

Bentley

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TEACHER AGREEMENT

BETWEEN

BENTLEY BOARD OF EDUCATION

AND

BENTLEY EDUCATION ASSOCIATION

BENTLEY Bd. of Ed.

MEA

1216 KENDALE

E. LANS., MI:
48824

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

AGREEMENT

Entered into this May 9, 1966, between the Board of Education of Bentley Community Schools of Burton Township, Genesee County of the State of Michigan, hereinafter referred to as the Board, and the Bentley Education Association, hereinafter referred to as the Association, as representing its members, collectively and individually.

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the teacher's exclusive representative, as defined in Act 379, Public Acts of 1965, of the State of Michigan for the purpose of collective bargaining with respect to hours, wages, terms and conditions of employment.
- B. For purposes of this Agreement the term "Teacher" shall include all certified teachers with a degree and having entered into a valid contract with the Board, except supervisory personnel. The term "Supervisor" shall include those teachers who are designated by the Board as members of its Supervisory Staff for the purpose of recommending the hiring, firing, demoting and promoting teachers.
- C. 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 said grievance adjusted without intervention of the Association, providing said adjustment is not inconsistent with the terms of this Agreement.
- D. A teacher shall not be required to become a member of, or continue membership in, the Association as a condition of employment.
- E. After their employment hereunder, teachers may 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 sum shall be deducted monthly as dues from the regular salaries of all such teachers.
- F. Anything herein to the contrary notwithstanding, the legal power of the Board as spelled out in the laws of the State of Michigan or of the Federal Government shall in no way be compromised, usurped, denied, or negated by any action or directive, stated or implied herein.

- G. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School Laws.

- H. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher 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 Constitutions 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 negotiations 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 teachers appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, provided the school principal has first approved such use. Approval shall be contingent on prior commitment. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Reasonable use of bulletin boards and other established media of communication shall be made available to the Association to disseminate Association information.
- D. The Board agrees to furnish to the Association in response to reasonable written requests presented to the Superintendent all information on file concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in recommending intelligent, accurate, informed and constructive programs on behalf of the teachers and students.

ARTICLE III

A.

TEACHER COMPENSATION

1. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. The salary schedule is based on a normal teaching year. For purposes of this Agreement a "normal teaching year" shall be interpreted as consisting of one hundred ninety-four (194) days of normal school operation. The first and last day of each normal teaching year shall be established by the Board. Insofar as possible and practical the normal school year will not start before September 1 nor end after June 10.
2. All teachers who at the beginning of the 1965-66 school year were employed by the Board and whose records indicated a Bachelor Degree plus 15 or more semester hours, but less than a Master Degree, shall receive \$100.00 per year in addition to the salary shown on Schedule A.
3. All teachers after having been employed for not less than 15 or more than 19 consecutive years by the Board shall receive \$200.00 per year in addition to the salary shown on Schedule A.
4. All teachers after having been employed for 20 or more consecutive years by the Board shall receive \$400.00 per year in addition to the salary shown on Schedule A.
5. All teachers shall receive \$12.00 per year for each semester hour credit approved by the principal prior to enrollment earned after June 1, 1966 in addition to the salary shown on Schedule A. Except; in no case shall a teacher receive credit for more than 30 credit hours until a Masters Degree has been granted.
6. In no case shall the combine compensation received from items 2 and 5 above exceed \$360.00 per year.
7. Teachers shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after classes end in June.

B.

COACH COMPENSATION

1. The salaries of coaches covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement.
2. All coaching assignments shall be for one season only.

C.

COMPENSATION FOR SPONSOR ACTIVITIES

1. The compensation for sponsor type activities covered by this Agreement are set forth in Schedule C which is attached to and incorporated in this Agreement.

D.

COMPENSATION FOR SUPERVISION ACTIVITIES

1. The compensation for supervision type activities covered by this Agreement are set forth in Schedule D which is attached to and incorporated in this Agreement.

ARTICLE IV

TEACHING HOURS

A. The teacher's normal teaching hours in the secondary schools shall be as follows:

	<u>HS</u>	<u>JHS</u>
(1) Teacher check in no later than	7:45 AM	7:45 AM
(2) Teachers at assigned place of duty	8:00 AM	8:00 AM
(3) Teachers shall leave school no earlier than	3:30 PM	3:30 PM

B. The teacher's normal teaching hours in the elementary schools shall be as follows:

- (1) Teachers shall check in no later than 8:30 AM
- (2) Teachers shall be at assigned place of duty no later than 9:00 AM
- (3) Teachers are to return to their classrooms by the start of class time.
- (4) Teachers shall leave school no earlier than 4:00 PM.
- (5) Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester, but shall in no event be longer than the foregoing.

C. Teachers shall be responsible for all students from check in time until the end of the school day.

D. All teachers shall be entitled to a 30 minute duty-free uninterrupted lunch period.

ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

- A. Teaching loads and assignments for all teachers shall be established by the Board; except, all teachers assigned to grades 7 through 12 shall be permitted a minimum of four conference hours per normal work week.
- B. Insofar as possible teaching loads shall be consistent for all teachers for grade levels within the elementary (k-6) and subject areas in the secondary (7-12).
- C. Teachers shall be assigned to teach within the scope of their teaching certificate and their major or minor field of study unless the teacher agrees to accept a different assignment.
- D. Teaching grade assignments for all teachers shall be determined by the Board. In making assignments the Board shall consider experience and ability and shall assign teachers so as to obtain the maximum student benefit.
- E. The Board will, before June 10, notify all teachers who will, or may be, affected by a planned change in grade or school assignment. Such notice, or lack of notice, shall not be binding except that every effort shall be made to operate the schools, during the next school year, as planned on June 10 of the preceding school year.
- F. Any teacher who shall be assigned to a supervisory position and later returned to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory status.

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ARTICLE VI

TEACHING CONDITIONS

- A. The Board shall insofar as possible maintain a teacher/student ratio equal to or lower than the ratio recommended by the North Central Association.
- B. The Board agrees to consider all teacher or Association recommendations or requests for teaching tools. However, the disposition of such recommendations or requests shall not become a subject for negotiation.
- C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- D. The private and personal life of any teacher is not within appropriate concern or attention of the Board or the Association. Except that any action or utterance on the part of a teacher which the Board and the Association, in joint meeting, shall agree seriously interferes with either or both in their efforts to provide an education to all students within the school district shall be an appropriate concern of either or both.
- E. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the activities of any teacher organization.

ARTICLE VII

VACANCIES AND PROMOTIONS

- A. All professional vacancies within the school system normally shall be posted for at least fifteen (15) days, prior to appointment by the Board.
- B. It shall be the prerogative of the Board to fill all vacancies in any professional positions. Such Board action shall not become a subject for negotiation.

ARTICLE VIII

LEAVES OF ABSENCE

A. Suspension

For purposes of this agreement, a "Suspension" shall be construed to mean a Board directed mandatory leave of absence, without pay, for failure to comply with the rules and regulations governing the operation of the Bentley School District. The duration of any such suspension shall be as stated elsewhere in this Agreement.

B. Emergency and sick leave of absence

In cases of an emergency absence a teacher shall be required to notify their immediate supervisor. Such notice when possible shall be given before 7:00 am of the day of the intended absence and shall include the following information: Teacher's name, school, job assignment, reason for absence, probable length of absence, and time for substitute to report. If a teacher is unable to contact his immediate supervisor he shall contact and notify any member of the school supervisory staff. The Board may suspend a teacher for one day for failure to give such notice before the time indicated. Teachers who have been absent for more than one day shall be required to notify their immediate supervisor, or the Superintendent, of their intention to return. Such notice shall be given before 2:30 pm of the day preceding the day the teacher will return.

C. Sick and Personal Leaves

1. Each teacher shall be credited with ten (10) sick leave days at the beginning of each school year, three (3) of which may be used for personal reasons. At the end of each school year the unused leave days shall be credited to the teacher's account. Each teacher shall be permitted to accumulate a maximum of sixty (60) sick leave days.
2. Each teacher shall after having accumulate a minimum of twenty (20) sick leave days, elect, on or before May 15 of each school year, one of the following:
 - a/ Elect to accumulated all unused sick leave days granted for the given school year. Thus increasing the total sick leave days available to cover future illness.
 - b/ Elect to exchange unused sick leave days, for the given year only, at rate of seventeen (17) dollars per day, thus decreasing the total sick leave days available to cover future illness.

3. No teacher shall be permitted more than three (3) days leave for personal reasons, with pay, in any given school year.
4. When a teacher intends to use one or more days of his personal leave he must notify his immediate supervisor at least two (2) days before the intended absence. The Board may suspend a teacher for one day for failure to give such notice.
5. Teachers may use any or all of their accumulated sick leave, with pay, for any of the following reasons:
 - (a) Personal illness.
 - (b) Illness within the teachers immediate family.
 - (c) Death within the teachers immediate family.

For purposes of this Agreement "immediate family" shall be construed to mean: husband or wife, mother or father (teacher's or spouse's), children of teacher, and brother or sister (teacher's or spouse's).

6. All teachers shall be subject to the provisions of the State of Michigan Workman's Compensation Act which will pay compensation to the teacher, after the seventh calendar day of injury, for injury sustained as a result of occupational injury or disease.
7. Teachers qualifying under the terms of the Workman's Compensation Act may elect to use accumulated sick leave days to supplement their income while absent. In this case the used sick leave days shall be pro-rated based on the portion of his daily wage covered by sick leave pay. Payment for accrued sick leave and Workman's Compensation shall not exceed the teacher's regularly scheduled daily wage.
8. In all cases a teacher may elect a leave of absence, without pay, when an absence is such that it would qualify as sick leave, with pay.
9. Teachers who have used all current and accumulated sick leave will be placed on leave of absence, without pay, when absent.
10. Teachers returning to work after an illness of more than six (6) school days shall submit a doctor's statement certifying that the teacher is capable of returning to work.

D. Leaves of Absence

- 1. Leaves of absence without pay may be granted by the Board. Teachers on leaves of absence, except for military service, for more than 60 school days of a given school year shall not receive years-of-service credit toward salary increments for that year.
- 2. The Board may set the starting work date for any teacher returning from a leave of absence of longer than 60 school days, providing the date set is within three weeks of the teacher's requested return date.
- 3. No leave of absence shall be granted for a period of longer than one school year.
- 4. The Board may terminate the employment of any teacher absent for more than one school year, except for military service. Tenure teachers will be notified of intent to terminate under the conditions established in the Tenure Act.
- 5. The Board may, with the agreement of the Association, require a teacher to accept a leave of absence when such a leave will be in the best interest of the District.

E. Special Leaves of Absence

1. Maternity Leave

- a. Teachers may be requested to take a maternity leave at any time after the fourth month of pregnancy.
- b. In no case will a teacher be permitted to return to work after the birth of a child until approved by the teacher's physician.
- c. The maternity leave for a teacher will extend to the end of the semester or summer during which a three months period is completed. Requests for reinstatement shall be in writing and shall be on file in office of Personnel Services by March 1, for first semester following and October 1, for second semester following.
- d. Maternity leaves shall not be for a period greater than one school year.
- e. All maternity leaves shall be without pay. Except a teacher may elect to use all current and accumulated sick leave before starting the maternity leave.
- f. Teachers on maternity leave shall receive years-of-service credit toward salary increments and accumulated sick leave days providing they taught for one-half ($\frac{1}{2}$) or more of the school year.

- g. A teacher returning from a maternity leave shall be given the first vacancy for which she is qualified.

2. Military Leave

- a. Any teacher who is inducted into any branch of the Armed Forces shall be granted a military leave, without pay, for the duration of his service plus ninety (90) days.
- b. Any teacher who receives an honorable discharge from the Armed Forces, and applies for re-employment within ninety (90) days of receipt of said discharge, shall be re-employed at the beginning of the semester or term following the application, or as soon as a position is available.
- c. Teachers so re-employed shall be reinstated without loss of status or seniority and shall be entitled to participate in all benefits granted other teachers.

3. Jury Duty Leave

- a. Any teacher required to serve on jury duty during the normal teaching year shall be compensated in an amount not to exceed three-fourths ($3/4$) of their daily wage rate, less the amount received for jury duty.

ARTICLE IX

TEACHER EVALUATION

- A. The Board, or members of it's Supervisory Staff, shall have the right to monitor or observe the work performance of any teacher with or without prior knowledge of the teacher. All monitoring or observation shall be done openly and with full knowledge of the teacher. Use of electronic devices shall be only upon consent of the teacher.
- B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be present during said review if requested by the teacher.
- C. A teacher shall have the right to request a representative of the Association be present at all times when the teacher is being reprimanded, warned, or disciplined. When such a request for representation is made the supervisor shall arrange the meeting.
- D. Type of monitoring used shall be specifically stated on teacher's record.
- E. Each tenure teacher shall be evaluated, in writing, at least once during each school year by his immediate supervisor. Non-tenure teachers shall be evaluated at least once during each semester by their immediate supervisor. The purpose of said evaluation shall be to assist the teacher in improving his professional status and teaching efficiency. The evaluation shall be shown to, and discussed with, the teacher. One copy of the evaluation shall be given to the teacher, and one copy shall be placed in the teacher's personnel file.
- F. Any teacher who is found to have a serious defect shall be notified, in writing, by his supervisor. The supervisor shall also recommend a plan or program, in writing, for overcoming the defect. A copy of all such notices, plans or programs shall be given to the teacher. A copy shall be placed in the teacher's personnel file. In all such cases the supervisor shall follow up by re-evaluating the teacher after a reasonable period of time.

ARTICLE X

STUDENT DISCIPLINE

- A. It shall be the responsibility of each teacher to maintain student discipline within the classroom. Failure on the part of a teacher to maintain discipline within the classroom shall be construed as a serious defect in professional competence.
- B. When in the opinion of a teacher it is necessary to use physical force to enforce discipline it is recommended that the teacher first request that a member of the staff be present during the use of such physical force. The Board shall assume no legal responsibility when a teacher fails to comply with this recommendation. A written notice of such action shall be given to the immediate supervisor on the same day.
- C. Teachers may refer extreme cases of student belligerence to their supervisor for proper disposition.
- D. If in the opinion of a teacher a student requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons the teacher shall refer the matter to the teacher's supervisor for proper disposition.
- E. Any assault upon a teacher by a student while the teacher is on school property shall be promptly reported to the teacher's supervisor.
- F. Any complaint by a parent of a student to a member of the Supervisory Staff shall be passed on to the teacher's supervisor who shall discuss the complaint with the teacher and take any necessary action.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. Step One. Presentation of Grievance to Supervision.
1. Any teacher having a grievance, or one designated member of a group having a grievance, should first take the grievance up with his immediate supervisor who will attempt to adjust it.
 2. Any teacher may request the supervisor to call the representative of the Association to handle a specified grievance with the supervisor. The supervisor will send for the Association representative without undue delay and without further discussion of the grievance.
 3. If the grievance is not adjusted by the supervisor it shall be reduced to writing by the Association and signed by the teacher involved and one copy shall be given to the supervisor. The Association may then take the grievance up with higher supervision.
- B. Step Two. Appeal to the Superintendent.
1. If the grievance is not adjusted by the immediate supervisor it may be referred, in writing, to the Superintendent.
 2. The Superintendent will investigate the grievance and attempt to adjust it. Written answers will be given by the Superintendent to all grievances presented by the Association.
- C. Step Three. Appeal to the Board
1. If the grievance is not adjusted by the Superintendent, it may be referred, in writing, to the Board.
 2. The Board will investigate the grievance and attempt to adjust it. Written answers will be given by the Board to all grievances presented by the Association.
- D. Step Four. Appeal to an Impartial Arbitrator.
1. If the grievance is not adjusted by the Board it may be referred to an impartial arbitrator.
 2. In an appeal to an impartial arbitrator each party shall submit to the arbitrator a written brief presenting their arguments.
 3. After analysis of the briefs the arbitrator shall have the right to conduct his own investigation including the taking of testimony from witnesses. Both parties shall have the right to cross examine any and all witnesses.

4. The power and judgment scope of the arbitrator shall be limited to the interpretation of, intent of, and application of this Agreement.
5. Both parties agree to consider the arbitrator's ruling. Except as said ruling is deemed to be illegal.

E. Impartial Arbitrator

1. An impartial arbitrator shall be a person having no apparent interest in the activities, problems or policies of the Board or of the Association.
2. The impartial arbitrator shall be appointed by a joint meeting of the Board and the Association. The Board and the Association shall each have one (1) vote appointing the arbitrator.
3. Either party, the Board or the Association, may request, by written request to the other party, a joint meeting to appoint an impartial arbitrator. Such meeting must be held within seven days of receipt of said written request.
4. If an impartial arbitrator cannot be agreed on, within ten days of the first joint meeting, each party shall appoint an impartial person. The two people so selected shall appoint an impartial arbitrator, this appointment shall be binding on both parties.
5. When it is necessary to resort to the use of an impartial arbitrator the cost of appointing said arbitrator, the cost of any fees charged by said arbitrator, and any other expense which may result from the need for said arbitrator shall be shared equally by the Board and the Association.

F. Limitations on Grievance Procedure

1. The grievance procedure herein described shall be limited to grievances resulting from the interpretation of, the intent of, or the application of this Agreement. Insofar as possible the handling of all grievances under this procedure shall be done in a manner and at a time which will not embarrass, detract, inconvenience, or penalize any student or any group of students. Under no condition shall a student or group of students be asked to testify in any grievance action for either party.

G. Automatic Grievance Adjustment.

1. Any grievance which is not referred to the next step in the grievance procedure, by the Association, within five days of receipt of an adjustment decision shall automatically be judged as adjusted and shall not be the subject of another grievance.

ARTICLE XII

CONDITIONS OF EMPLOYMENT

- A. Each teacher shall as a condition of employment, be required to submit an annual medical report showing freedom from tuberculosis. Said report shall be submitted to the Superintendent prior to the first pay day in September. The Board may suspend any teacher for failure to comply until such time as said report has been submitted. The Board may require a teacher to submit additional physical or mental examination by a physician licensed to practice in the State of Michigan and selected by mutual consent of both Board and the teacher. The Cost of such examinations shall be the responsibility of the Board. The Board may, upon advice of the examining physician, suspend a teacher as a result of said examination until such time as the teacher submits evidence that the doctor's recommendations have been followed.
- B. Each teacher shall supply the Superintendent with transcripts of all completed academic work.
- C. Each teacher shall provide the office of Personnel Services any changes relative to: name, address, telephone number, and information on the person to be contacted in case of emergency.

ARTICLE XXV

CREDIT FOR ADDITIONAL ACADEMIC WORK

- A. All changes in teacher's salary resulting from completed academic work shall become effective with the first pay following October 1 of each year. No other salary adjustments shall be made, for completed academic work. It shall be the responsibility of each teacher to submit to the Superintendent, before said date, credentials and/or certificates required to establish proof of completed academic work.

ARTICLE IVX

MISCELLANEOUS

- A. The Board may delegate any and all duties of the Board as defined in this Agreement.
- B. If an increase in anticipated State Aid as negotiated in this Agreement is received, the Board or teachers may reopen negotiations.
- C. This Agreement shall become the sole personnel policy between the Board and the Association.
- D. The term of this contract shall be for a period of one (1) year July 1, 1966 to June 30, 1967.

SCHEDULE A
TEACHER'S SALARY
(Effective Date Sept. 1, 1966)

CREDITED YEARS EXPERIENCE	BA DEGREE	MASTERS DEGREE
0	5500	5800
1	5650	5950
2	5800	6100
3	6100	6500
4	6283	6695
5	6471	6896
6	6665	7103
7	6965	7423
8	7278	7757
9	7606	8106
10	7948	8471

SCHEDULE B

COACH COMPENSATION

Compensation for all coaches of all Athletic Activities shall be calculated as a percent of the BA degree salary listed in Schedule A. Credited years experience in coaching athletics shall be interpreted, for purposes of this schedule, as years experience in Schedule A. The percentage to be used shall be as follows:

<u>Athletic Director</u>	11%	<u>Wrestling</u>	
<u>Football</u>		Head	9%
Head-Varsity	9%	Ass't.	6%
Ass't.-Varsity	6%	Jr. High	
J.V.	6%-2	<u>Cross</u>	
Frosh	5%-2	Country	4%
Jr. High	4%	<u>Track</u>	
Speedball	4%	Head	6%
<u>Basketball</u>		Ass't.	4.5%
Head-Varsity	9%	Girls	3%
J.V.	6%	Jr. High 7, 8, & 9	3%
Frosh	5%	<u>Baseball</u>	
Jr. High	3%-2	Head	6%
Girls	4%	J.V.	4.5%
J.V.	3%	Girls	4%
		<u>Golf</u>	4%

1% for each intramural sport/coach

SCHEDULE C

COMPENSATION FOR SPONSOR ACTIVITIES

1. Compensation for sponsoring the activities listed below shall be as indicated.
2. Each sponsor shall, before payment of indicated compensation, submit a report to the Superintendent indicating; number of meetings held during the school year, approximate length of each meeting, approximate number of students at each meeting, and any special projects undertaken.

<u>NAME OF ACTIVITY</u>	<u>COMPENSATION/Y.</u>
Debate	\$200.00
Senior Play	75.00
Junior Play	75.00
Year Book	200.00
Future Homemakar	100.00

SCHEDULE D

COMPENSATION FOR SUPERVISION ACTIVITIES

Teachers assigned student supervision type duties after the normal school day shall be compensated at the rate of \$5.00 per activity or event.

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary