
6-7		9,155	9,521	9,901	10,297
7-8		9,567	9,949	10,347	10,760
8-9		9,998	10,397	10,813	11,244
9-10		10,448	10,865	11,300	11,750
10+		10,918	11,354	11,809	12,279

A. Salary Schedule Provisions

1) Any change in degree status during the course of the school year shall become effective at the beginning of the subsequent semester. Contractual salary shall be adjusted to conform with the new status.

2) No limitations for years of service outside of the Bendle School System shall be applied for new teachers in the system.

3) Half years of service (not consecutive) in the Bendle School System shall be cumulative to full years when Leave of Absence has been approved.

4) The teachers contractual salary shall correspond with their degree status and years of service on the salary schedule.

B. Fringe Benefit Allowance

I. The Bendle Board of Education agrees to furnish, without cost, a selection of insurance protection. Each teacher shall elect one of the following:

a) Full family health care insurance benefits. Payment of insurance premiums for each teacher is for the full twelve (12) month period, commencing with the September premium and concluding with the August premium (Blue Cross-Blue Shield MVF-1 or MEA Super Med)

OR

b) The Board shall provide without cost to the teacher, a salary protection insurance. If the teacher elects this insurance, the Board shall pay up to ten dollars (\$10.00) per month for the premiums. This coverage shall be for the full twelve month period, commencing in September and ending in August.

II. The Board shall also provide each teacher with a six thousand (\$6,000) dollar term life insurance policy.

APPENDIX "B" ... COACHES SALARY SCHEDULE

Annual remuneration for assignments as listed below bear a percentage relationship to the first level of the bachelor's degree schedule.

VARSIITY

Head Football ...	12%
Head Basketball ...	12%
Head Wrestling ...	11%
Head Baseball ...	9%
Head Track ...	9%

ASSISTANT VARSITY COACHES

Football ...	6%
Track ...	6%

RESERVE COACHES

Football ...	6%
Basketball ...	6%
Baseball ...	6%
Assistant Reserve Football ...	5%

JR. HIGH COACHES

Football ...	5%
Wrestling ...	5%
Basketball (7th, 8th, 9th, each)	5%
Baseball ...	5%

CROSS COUNTRY ...	5%
GOLF ...	5%

GIRLS SPORTS

Sppedball ...	5%
Basketball (Sr. High)	5%
Basketball (Jr. High) ...	5%
Track ...	5%
Softball ...	5%

INTRAMURALS ...	2%
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APPENDIX "C"

DRIVER TRAINING COMPENSATION

The hourly rate for the teaching of Driver Training shall be Five Dollars (\$5.00).

The program is to be conducted to meet the requirements as established in Bulletin No. 360 - Department of Public Instruction.

The Bendle Senior High School Principal is delegated the responsibility of administering the program, and seeing that the course meets the minimum requirements of Bulletin No. 360 - Department of Public Instruction.

APPENDIX "D"

Extracurricular Pay

<u>Activity</u>	<u>Salary</u>
Senior Class #1	\$ 150.00
Senior Class #2	150.00
Junior Class #1	150.00
Sophomore Class #1	150.00
Freshman Class #1	150.00
Dramatics Coach (2 plays)	325.00
Vocal Music Director - Secondary	400.00
Band Director - Secondary	1,400.00
Yearbook (Reflector)	350.00
Debate & Forensics	275.00
Newspaper (Spotlight)	200.00
Yearbook (Reflector) Jr. High	150.00
Senior High - Student Council	250.00
Jr. High Student Council	275.00

COMPENSATION FOR OTHER SERVICES RENDERED AS COVERED BY THIS AGREEMENT ARE HEREBY SET FORTH AND MADE A PART OF THIS AGREEMENT. REMUNERATION (annual) FOR ASSIGNMENTS, AS INDICATED BELOW:

SPECIAL EDUCATION

Type "A" - Mentally Handicapped...\$	660.00
Speech Correctionists ...	330.00
Title I - Reading ...	330.00

In order to be qualified for this differential, the teacher must be full time and certified in the area for which they are employed.

TRANSPORTATION REIMBURSEMENT

Professional staff members who are required to render services in more than one building either in the AM or PM session, or both ... will receive ten cents (10¢) per mile transportation allowance. This will be paid on a monthly basis upon receipt of a purchase order request indicating miles travelled.

(APPENDIX "E")

GRIEVANCE REPORT FORM

Grievant's Name _____

Building _____ Assignment _____

STEP ONE: TO ASSOCIATION GRIEVANCE COMMITTEE: -

Date Grievance occurred _____ Section Violation _____

STATEMENT OF GRIEVANCE _____

RELIEF SOUGHT _____

Date filed _____

_____ Grievant's Signature

STEP TWO: DISPOSITION BY GRIEVANCE COMMITTEE:

_____ Grievance merits initiation of Step (3)

_____ Rejected, Grievance not in violation of contract

Date: _____ (within three _____ days of date filed) _____ Grievance Committee (by)

STEP THREE: Date received by Principal _____

DISPOSITION OF GRIEVANCE BY PRINCIPAL: _____

Date: _____ (within three _____ days of receipt) _____ Principal's signature

Circle one:

(Grievant was / was not accompanied by Grievance Committee representative)

STEP FOUR:

_____ Grievance resolved satisfactorily by Principal.

_____ Determination rejected, wish to proceed to Step Five.

Date: _____ (return to Grievance _____ Committee within three days) _____ Grievant's Signature

STEP FIVE: Date received by Superintendent _____

DISPOSITION OF GRIEVANCE BY SUPERINTENDENT: _____

Date _____ (within three (3) days of receipt) Superintendent's Signature _____

STEP SIX: _____ Grievance resolved satisfactorily by Superintendent
_____ Determination rejected, wish to proceed to Step 7

Date _____ (within five (5) days of receipt) Grievance Committee (by) _____

STEP SEVEN: Received by Superintendent, date _____

MEETING BETWEEN SUPERINTENDENT'S COMMITTEE AND GRIEVANCE COMMITTEE:

Resolution of grievance: _____

_____ Resolution Accepted. _____ No Resolution reached, refer to Board of Review (Step 8)

Date _____ (within five (5) days of receipt) Grievance Committee (by) _____

STEP EIGHT: MEETING - BOARD OF REVIEW COMMITTEE AND GRIEVANCE COMMITTEE

Date received _____

DISPOSTION OF GRIEVANCE _____

Date _____ (within fifteen (15) days of receipt) *****

_____ Disposition of Grievance accepted
_____ Dispostion unsatisfactory, proceed accordingly.

Date _____ Grievance Committee (by) _____