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Bentley
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1967-68

may be extended

Bentley Board of Education

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

TEACHER AGREEMENT

BETWEEN

BENTLEY BOARD OF EDUCATION

AND

BENTLEY EDUCATION ASSOCIATION

RECEIVED

JAN 10 1968

OFFICE OF
PROFESSIONAL NEGOTIATIONS

- 2. No
- 3. not given
- 4. No
- 5. yes

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X

ARTICLE I

Recognition

- A. The Bentley Board of Education recognizes the Bentley Education Association, hereinafter referred to as 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 of Certified Teachers.
- B. For purposes of this Agreement the term "Teacher" shall include all Certified Teachers having entered into a valid contract with the Board, except supervisory personnel, clerical, office, cafeteria, transportation, maintenance and operation employees. 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. The term "Board" shall include all of the officers and members of the Board of Education of the Bentley Community School and its appointed supervisory personnel. X
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the 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. X

ARTICLE II

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board agrees that it will not interfere with, restrain or coerce any Teacher in the enjoyment of any rights conferred by the 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 lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance under this Agreement.
- B. The Association and its members shall be permitted to use school buildings and facilities in accordance with existing Board policy.
- C. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards in faculty lounges, at least one of which shall be provided in each faculty lounge.
- D. The Board agrees to furnish to the Association in response to written requests presented to the Superintendent all available public information on file, pertaining to the Bentley Community School. X
- E. A Teacher shall not be required to become a member of, or continue membership in, the Association as a condition of employment. 7

ARTICLE III

TEACHER COMPENSATION

A.

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 that teaching year as shown on the school calendar attached as Schedule E.
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 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 in addition to the salary shown on Schedule A.
5. All teachers shall receive \$13.00 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 combined compensation received from items 2 and 5 above exceed \$360.00 per year.
7. a. All teaching personnel may select one (1) of the following hospital-medical or income protection - term life plans as outlined below. The Board agrees to pay 80% of the premiums and the teachers agrees to pay 20% of the premiums of the plan selected.

Plan I - Blue Cross-Blue Shield - High Benefit, Comprehensive Program (365 days), semi-private room accommodations with D & M riders, M-75 plan.

Plan II - M.E.A. Health Care plan-basic coverage at \$20.00 per week for loss of time indemnity, with major medical provisions.

Plan III - M.E.A. Salary Protection at \$20.00 weekly indemnity.

Plan IV - Any teacher who is receiving benefits under the Social Security - Medicare Plan shall be entitled to receive Plan III and the Board agrees to pay 80% of the costs of Blue Cross or M.E.A. retirement programs that would bring their total health insurance benefits to approximately those of Plans I and II.

- b. Plans I and II shall include premiums for single subscribers: husband and wife; or husband, wife and family. Plan IV shall include premiums for single subscriber or husband and wife.
 - c. No teacher shall be entitled to Plans I, II, or IV if they are already fully covered by health, accident and hospital insurance by his or her spouse whose premium is paid by an employer.
 - d. Those teachers who do not qualify for Plans I, II, or IV may select Plan III.
8. No monies shall be paid to teachers for duties performed as teachers, other than those outlined in this Agreement.

COACH COMPENSATION

- B.
- 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. MISCELLANEOUS COMPENSATION

- 1. The compensation for miscellaneous 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. A teacher's normal teaching hours in the secondary schools shall be as follows:
1. Teachers check in no later than and be at their assigned place of duty and be responsible for students at 7:45 a.m.
 2. Teachers shall leave school no earlier than 3:30 p.m.
- B. A teacher's normal teaching hours in the elementary schools shall be as follows:
1. Teachers shall check in no later than 8:30 A.M.
 2. Teachers shall be at their assigned place of duty and responsible for children no later than 8:45 a.m.
 3. Teachers shall leave school no earlier than 4:00 p.m.
 4. 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. Elementary teachers shall be responsible for all students from 8:45 a.m. until the end of the school day, except for D and E below.
- D. All teachers shall be entitled to a 30 consecutive minute duty-free, un-interrupted lunch period. If a teacher finds it necessary to leave the building during the noon hour, he shall first notify his supervisor. ✓
- E. On the day prior to holidays, teachers may be permitted to leave the building 15 minutes after the close of the students school day.

ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

- A. Under current scheduling practices,
1. All senior high personnel who are carried as teachers and/or special services personnel are guaranteed four 70 minute planning periods per five day week.
 2. All junior high personnel who are carried as teachers and/or special services personnel are guaranteed five 60 minute planning periods per five day week.
 3. All elementary personnel who are carried as teachers and/or special services personnel are guaranteed three 30 consecutive minute planning periods per five day week.
- B. Insofar as possible, teaching loads shall be consistent for all teachers for grade levels within the elementary (Kdg.-6) and subject areas in the secondary (7-12).
- C. 1. 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.
2. In the spring, when planning estimated class sizes for the following school year:
- a. Elementary class load shall be held at a maximum of 30 students per section for each grade level.
 - b. North Central Regulations regarding class sizes and teacher qualifications shall be observed in assignment of both Junior and Senior High School personnel.
- D. Teaching grade and subject 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 May 15, 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 May 15 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.
- G. All Board decisions in paragraphs B, C2, D, E, and F shall not be subject to grievance.

ARTICLE VI

TEACHING CONDITIONS

- A. 1. The Board agrees to consider requests or recommendations of all teachers or the Association for teaching tools. However, the disposition of such recommendations or requests shall not become a subject for grievance.
2. a. With the objective to be reduction of unnecessary expenditure and the avoidance of unwarranted duplication of materials, there shall be a committee of three (3) mutually selected by the Building Principal and the Building Councilman to study and make recommendations for budgets submitted by the teachers to the principal to be submitted to the Superintendent.
- b. There shall be a committee of five (5) teachers, one from each building, mutually selected by the Superintendent and the Association to study and make recommendation on the school budget submitted annually by the Superintendent to the Board.
- c. Dispositions of items in sub-paragraphs 2a and 2b above shall not become a subject for grievance.
- B. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- C. 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.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or martial status, or membership in or association with the activities of any teacher organization.
- E. If a substitute is not available, any classroom teacher or special services teacher may substitute during his planning period, but under no circumstances shall this teacher be required to substitute during this planning period. The compensation for this service shall be at the rate of \$5.00 per class period at the Senior High, \$4.00 per class period at the Junior High, and \$2.00 per half-hour period at the Elementary.
- F. The Board shall make available in each school restrooms for male and female adult use and at least one room, furnished and vented, which shall be reserved for use as a faculty lounge.

- G. Teachers shall be permitted to use the telephone in the Building Principal's Office for private conferences with parents, providing that the time to use these facilities are to be mutually arranged in advance.
- H. No elementary teacher shall be assigned 2 or more classes in the same room at the same time on different grade levels except for special services personnel. ?
- I. No additional students may be assigned to teachers when substitute teachers are not available without the teacher's consent.

ARTICLE VII

VACANCIES, PROMOTIONS AND CHANGE OF ASSIGNMENTS

- A. Any and all definite professional positions open within the school system shall be posted in faculty lounges. X
- B. A Teacher desiring a change of assignment must submit such a request to the Superintendent in writing 60 days prior to the close of the School Year.
- C. 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 grievance.
- D. The Board may request teachers to complete non-binding letters of intent 60 days prior to the close of the School Year. Schedule F attached, will be a part of this Agreement. 7

ARTICLE VIII

LEAVES OF ABSENCE

A. Suspension

For the 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. Any such suspension shall begin within seven (7) working days of the violation. The duration of any such suspension shall be as stated elsewhere in the agreement.

B. Emergency and sick leave of absence

1. In case of an emergency absence a teacher shall be required to notify his immediate supervisor. Such notice, when possible, shall be given before 7:00 a.m. 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 (1) day for failure to give such notice before the time indicated.
2. 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. A tentative notice shall be given before 2:30 p.m. of the day preceding the day the teacher will return, final notice shall be given on or before 7:00 a.m. of the intended day of return. The Board may suspend a teacher one (1) day for failure to comply with the above. Such suspension shall be for the day of the violation.

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 seventy (70) sick leave days.
2. Each teacher shall after having accumulated 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 accumulate 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 the rate of seventeen (17) dollars per day, thus decreasing the total sick leave days available to cover future illness.
 - c. Teachers may not reduce their accumulated sick leave days below 20 days by withdrawal for cash payment.
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, except in the case of attending a funeral. The Board may suspend a teacher for one (1) 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 teacher's immediate family
 - c. Death within the teacher's 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 or the benefits of the Workman's Compensation Act.
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 shall receive years-of-service credit towards salary increments and accumulated sick leave days providing they taught for one-half (1/2) or more of the school 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 (3) weeks of the teacher's requested return date.
3. No leave of absence shall be granted for a period of longer than one (1) school year.
4. The Board may terminate the employment of any teacher absent for more than one (1) school year, except for military service. All 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.
6. A teacher returning from a leave shall be given the first vacancy for which he is qualified.

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 without written approval by the teacher's physician, which shall be on file in the Personnel Office.
- c. The minimum maternity leave for a teacher to be granted will extend to the end of the semester in which it is granted, or until the first of September if it is granted in the second semester.
- d. Teachers desiring reinstatement from a maternity leave in the fall semester shall file such request in writing with the Personnel Office by March 1.

- e. Teachers desiring reinstatement from a maternity leave in the spring semester shall file such request in writing with the Personnel Office by October 1.
- f. If reinstatement from maternity leave is not requested within a period of one (1) calendar year from the date it is granted, the teacher will be deemed to have terminated her employment with the Board and all rights under this agreement.

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 inducted service, plus ninety days.
- b. Any teacher who receives an honorable discharge from the Armed Forces, and applies for re-employment within ninety days of receipt of said discharge, may be re-employed at the beginning of the semester or term following the application or as soon as a position is available. X
- 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. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to their daily wage rate, less the amount received for jury duty (not including travel allowance or reimbursement of expenses) for each day on which the teacher is required to report for or performs jury duty on days which he otherwise would have been scheduled to work provided that the teacher notifies his supervisor at least one (1) week in advance of reporting date and cooperates with the Administration in seeking to be excused from such service. Such Jury duty will not be deducted from his accumulated leave days. X

ARTICLE IX

TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated two times during the school year; three months following the teachers commencement of service and approximately 60 days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once each year. 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 teachers personnel file.
- B. Evaluations shall be conducted by the teacher's immediate supervisor, an administrator, accrediting personnel or a professional educator designated by the Board. No outside source shall be employed for the sole purpose of evaluating an individual teacher.
- C. 1. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of closed circuit television, public address or audio systems and similar surveillance devices shall be used only upon the consent of the teacher. Any type of monitoring and/or observation used shall be specifically stated in the teacher's record.
2. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within five school days.
- D. A copy of all written materials, other than confidential recommendations, that are placed in the teachers personnel file, shall be given to the teacher at the time they are written.
- E. No later than April 1st, of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing and provide for a hearing with the Board where requested.
- F. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

- G. 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.
- H. Any teacher who is found to have a serious defect shall be notified immediately, in writing, by his supervisor upon discovery of such defect. 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.
- I. Nothing in this Article may be construed as granting permission for any type of monitoring or observation of counselors in private counseling sessions with individual students or of administration of standardized tests, without permission of the counselor.
- J. 1. Teacher committees, mutually acceptable to the Principals and the Association, shall be appointed to work with the Principals in preparation of mutually acceptable teacher evaluation forms for elementary teachers, for junior high school teachers, and for senior high teachers.
2. Currently used evaluation forms shall be used until such time as new forms are adopted.
3. Final approval of evaluation forms shall be by the Superintendent.

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. X
- 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 counselors, 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 or threat against a teacher by a student while the teacher is on school property shall be reported to the teacher's supervisor by the teacher within a 24 hour period in writing. A written disposition of the matter shall be given to the teacher by the 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. X

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 teacher or the Association upon the request of the teacher and signed by the teacher involved and one copy shall be given to the supervisor. The teacher or the Association upon request of the teacher 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 maybe referred, in writing, by the teacher or the Association upon request of the teacher 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 teacher or the Association upon request of the teachers.

C. Step Three. Appeal to the Board.

1. If the grievance is not adjusted by the Superintendent, it may be referred, in writing by the teacher or the Association upon request of the teacher 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 teacher or the Association upon request of the teacher.
3. In the event satisfaction is not received through Step 3 then the teacher must notify the Association and the Board of the teacher's intent to proceed to Step 4. The Association will then notify the teacher and the Board of it's intent to support or not to support the teacher. This in no way is intended to deny a teacher the right to proceed to Step 4, with or without the financial support of the Association.

D. Step Four. Appeal to Mediation.

1. If the grievance is not adjusted by the Board, it may within ten (10) days after the decision of the Board, be appealed to the Mediation and Fact Finding Procedures established by Act 379, Public Acts, 1965. Such appeal shall be in writing and shall be delivered to the Labor Mediation Board and the Board of Education within said ten (10) day period and if not so delivered, the grievance shall be deemed abandoned.

E. 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.
2. A written decision to a written grievance of Step 1 or Step 2 of the grievance procedure will be given within ten (10) school days, unless mutually agreed otherwise.
3. Any grievance in Step 3 in writing will be given a written decision within ten (10) school days after the next regular scheduled Board meeting.
4. A grievance to be considered must be filed in writing with his immediate supervisor within ninety (90) school days after the knowledge of the occurrence, if not, the grievance shall be considered as waived.
5. It shall be the general practice of all parties interested in the processing of grievance to do it during time which does not interfere with assigned duties.

F. Automatic Grievance Adjustment.

1. Any grievance which is not referred to the next step in the grievance procedure by the teacher or the Association at the request of the teacher within ten (10) school days of receipt of a decision shall automatically be judged as adjusted and shall not be the subject of another grievance.

- G. A form to be used for filing a grievance shall be developed mutually by the Association and the Superintendent. A copy of which is attached as Schedule H.

ARTICLE XII

CONDITIONS OF EMPLOYMENT

- A. 1. 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 within 14 days after the start of regular classes. The Board shall suspend any teacher without pay for failure to comply, until such time as said report has been submitted.
2. The Board of Education shall provide for TB tests for all teachers on a one time basis on a specific date. Any teacher who misses this date shall provide this exam at his own expense. This date shall be after the start of regular school.
- B. The Board may require a teacher to submit to additional physical or mental examinations by a physician licensed to practice in the State of Michigan and selected by mutual consent of both the 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. X
- C. Each teacher shall supply the Superintendent with transcripts of all completed academic work. X
- D. 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 XIII

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 November 1st 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 XIV

DEDUCTION OF DUES

- A. After their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues 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 monthly as dues from the regular salaries of all such teachers.

ARTICLE XV

STRIKES AND SANCTIONS

- A. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or wilfull absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever.
- B. 1. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
2. It is expressly understood that this Section B will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.
- C. 1. Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
2. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association; provided, however, that if the Association promptly disclaims, in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any way therefore.
- D. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XVI

RETIREMENT

- A. Teachers who reach the age at which they are able to retire under the Michigan Retirement Law must submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.
- B. Teachers on tenure who will reach the age of 65 on or before September 1 of the then-current year and who desire to remain in the system will submit to the Board a written request for continuation of employment not later than February 1 of that year. The Board may require either a written statement from the teacher's personal physician or a physical examination of such employee by an appropriate specialist, mutually agreed upon by the Board and the teacher, such examination to be at the Board's expense. Failure by the Board to take official action or to give the teacher written notification of the action taken on his request prior to April 1 of the year in question shall constitute acceptance of the request to continue.
- C. Contracts shall be issued on a one (1) year basis to teachers beyond the age of 65.

ARTICLE XVII

MISCELLANEOUS

- A. The Board may delegate any and all duties of the Board as defined in this Agreement.
- B. This Agreement shall become the sole personnel policy between the Board and the Association.
- C. The term of this contract shall be for a period from the date of ratification to August 31, 1968. X
- D. This contract may be extended beyond its termination upon mutual agreement of both parties. Once this contract has been extended beyond its termination date of August 31, 1968, it may be terminated by either party by giving ten (10) days written notice to the other party of its intents to terminate.
- E. Either party, by written request, may start negotiations to develop a new agreement any time after the first of February of the year this agreement terminates. If no such written request is made on or before the day this agreement terminates, this agreement will automatically be binding on both parties for twelve (12) additional months.
- F. This contract may be opened prior to its termination date only by mutual consent of the Board and the Executive Board of the Association. The request to re-open the contract must be made in writing five (5) school days prior to the date of re-opening and must also state the portions of this agreement to be discussed.
- G. 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.

SCHEDULE A

TEACHER'S SALARY

(Effective Date September 1, 1967)

<u>Credited Years Experience</u>	<u>B.A. DEGREE</u>	<u>M.A. DEGREE</u>
0	\$6,000	\$6,300
1	6,150	6,450
2	6,300	6,600
3	6,558	6,871
4	6,827	7,153
5	7,107	7,446
6	7,398	7,751
7	7,701	8,069
8	8,017	8,400
9	8,346	8,744
10	8,688	9,103

SCHEDULE B

COACH COMPENSATION

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

Athletic Director 11%

Football

Head-Varsity 9%
Asst.-Varsity 6%
J.V. 6% - 2
Frosh 5% - 2
Jr. High 4%
Speedball 4%
J.V. Speedball 3%

Basketball

Head-Varsity 9%
J.V. 6%
Frosh 5%
Jr. High 4% - 2
Girls-Varsity 4%
Girls-J.V. 3%

Wrestling

Head 9%
Asst. 6%
Cross Country 4%

Track

Head 6%
Asst. 4.5%
Girls 3%
Jr. High-boys 3%

Baseball

Head 6%
J.V. 4.5%
Softball 4%

Golf

4%

Intramural - Pay for intramural athletics shall be based on an hourly rate, for a program whose hours and duration shall be specified in advance of the program starting.

0-1 years experience coaching - \$2.00/hour
2 or more years experience coaching - \$2.25/hour

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>ACTIVITY</u>	<u>COMPENSATION</u>
Senior High Debate	\$200.00
Senior Play	125.00
Junior Play	125.00
Senior High Yearbook	225.00
Senior High Newspaper	175.00
Senior High Future Homemaker	200.00
Elementary Safety Patrol	35.00 - 3
Elementary Service Squad	35.00 - 3

SCHEDULE D

MISCELLANEOUS COMPENSATION

- A. Teachers assigned student supervision type duties after the normal school day shall be compensated at the rate of \$5.00 per activity or event.
- B. Senior High Librarian - 3.5% of step on the Salary Schedule A.
- C. Senior High Band Director - 10% of step on the Salary Schedule A.
- D. Driver Education - \$26.00 for each student who completes the full course.
- E. Special Education Teachers - \$200.00 above their Salary Schedule A
for temporary approval;
\$400.00 above their Salary Schedule A
for full approval.
- F. Teachers who are given flat allowance for use of their car when it is necessary for them to travel between the buildings in the course of their teaching duties may elect to have this flat rate added to their salary, rather than take it as a mileage allowance. The mileage rate per mile shall be established by the Board at a rate no less than 7¢ per mile.
- G. For extra-curricular activities not provided for elsewhere in this agreement, whose programs and activities are approved in advance by the Board, shall be compensated for. The rate of compensation shall be \$2.00 per hour, based on the estimated number of hours for the activity.

SCHEDULE E

SCHOOL CALENDAR 1967-68

		<u>Attendance Days</u>
Sept. 1	Pre-School Conference (new teachers only)	0
Sept. 4	Labor Day (No School)	0
Sept. 5	First day of school for all teachers and students Teachers all day students 1/2 day	1
Sept. 6-Oct. 11	Days in session	26
Oct. 12-Oct. 13	Regional Conference	<u>0</u>
	Total first marking period	<u>27</u>
	TOTAL TO-DATE FIRST SEMESTER	<u><u>27</u></u>
Oct. 16-Nov. 22	Days in session	28
Nov. 23	Thanksgiving (No School)	0
Nov. 24	Thanksgiving Vacation	0
Nov. 27-Dec. 1	Days in session	<u>5</u>
	Total second marking period	<u>33</u>
	TOTAL TO-DATE FIRST SEMESTER	<u><u>60</u></u>
Dec. 4-Dec. 22	Days in session	15
Dec. 25-Jan. 1	Winter Vacation (No School)	0
Jan. 2-Jan. 17	Days in Session	12
Jan. 18-Jan. 19	Final Exams - First semester ends Teachers all day Students 1/2 day Elementary - 9:00 a.m.-12:00 noon Secondary - 8:00 a.m.-12:30 p.m.	2
	Total third marking period	<u>29</u>
	TOTAL FIRST SEMESTER	<u><u>89</u></u>

Jan. 22-Mar. 1	Days in session	<u>30</u>
	Total fourth marking period	<u>30</u>
	TOTAL TO-DATE SECOND SEMESTER	<u><u>119</u></u>
Mar. 4-April 5	Days in session	25
Apr. 8-Apr. 12	Spring Vacation (No School)	0
Apr. 15-Apr. 19	Days in session	<u>5</u>
	Total fifth marking period	<u>30</u>
	TOTAL TO-DATE SECOND SEMESTER	<u><u>149</u></u>
Apr. 22-May 29	Days in session	28
May 30	Memorial Day (No School)	0
May 31	No School	0
June 3	Days in session	1
June 4-June 5	Final Exams-Second Semester Ends Teachers all day Students 1/2 day Elementary 9:00 a.m.-12:00 noon Secondary 8:00 a.m.-12:30 p.m.	2
June 6	Teacher work day	
June 7	Teacher work day and report cards handed out	
	Total sixth marking period	<u>31</u>
	TOTAL SCHOOL YEAR	<u><u>180</u></u>

The Teachers agree to furnish the school district 180 days of attendance, as outlined by the Laws of the State of Michigan, for maximum State Financial Aid. If it is necessary to adjust this calendar, it will be done by the Board and the Executive Council of the Association. X

SCHEDULE F

TO: _____

The Board of Education requests that you return to the Bentley Community Schools as a member of its teaching staff for _____.

We request that you indicate your willingness to return to the Bentley Schools for next year by marking the proper box below. Your selection on the box below will not be binding on you.

This form should be returned to your Building Principal.

YES

NO

UNDECIDED

Original-Supt. Office
Copy Teacher
Copy Principal

SCHEDULE G

The Grievance Number
will be added by the
Supt. Office. Form
must be in triplicate

BENTLEY COMMUNITY SCHOOL DISTRICT

PERSONNEL PROCEDURES

REPORT of GRIEVANCE AND DISPOSITION

School	Name of Teacher	Grievance No. (Leave Blank)	Date Presented
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PLEASE SUBMIT TYPEWRITTEN GRIEVANCE CONCISELY

If more space is needed----attach additional sheet (s)

ORIGINAL GRIEVANCE: (Article and section of the contract violated must be stated)

Teacher Signature

STEP 1-ADMINISTRATION ANSWER

Teacher Disposition of Grievance

Accepted Signature _____

Further appeal Date _____

Principal's Signature

Date answered

STEP 2 - ADMINISTRATION ANSWER:

Teacher Disposition of Grievance
____ Accepted Signature _____
____ Further appeal Date _____

Designated Representative

Date answered

STEP 3 - BOARD OF EDUCATION ANSWER:

Teacher Disposition of Grievance
____ Accepted Signature _____
____ Further appeal Date _____

Secretary-Board of Education

Date Answered