

Bentley 10
(Genesee Co)

1970-72

8/11/72

Bentley Board of Education

TEACHER AGREEMENT
BETWEEN
BENTLEY BOARD OF EDUCATION
AND
BENTLEY EDUCATION ASSOCIATION

_____ - 8/11/72

MEA
1216 Wendale
E. Lansing, MI
48823

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PREAMBLE

The Board of Education of the Bentley Community Schools, Genesee County Michigan, hereinafter called the "Board", and the Bentley Education Association, hereinafter called the "Association", in consideration of the mutual covenants contained herein, agree as follows:

ARTICLE I

Recognition

- A. The Bentley Board of Education recognizes the Bentley Education Association, a non-profit Michigan corporation, 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.
- 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.

ARTICLE II

Association and Teacher Rights

- A. 1. 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.
2. The Board agrees that it will not interfere with, restrain, restrict or coerce any teacher in the enjoyment of any rights conferred under Michigan General School Laws or by other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. The Board agrees 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 or collective professional negotiations with the Board, or because of his institution of any grievance under this agreement.
- C. The Board agrees to grant the following rights to no organized or unorganized teacher group other than the Association and its authorized Representatives:
1. To use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. These meetings shall be cleared in advance with the Board. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 p.m.
 2. To transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
 - 3a. To use school facilities and equipment on school property, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the school costs of all materials, supplies incident to such use and assumes responsibility for damages to this equipment caused by negligence, careless use, or by movement from its original location and its return there to.
 - b. To return all facilities and equipment borrowed to the original locations in time so as not to interfere with normal school operations.
 4. 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. The Association may use the inter-school mail service and teacher mail boxes for communications to teachers.

5. To examine at reasonable times and places available public records pertaining to Bentley Community Schools. This shall include but not be limited to: annual financial reports and audits, agendas and minutes of all Board meetings, treasurers' reports, census and membership data, and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students.
- D. 1. The Board agrees to furnish to the Association in response to written requests presented to the Superintendent:
- a. All available public information on file pertaining to the Bentley Community Schools. This shall include but not be limited to: annual financial reports, register of certificated personnel, tentative budgetary requirements and allocations (including County Allocation Board Budgets), Business Manager's reports, census and membership data.
 - b. Names and addresses of all teachers, salaries paid thereto and educational background and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students, together with information which may be necessary for the Association to process any grievance or complaint.
2. Costs of reproducing any of this data will be borne by the Association.
- E. Individual teacher's names, addresses, and telephone numbers may be supplied to the Association, Governmental and Accrediting Agencies but to no other group or individual without the consent of the teacher.
- F. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major provisions of educational policy, which are proposed or under consideration; and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- G. The Board shall furnish in advance of each Board meeting 5 copies of the agenda to the Association Representative in the Senior High School Building.
- H. 1. a. The private and personal life of any teacher is not within the 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 a quality education to all students within the school district shall be an appropriate concern of either or both.
- b. When a teacher brings controversial matters of his personal life on school property or to school sponsored functions it then becomes a matter of Board or Association concern.

- c. Teachers shall refrain from the use of marijuana and/or other illegal drugs (heroin, opiates, psychedelics, etc.) at all times. Violations of this item shall result in suspension from employment; conviction of an offense under this item by a Court of Law shall result in termination of employment.
 - d. Teachers shall not appear for employment or at school functions while under the influence of alcoholic beverages.
 - e. Teachers shall not use profane or vulgar language during employment or in attendance at school functions.
- 2. Each teacher shall be entitled to full rights of citizenship and no religious or political activity of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher subject to the following exception: a teacher may not be a member of groups or support groups who advocate erosion, subversion or overthrow of the United States Government.
 - 3. Members of the Administrative Staff of the Schools are expected to conform to Article II, Section H.
- I. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
 - J. The Board shall place on the agenda of each regular Board Meeting as an early item for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known, in writing, to the Superintendent's Office four days prior to said regular meeting.
 - K. A teacher shall not be required to become a member of, or continue membership in, the Association as a condition of employment.
 - L. The Association may hold meetings at 3:04 p.m. with teachers excused to attend these meetings at this time provided:
 - 1. They are not held in conflict with a teacher's classroom duties.
 - 2. That previously announced administrative meetings will take precedence.
 - 3. Building Principals be notified of the meeting.

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. a. 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 in Schedule A. Except in no case shall a teacher receive credit for more than 30 credit hours until a Master's Degree has been granted.
- b. Payment for college and university classes enrolled in after September 1, 1969 shall be reimbursed at the rate of \$15.00 per semester hour.
- c. Payment will not be made for classes, enrolled in after ratification of this agreement, to teachers who are not fully certified.
- d. All classes to be paid for must be taken from an accredited college or university.
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 teacher 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 F & S riders, MVF-1 plan with FC & SD riders.

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.
 - e. Subparagraphs a, b, c, and d Section 7 above shall apply to full-time teachers only.
8. No monies shall be paid to teachers for duties performed as teachers, other than those outlined in this Agreement.
9. Newly hired teachers shall be given credit outside the system up to a maximum of 8 years of experience. This item shall not be retroactive to any member currently on the staff.

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.

Compensation for Sponsor Activities

- C. 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.

Miscellaneous Compensation

- D. 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 their students at 7:45 a.m. until the end of the school day, except for D and E below.
 2. Teachers shall leave school no earlier than 3:15 p.m. with these exceptions:
 - a. Teachers may be required to remain for teachers' meetings, curriculum study or conferences not more than one afternoon each week for a period not to exceed two (2) hours from the time students are dismissed.
 - b. Teachers who have to return to school at night for any school function may leave, with the Principal's knowledge, as soon after 3:00 p.m. as is practical.
- B. A teacher's normal teaching hours in the Middle and the Elementary schools shall be as follows:
1.
 - a. Teachers check in no later than 8:00 a.m. and be at their assigned place of duty and responsible for their students at 8:30 a.m. until the end of the school day, except for D and E below.
 - b. Any change in times of reporting and leaving must be made in advance with the Building Principal.
 2. Teachers shall leave school no earlier than 3:15 p.m. with these exceptions:
 - a. Teachers may be required to remain for teachers' meetings, curriculum study or conferences not more than one afternoon per week for a period not to exceed two (2) hours from the time students are dismissed.
 - b. Teachers who have to return to school at night for any school function may leave with the Principal's knowledge, as soon after 3:00 p.m. as is practical.
 3. Hours of kindergarten teachers shall be fixed by the Superintendent and published at the beginning of each semester but shall in no event be longer than the hours for elementary teachers as outlined in B. 1. and B. 2. above.
- C. The "Day to be Reserved" for faculty meetings shall be set during the first week of school and held open by the faculty for this purpose.
- D. All teachers shall be entitled to a 30 consecutive minute duty-free, uninterrupted lunch period. If a teacher wishes to leave the building during the noon hour, he shall first notify his supervisor. In the event of an emergency, the teacher may be asked to stay.

- E. On the last work day prior to school holidays, teachers may be permitted to leave the building 15 minutes after the close of the student's school day.
- F. The Board may, with the mutual consent of the Executive Committee, vary the opening and closing hours of an individual building. The total working hours may not be longer than those in Sections A and B above.

ARTICLE V

Teaching Loads and Assignments

- A. Under current scheduling practices:
1. All junior and senior high school personnel who are carried as teacher and/or special services personnel are guaranteed five (5) 60 minute planning periods per five day week.
 2. All elementary personnel who are carried as teachers and/or special services personnel are guaranteed five (5) 30 consecutive minute planning periods per five day week.
- B. Teaching loads should 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 unless the Association Executive Board and the Superintendent mutually agree otherwise.
 - b. North Central Regulations regarding class sizes and teacher qualifications shall be observed in assignment of both junior and senior high school personnel. For planning purposes, no academic class with the exception of typewriting shall be scheduled with more than 34 students.
 - c. Nothing in this article shall be used as basis for refusal to accept students who move into the district after school opens in the fall or during the preceding summer. Effort shall be made by the administration to keep all academic classes small enough so that there is small likelihood of there being necessity for their final enrollment exceeding thirty-five students.
- D. Teaching grade and subject assignments for all teachers shall be determined by the Board. In making assignments the Board shall consider experience, certification and ability, and shall assign teachers so as to obtain the maximum student benefit.
- E. 1. Before the Board makes any necessary reduction in personnel, it will first negotiate with the Association regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to the overall effect on the school program.

2. In the event that reduction of staff becomes necessary, tenure teachers will be given preference over non-tenure teachers. Length of service with the system and certification shall be given consideration in determination of retention.
 3. Any teacher who is returning for the ensuing school year who is to be discharged or laid off because of a reduction in staff or the possibility of discharge or lay off because of a reduction in staff shall be notified in writing of this fact by July 1. Failure on the part of the Board to fulfill the above will mean that the teacher has a position for that school year. Upon receipt of such notice the teacher shall have, upon request, an opportunity to have a hearing before the Board of Education at the next regular Board of Education meeting or at a Special Meeting, whichever is the earliest.
- F. 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.
- G. 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.
- H. The library and guidance offices are not disciplinary or penalty rooms. Students who fail to conform to regulations within their classes are not to be assigned by their teachers to these areas without prior consent of both the Principal and special services teacher involved.

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. With the objective to be reduction of unnecessary expenditure and the avoidance of unwarranted duplication of materials, the following procedure is established:
- a. A committee of at least three (3) teachers mutually selected by the Building Principal and the Association Representative in each building will meet with the Principal and the Association Representative in each building before the budget is compiled and submitted to the Superintendent to:
- (1) review individual teacher requests.
 - (2) review total building needs.
 - (3) review the finalized budget as prepared by the Principal (the Association Representative to receive advanced copies prior to final meeting).
 - (4) review materials on hand.
 - (5) make recommendations on the overall budget submitted.
- b. A committee of five (5) teachers--one from each building--mutually selected by the Superintendent and the Association:
- (1) shall have the opportunity to study requests before making recommendations (copies to the Association in advance).
 - (2) shall meet with the Superintendent to make recommendations on the school budget submitted annually by the Superintendent to the Board.
- c. Principals, upon request, shall inform individual teachers of the disposition of individual budget request four (4) weeks after the adoption of the budget by the Board of Education or the ratification of a Master Agreement for the next year, whichever is the later.
- d. Disposition of items in sub-paragraphs 2a, 2b, and 2c shall not become a subject for grievance, but the Association may protest what it considers to be unnecessary expenditure of funds to the Administration and the Board of Education.
- 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 marital 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 hour at the junior high and senior high, and \$2.50 per half-hour period at the elementary schools.
- 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.
- J. When the temperature of a classroom is below 60° at the beginning of the school day and there is reason to believe this temperature will not raise above 65° within the hour, another room, wherever possible, will be made available which is properly heated.
- K. Teachers shall not be required to report to school or to remain at school when weather conditions or building conditions cause cancellation of school for students.
- L. When driving conditions are described as hazardous by the Weather Bureau, teachers who live in the area covered by this report shall be given special consideration.
- M. The Administration shall be permitted to adjust the reporting and leaving times of special services personnel.

ARTICLE VII

Vacancies, Promotions and Change of Assignments

- A. Any and all definite professional positions open within the school system shall be posted either in faculty lounges or by written notice in the teacher's mailbox at least ten days prior to the filling of said position. Any teacher who wishes to be informed of vacancies which occur during the summer may have this information by requesting it in writing before school is out. Ten days prior written notice for filling positions is waived during the summer. This section shall apply to classroom teaching positions for the next school year and extra-curricular positions during the current school year.
- B. A teacher desiring a change of assignment must submit such a request to the Superintendent in writing sixty days prior to the close of the school year. An elementary teacher shall be allowed to change to an equivalent position, grade for grade, (i.e. 4th grade to 4th grade) or subject to subject, (i.e. science to science) in another building if there is a position for which he qualifies available.
- 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 sixty days prior to the close of the school year. Schedule F attached will be a part of this agreement. These are to be placed in the teacher's mailbox or mailed to the teacher. A principal may not subject a teacher to any duress or pressure regarding these non-binding letters.

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. Suspension of a teacher or placing of a teacher on an unrequested leave of absence for other than violation of Section B below, shall be by action of the Board of Education. The teacher shall be given, in writing, the reasons for such suspension or leave and is entitled to a hearing before the Board of Education if requested. Any action of this type will be in accordance with the terms of the Michigan Teacher Tenure Act, however.

B. Emergency and sick leave of absence

1. In case of an emergency absence, a teacher shall be required to notify his immediate supervisor. Said teacher should make every effort to notify his immediate supervisor prior to 7:00 a.m. for secondary teachers and 7:00 a.m. for elementary teachers on 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 failure to give notice before the time indicated.
2. Teachers who have been absent one day or more shall be required to notify their immediate supervisor or 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. for secondary teachers and 7:00 a.m. for elementary teachers of the intended day of return. The Board may suspend a teacher for failure to give such notice before the times indicated.
3. Teachers may be suspended for violations of check in times as stated in Section A, B and E of Article IV.
4. Any suspension for violation of this Section will be for one (1) day for the first suspension and any additional suspension for the same violation shall be double the previous penalty.
5. A teacher may not be suspended for the first violation of this section. A teacher may not be suspended for violation of this section until he first has been warned in writing by his supervisor that he has violated this section.

6. A member of a teacher's family may report illness or reason for emergency absence of the teacher to the Administration.
7. For the protection of the health of children and of other faculty members, no administrator may order, coerce, or intimidate any teacher who is ill to report for duty.

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, except that teachers may not reduce their accumulated sick leave days below 20 days by withdrawal for cash payment:
 - 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. Personal leave days with pay may not be taken just prior to and immediately following school holidays, with the following exceptions:
 - a. Attending a funeral.
 - b. By giving two weeks written notice in advance of using leave prior to or immediately following a holiday providing a substitute is available.
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 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 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 back leave days providing they taught for one-half ($\frac{1}{2}$) 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 and for just cause.
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 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.
- 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

- 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.

ARTICLE IX

Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. One copy of the evaluation shall be given to the teacher and one copy shall be placed in the teacher's personnel file.
1. a. The purpose of teacher evaluation shall be to assist the teacher in improving his professional status and teaching efficiency.
 - b. The evaluation of any teacher shall be based upon observation of:
 - (1) the teacher's use of teaching skills and techniques.
 - (2) his fulfillment of his contractual obligations.
 - (3) his relative rating on the accepted teacher evaluation form.
 2. Probationary teachers shall be evaluated a minimum of two (2) times during the school year: three (3) months following the teacher's commencement of service and approximately 60 days prior to the end of the probationary school year.
 3. Tenure teachers shall be evaluated a minimum of one (1) time during the school year, prior to the 1st of May of each year.
 4. A personal interview shall be held and a written evaluation shall be given each teacher within eight (8) school days of formal classroom evaluation visit.
- 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. One of the criteria for evaluation shall be an in-class observation of a minimum of thirty consecutive minutes by the evaluator. 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 system 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. If an evaluation report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.
- 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 if 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. If a teacher is found to have a serious defect in his performance as a teacher, his supervisor shall:
1. Notify the teacher immediately in writing of this defect.
 2. Outline a program in writing for overcoming the defect.
 3. Follow-up by re-evaluating the teacher after a reasonable period of time.
 4. Place a copy of all plans and proposals in the teacher's personnel file.
- 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 committies, 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.
- K. 1. If any evaluation of a teacher contains opinions which could be professionally damaging to the teacher, this must be supported by examples.
2. Any information within a teacher's file may be removed by the Principal or the Superintendent with the consent of the teacher.

3. Any inaccurate or unsupported information placed in the file of a teacher may at the request of the teacher be referred to a review committee.
 - a. The committee shall be composed of:
 - (1) the Superintendent.
 - (2) a Principal for whom the teacher does not work, chosen by the Superintendent.
 - (3) two (2) Association members who do not work in the same building as the teacher, chosen by the Association.
 - (4) one (1) member of the Board of Education, selected by the Board of Education.
 - b. The function of this committee shall be to review the information in question and to render a decision on its accuracy. If found inaccurate it shall be removed from the teacher's file by the Superintendent. If found supported, it shall remain in the teacher's file.
 - c. Decisions of this committee shall be by simple majority.
4. This section shall apply to evaluations of the teacher during the current school year.

ARTICLE X

Student Discipline

- A. 1. It shall be the responsibility of each teacher to maintain effective control of students within his own building. Failure on the part of a teacher to maintain effective control of students within the school shall be construed as a defect in teaching skill.
2. It shall be the responsibility of each teacher to assist in maintaining effective control of students in but not limited to: the classroom, the building corridors and on school property.
- 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 or to the Board of Education shall be passed on to the teacher's supervisor who shall discuss the complaint with the teacher.
- G. Any case of assault upon a teacher while acting within the scope of his school duties shall be promptly reported to his immediate supervisor.
1. The Board will render assistance to the teacher in connection with the handling of the incident with law enforcement authorities.
2. Whenever a teacher is absent from school as a result of personal injury arising out of his employment he will be covered by Workman's Compensation Insurance, up to the limits of the Workman's Compensation Insurance. No part of such absence will be charged to his annual or accumulated sick leave. As a result of absence from work, no teacher shall be allowed to return to work until such time as he has a physician's statement certifying he is able to return to work. As soon as he is able to return to work, he shall be restored to his previous position or equivalent position.

3. If a teacher is adjudged guilty of a criminal charge or has a judgment entered against him by a court of law in relation to any incident under Article X, the Board shall have no responsibility for payment of any salary or use of accumulated sick leave.
- H. In the event that it becomes necessary for a teacher to use physical force to enforce discipline on a child, the child shall be informed as to why he is being so punished.

ARTICLE XI

Grievance Procedure

- A. The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to a grievance arising under this Agreement. Both parties agree it is desirable that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- B. 1. A formal grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement. If such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but the grievance shall be submitted to the grievance procedures as outlined in this Article.
2. Nothing in this Agreement may prevent an individual employee from presenting a grievance to the Board or its designated representatives, as long as any adjustment is not inconsistent with the terms of this Agreement, provided that the Association be given a copy of any such grievance and its adjustment.
3. An informal grievance shall be defined as a misinterpretation or misapplication of any rule, order or regulation of the Board not contained in this Agreement. Disputes under this paragraph shall be referred to the Problems Committee provided for in Article XIX, Section H.
4. Insofar as possible the handling of all grievances under this Article shall be done in a manner and at a time which will not embarrass, detract, inconvenience or penalize any student or group of students. Under no condition shall a student or group of students be asked to testify in any grievance action for either party.
5. A grievance to be considered must be filed in writing within 60 school days after the knowledge of the occurrence; if not, the grievance shall be considered as waived.
6. It shall be the practice of all parties interested in the processing of a grievance to do it during time which does not interfere with assigned duties.
- C. If the Board and/or its representatives believes there has been a violation, misinterpretation or misapplication of any provision of this Agreement by any teacher or the Association, it may file a grievance with the Association. Such grievance shall be in writing and shall set forth the issue involved. Representatives of the parties shall meet within five (5) school days after receipt of such grievance, with the goal of resolving the issue.
- D. In the event that a teacher desired to file a grievance against the Board representative, other than the Principal to which he is assigned, he shall by-pass Sections E, F, and H of this Article and file directly with the Superintendent.

- E. In the event that a teacher believes there is a basis for a grievance, he, either personally or accompanied by his Association Representative, shall first discuss the alleged grievance with his Building Principal who shall attempt to adjust it.
- F. If, as a result of the informal discussion with the Building Principal, the alleged grievance has not been adjusted, it shall within five (5) school days be reduced to writing, on the form provided, by the teacher or the Association and signed by the teacher.
- G. 1. A grievance when reduced to a written form shall contain the following:
- a. The name of the grieving teacher or group of teachers.
 - b. The name of the person who is alleged to have violated this Agreement.
 - c. Statement of facts giving rise to the grievance.
 - d. The provisions of this Agreement alleged to have been violated.
 - e. A statement as to how this Agreement has been violated.
 - f. The specific relief that is requested.
 - g. The signature of the employee or employees involved.
2. The answers shall contain specific replies to 1. e. and f. above.
- H. Within five (5) school days of receipt of the grievance, the Principal shall meet with the teacher, either personally or accompanied by his Association Representative, in an effort to adjust the grievance. The Principal shall indicate his disposition of the grievance in writing within five (5) school days of receipt of the written grievance. A copy of his response shall be given to the teacher and the Association.
- I. If the teacher is not satisfied with the disposition of the grievance, or if no disposition has been made by the Building Principal within five (5) school days of receipt of such grievance, the grievance shall be transmitted to the Superintendent. Within seven (7) school days the Superintendent or his designee shall meet with the teacher, either personally or with his Association Representative, on the grievance and he shall indicate his disposition of the grievance in writing within five (5) school days of such meeting. A copy of his response shall be given to the teacher and the Association.
- J. If the teacher is not satisfied with the disposition of the grievance or if no disposition has been made by the Superintendent as outlined in Section G, then the grievance may be transmitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board of Education. The Board of Education, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the teacher, either personally or with his Association Representative, on the grievance. Disposition of the grievance in writing shall be made by the Board of Education no later than seven (7) school days thereafter. A copy of the disposition of the grievance shall be given to the Association.

- K. 1. If the teacher is not satisfied with the disposition of the grievance by the Board of Education or if no disposition has been made within the period provided in Section H, then the grievance may be submitted to arbitration before a three (3) man arbitration panel which shall be composed of as follows:
- a. One (1) person selected by the Association.
 - b. One (1) person selected by the Board of Education.
 - c. One (1) person selected jointly by the Association and the Board of Education.
 - d. Members of the arbitration panel shall not be:
 - (1) members of or spouses of members of the Board of Education
 - (2) members of or spouses of any employee of the Bentley Community School District.
 - (3) non-property owners of the Bentley Community School District.
 - e. Members of the arbitration panel must be residents and property owners in the Bentley Community School District.
2. Decisions of the arbitration panel shall be by a simple majority.
3. The decision of the arbitration panel shall be final and binding on both parties.
- L. It shall be the function of the arbitration panel, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the specific articles and sections of this Agreement, or to determine that they do not have jurisdiction over the issue.
- 1. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2. The fees and expenses of the arbitration panel shall be shared equally by the Board of Education and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - 3. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- M. The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article:
- 1. The termination of services of or failure to re-employ any probationary teacher.
 - 2. The placing of a non-tenure teacher on a third year of probation.
 - 3. Any matter involving teacher evaluation.

- N. 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 five (5) school days of the receipt of a decision shall automatically be judged as adjusted and shall not be the subject of another grievance. Time limits may be extended by the Board and the Association in writing and the new time shall prevail.
- O. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or person. Provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association or its affiliates. Provided, further, when a teacher is not represented by the Association, the Association may, by administrative action of the Board or the Association, be present and state views at all stages of the grievance proceeding.
- P. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- Q. 1. If the grievance is filed on or after May 1st, the time limits may be reduced by mutual agreement of both parties, in order to affect a solution prior to the end of the school year or as soon thereafter as is possible.
2. All grievances shall be processed under the terms of this Agreement to a solution, notwithstanding the termination of this Agreement.
- R. Forms for filing and processing grievances, which shall be reproduced by the Board, shall be available from the Superintendent, the Building Principal or the Association Representative in each building.
- S. A form to be used for filing a grievance shall be developed mutually by the Association and the Superintendent.

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 due 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.
- C. Each teacher shall supply the Superintendent with transcripts of all completed academic work.
- D. Each teacher shall provide the office of Personnel Service 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 certificate required to establish proof of completed academic work.

ARTICLE XIV

Deduction of Dues

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the N.E.A. and the M.E.A. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the first regular check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- B. 1. With respect to all sums deducted by the Board of Education pursuant to authorization of the employee, whether membership dues or equivalent fee, the Board agrees promptly to remit to the Association all dues that are deducted for B.E.A., M.E.A. and N.E.A.
2. The Association shall submit to the Board five (5) school days prior to the deduction date a list of all dues that are to be deducted from each teachers salary.
- C. Upon appropriate written authorization from the teacher, the Board of Education shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board of Education.

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. Violation of this Article by any teacher or group of teachers will constitute just cause for suspension or discharge.
- 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

Board Rights

- A. 1. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the School District to the full extent authorized by law.
2. The Association further recognizes that all such lawful operations and activities as exercised by the Board shall be in conformity with this Agreement, except in such case as a provision of this Agreement shall be found contrary to law.

ARTICLE XVIII

Professional Improvement

- A. With the goal of improving professional growth and curriculum development for the betterment of the teacher, the student and the community, teachers shall be required as a condition of salary improvement to earn 10 semester hours of graduate credit from a four-year accredited college or university to advance beyond step four of the salary schedule.
- B. No teacher shall be given credit for experience beyond step four of the salary schedule unless he shall have qualified for a permanent teaching certificate. The provisions of this section shall apply specifically but not exclusively to teachers with ninety day permits and similar "emergency" certificates; and it shall also apply to teachers who fail to qualify within the allotted time for a permanent certificate.
- C. Exceptions to the provisions of this article may be made for good and sufficient reasons as determined by the Association and the Board.
- D. The provisions of this article shall not apply to any teacher who was employed by the District prior to April 1, 1969.

ARTICLE XIX

Miscellaneous

- A. The Board of Education may delegate any and all duties of the Board of Education as defined in this Agreement.
- B. This Agreement shall become the sole personnel policy between the Board of Education and the Association.
- C. The term of this Agreement shall be for a period from the date of ratification to August 11, 1972.
- D. The only sections of this Agreement that may be opened for discussion on the next years contract, prior to its termination date, shall be Article III, agency shop, the teaching day, loads and assignments, calendar and Article XIX, except any other items by mutual consent.
- E. This Agreement may be extended beyond its termination upon mutual agreement of both parties. Once this Agreement has been extended beyond its termination date of August 11, 1972, it may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate.
- F. 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.
- G. This Agreement may be opened prior to its termination date only by mutual consent of the Board of Education and the Executive Board of the Association. The request to re-open the Agreement 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.
- H. If any provision of this Agreement or any application of the Agreement to either party 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.
- I. The Association and the Board of Education agree to form a committee of Association members, Board of Education members and Administrators to meet periodically to discuss mutual problems. This committee shall be composed of Association members, Board members and Administrators appointed by each group.
- J. 1. Each tenure teacher shall be given an individual continuing contract supplement that shall show rate of pay and the length of period to be contracted. The form to be used is attached as Schedule G.

2. Each probationary teacher shall be given a probationary contract that shall show rate of pay and length of period to be contracted.

K. Individual bargaining is prohibited, with the following exceptions:

1. Teachers new to the system may be hired, but subject to all terms and conditions of this Agreement which will become effective during the period of contemplated service.
2. Adjustments in hours, wages, terms and conditions of employment of currently employed teachers may be made by the Superintendent with the consent of the Board of Education and the Association. Any such agreement shall be reduced to writing immediately and signed by the Board President, the Association President, and/or Chief Negotiator, and the teacher or teachers involved with copies being provided to each.

SCHEDULE A

TEACHERS SALARY 1970-71

<u>Credited years of experience steps</u>	<u>Non- Degree</u>	<u>B.A. Degree</u>	<u>M.A. Degree</u>
0	\$7,250	\$ 7,850	\$ 8,400
1	7,400	8,000	8,600
2	7,550	8,200	8,800
3	7,850	8,500	9,200
4	8,243	8,925	9,660
5	8,655	9,371	10,143
6		9,840	10,650
7		10,332	11,183
8		10,849	11,742
9		11,391	12,329
10		11,961	12,945

SCHEDULE A

TEACHERS SALARY 1971-72

<u>Credited years of experience steps</u>	<u>B.A. Degree</u>	<u>M.A. Degree</u>
0	\$ 8,200	\$ 8,750
1	8,350	8,950
2	8,550	9,150
3	8,850	9,550
4	9,293	10,028
5	9,758	10,529
6	10,246	11,055
7	10,758	11,608
8	11,296	12,188
9	11,861	12,797
10	12,454	13,437

The salary schedule above shall be the schedule for the 1971-72 school year unless the B.A. and M.A. mean bases and the B.A. and M.A. mean maximums are greater than the above B.A. and M.A. bases and maximums. The method by which this will be determined will be by using the 1971-72 bases and maximums of the Genesee County K-12 School Districts who have a 10 step salary schedule, except the following schools:
Flint City, Carman and Genesee Public.

SCHEDULE B

COACH COMPENSATION

1. 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.
2. Head Coaches of a Varsity sport shall receive full coaching experience up to experience allowed by this agreement, other coaching positions may be hired up to the maximum allowed by this agreement.

Football

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

Basketball

Head-Varsity	9%
J.V.	6%
Frosh	5%
Jr. High	4%
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
Elementary Service Squad	35.00

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 day 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 - salary to be \$1.00 per student less than the State per student reimbursement.
- 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. Compensation shall be given for extra-curricular activities not provided for elsewhere in this agreement, whose programs and activities are approved in advance by the Board. The rate of compensation shall be \$2.00 per hour, based on the estimated number of hours for the activity.

PROPOSED CALENDAR 1970-71

		Student Attendance	Teacher Work Day
Sept. 7	Labor Day (No School)	0	0
Sept. 8	Teacher Orientation	0	1
Sept. 9	First Day of School (Full Session)	1	1
Sept. 10 - Oct. 20	School in Session	29	29
Oct. 21	Parent-Teacher Conference	0	1
Oct. 22 - Nov. 25	School in Session	25	25
Nov. 26 & 27	Thanksgiving Recess	0	0
Nov. 30 - Dec. 23	School in Session	18	18
Dec. 24 - Jan. 1	Winter Recess	0	0
Jan. 4 - 22	School in Session	15	15
Jan. 22	First Semester Ends		
Jan. 25 - Mar. 9	School in Session	32	32
Mar. 10	Parent-Teacher Conference	0	1
Mar. 11 - Apr. 8	School in Session	21	21
Apr. 9 - 16	Spring Recess	0	0
Apr. 19 - May 28	School in Session	30	30
May 31	Memorial Day (No School)	0	0
June 1 - 11	School in Session	9	9
June 14	Teacher Workday	0	1
June 15	Last Day of School	0	1
	TOTAL	180	185

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 Board of the Association.

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

SCHEDULE G

Continuing Contract Supplement
 Bentley Community Schools
 1150 N. Belsay Road
 Flint, Michigan 48506

I hereby agree to the salary for the 1970-71 school year and the conditions of employment under the Master Agreement negotiated between the Board of Education and the Bentley Education Association dated _____. The term of this employment shall be from _____ to _____. The salary for the 1970-71 school year shall be as follows: years experience _____ and degree _____.

Base Salary

_____ credits earned prior to 9/1/69 @ \$13.00 ea. _____

_____ credits earned after 9/1/69 @ \$15.00 ea. _____

Longevity Pay

Total Salary _____

 Board of Education

 Teacher

Dated _____

The salary shall be paid as follows: (Please select one and check the appropriate box)

21 pays

26 pays

_____ pays @ \$ _____ + \$ _____ = \$ _____

_____ pays @ \$ _____ + \$ _____ = \$ _____

_____ pays @ \$ _____ + \$ _____ = \$ _____

_____ pays @ \$ _____ + \$ _____ = \$ _____

_____ pays @ \$ _____ + \$ _____ = \$ _____

_____ pays @ \$ _____ + \$ _____ = \$ _____

_____ pays @ \$ _____ + \$ _____ = \$ _____

_____ pays @ \$ _____ + \$ _____ = \$ _____

TOTAL \$ _____

TOTAL \$ _____