

# **Master Agreement**

between the

**Bentley Education  
Association**

and the

**Bentley  
Board of Education**

**2004-2007**

**EXTENDED FOR THE 2007-2008 SCHOOL YEAR**

(w/teacher approved seniority list for 2007-2008)

(Salaries will be updated once State Aid is established)

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>I. BASIC CONTRACT PROVISIONS</b>	<b><u>PAGE</u></b>
	1.1 Statement of Agreement .....	4
	1.2 Recognition .....	4
	1.3 Extent of Agreement and Negotiations Procedures .....	4
	1.4 Duration of Agreement .....	5
	1.5 Continuity of Operations .....	6
	1.6 Professional Dues or Fees & Payroll Deductions .....	6
	1.7 Grievance Procedure .....	7
<b>SECTION</b>	<b>II. EMPLOYMENT RELATIONS</b>	
	2.1 Association Rights and Responsibilities .....	9
	2.2 Teacher Rights and Responsibilities .....	10
	2.3 Board Rights and Responsibilities .....	11
	2.4 Hiring, Vacancies, Promotions and Transfers .....	11
	2.5 Teacher Certification, Qualifications and Assignments .....	14
	2.6 Reduction in Personnel, Seniority and Recall .....	14
	2.7 Teacher Evaluation .....	17
	2.8 Discipline of Teachers .....	17
	2.9 In-Service Education .....	18
<b>SECTION</b>	<b>III. TEACHING CONDITIONS</b>	
	3.1 Student Discipline and Teacher Protection .....	18
	3.2 Protection of Teachers .....	19
	3.3 Instructional Materials .....	19
	3.4 Facilities .....	19
	3.5 Head Teacher .....	20
	3.6 Teacher's Day and Hours .....	20
	3.7 Teaching Load .....	21
	3.8 Special Student Needs .....	22
<b>SECTION</b>	<b>IV. LEAVE PAY</b>	
	4.1 Leave Days .....	23
	A. 1-2. Personal Business .....	23
	3. BEA President .....	23
	4. Individual Sick Leave Bank .....	23
	Unused/Frozen Sick Leave .....	23
	Unused Current Year's Sick Leave .....	23
	5. Perfect Attendance .....	23
	6. 11 <sup>th</sup> Year of Service .....	23
	B. Illness and Disability/Immediate Family .....	23
	C. Bereavement Leave .....	23
	D. Notification of Absence and Return Procedures .....	23
	E. Required Medical Examination .....	24
	F. Abuse of Leave .....	24
	G. Absence When School is Cancelled .....	24
	H. Absence Due to Court Appearances .....	24
	I. Long Term Disability Leave .....	24
	J. Survivor's Benefits .....	24
	4.2 Sabbatical Leave .....	24
	4.3 Miscellaneous Leaves .....	25
	A. Jury Duty .....	25
	B. Military Leave .....	25
	C. Child Care .....	25
	D. Voluntary Personal Leave During Layoff .....	25
	E. Dividing Teacher Assignments During Layoff .....	26
	4.4 General Provisions .....	26
	A. Conditions for Grant .....	26
	B. Return Procedures .....	26

<b>SECTION</b>	<b>V.</b>	<b>COMPENSATION AND BENEFITS</b>	
	5.1	Insurance Protection . . . . .	27
		A. MESSA PAK A . . . . .	27
		Long-Term Disability . . . . .	27
<b>SECTION</b>	<b>V.</b>	<b>COMPENSATION AND BENEFITS (cont.)</b>	
		Delta Dental . . . . .	27
		Term Life Insurance . . . . .	27
		VSP-3 Vision Care . . . . .	27
		MESSA PAK B . . . . .	27
		B. Continuation of Insurance While On Leave . . . . .	28
		C. Part-Time Employment . . . . .	28
		D. Insurance Upon Return . . . . .	28
		E. Change in Family Status . . . . .	28
		F. Board-provided Insurance Protection . . . . .	28
		G. Alternate Insurance Programs . . . . .	28
	5.2	Compensation . . . . .	28
		A. Salary . . . . .	28
		Longevity . . . . .	28
		Professional Standards Committee . . . . .	28
		For Additional Credits . . . . .	29
		Changes on Salary Schedule . . . . .	29
		Outside Credit . . . . .	29
		Armed Forces Credit . . . . .	29
		B. Unused Sick Bank Days . . . . .	29
		C. Retirement: Unused Current Sick/Leave Days . . . . .	29
		D. Unused Current Sick/Leave Days . . . . .	29
		E. Perfect Attendance . . . . .	29
		F. Coaching and Sponsor Supplement . . . . .	29
		G. Miscellaneous Activities . . . . .	30
		H. Payroll Deductions . . . . .	30
<b>SECTION</b>	<b>VI.</b>	<b>OTHER</b>	
	6.1	Miscellaneous Provisions . . . . .	30
		A. Student Teacher Assignment . . . . .	30
		B. School Improvement/Accreditation . . . . .	30
		C. Faculty Council . . . . .	30
		D. Dean of Students . . . . .	31
		E. Professional Development . . . . .	31
		F. Highly Qualified Status . . . . .	31
	6.2	Grievance Form . . . . .	32
	6.3	Amendment Form . . . . .	34
	6.4	Calendar . . . . .	35
<b>ADDENDUMS</b>			
	A.	Schedule A Salary . . . . .	36
	B.	Schedule B . . . . .	37
	C.	Schedule C Longevity Payments . . . . .	38
	D.	Schedule D Miscellaneous Salaries . . . . .	39
	E.	School Calendars . . . . .	40
	F.	Teacher Evaluation Instrument . . . . .	42
	G.	Seniority List . . . . .	46
	H.	BEA Teacher Salary Contract . . . . .	54
	I.	Absence Report Form . . . . .	55
	J.	Letter of Understanding (March 2006) . . . . .	56
	K.	Letter of Understanding (2007-08) . . . . .	57
	L.	Tentative Agreement - (2007-008)) . . . . .	58

## **SECTION I -- BASIC CONTRACT PROVISIONS**

### **1.1 STATEMENT OF AGREEMENT**

The Board of Education of the Bentley Community Schools, Genesee County, Michigan, hereinafter called the "Board" and Local 10 MEA/NEA, Bentley Unit, hereinafter called the "Association," in consideration of the mutual covenants herein, agree as follows:

### **1.2 RECOGNITION**

The Board hereby recognizes Local 10 MEA/NEA, Bentley Unit as the sole and exclusive bargaining representative for all full-time and regular part-time certified or professional employees under contract to the Board, including: classroom teachers, librarians, guidance counselors, psychologists, social workers, federally and/or categorically funded teachers, and special education teachers, long-term substitutes employed for ninety (90) continuous work days or more in the exact same position for the same teacher. However, this representation shall not include per diem substitutes, long-term substitutes employed for less than ninety (90) continuous work days in the exact same position, temporary employees, casual employees, aides, adult and community education instructors, superintendent, assistant superintendent, principals, business managers, supervisors, administrators, executive employees, clerical employees, and all other employees of the Board.

The term "Board" shall include all the officers and members of the Board of Education and its supervisory personnel. The term "Association" shall mean those teachers under contract to the Board of Education, as defined above.

The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.

### **1.3 EXTENT OF AGREEMENT AND NEGOTIATIONS PROCEDURES**

- A. Not later than March 1 of the calendar year in which this Agreement expires, the Board and the Association agree to begin negotiations on a successor agreement in accordance with the procedure set forth herein.
- B. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties hereto, which may be altered, added to, deleted from, or modified only through the voluntary mutual consent of the parties in the Agreement hereto. Any amendment shall become a part of this Agreement and shall be reduced to writing following the procedure in C below.
- C. Amendments - The official form shall be used for any agreements between the Board and the Association ( see SECTION VI, 6.3):
  1. All Agreements between the Association and the Board shall be reduced to writing. No Agreement shall be binding unless it is in writing and signed by representatives of both parties.
  2. All Agreements shall be subject to ratification and signed by two (2) representatives each from the Board and the Association.
- D. If a law which is pertinent to this Agreement is changed or if any provision of this Agreement is held to be contrary to the law, then such provision shall be deemed valid only to the extent permitted by law; but all other provisions of this Agreement will continue in full force and effect.
- E. The parties will meet not later than fourteen (14) calendar days after such holding for the purpose of renegotiating the provision or provisions affected.
- F. Negotiations Procedures – Representatives of the Board and the Association negotiating teams will meet, in addition to negotiating sessions, for the purpose of reviewing administration of the Contract and to attempt to resolve problems that may arise, whenever necessary. These meetings are not intended to bypass the grievance procedure. An agenda for each meeting will be prepared in advance of each meeting.

**1.3 EXTENT OF AGREEMENT AND NEGOTIATIONS PROCEDURES (cont.)**

- G. Any individual contract of employment between the Board and an individual teacher shall be subject to, and consistent with, the terms and conditions of the Agreement. Any individual contract of employment shall be on the forms provided in Addendum H and shall be expressly made subject to, and consistent with, this Agreement.
- H. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. (This Agreement shall become the sole personnel policy between the Board of Education and the Association.)
- I. An individual contract offered to a teacher covered by this Agreement, shall be signed by said teacher, and returned to the Board within fourteen (14) calendar days of its issuance to be valid. Failure on the part of the teacher to sign and return said individual contract, shall be assumed to be a resignation from the Bentley Community Schools and forfeiture of all rights and protection granted by this Agreement.

**1.4 DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of 12:01 a.m. on August 31, 2004; the date listed below, and shall continue in effect until 12:00 midnight, August 31, 2007. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.
- B. Copies of this Agreement shall be printed at the expense of the Board; a copy shall be given to each teacher now employed. When an individual contract is offered, a copy of the current Agreement shall be given to each new teacher.

**BENTLEY EDUCATION ASSOCIATION**

**BOARD OF EDUCATION**

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
Chief Negotiator

By \_\_\_\_\_  
President, Board of Education

By \_\_\_\_\_  
Negotiations Team Member

By \_\_\_\_\_  
Secretary, Board of Education

By \_\_\_\_\_  
UniServ Director

Date this 31<sup>st</sup> day of August, 2004.

**1.5 CONTINUITY OF OPERATIONS**

Both parties recognize the desirability of continuous and uninterrupted operation of the entire school program during the school year and the avoidance of disputes, which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Board, as said term is defined by the Public Employment Relations Act, unless the Board refused to fully implement an arbitration award issued in accordance with the terms of this Agreement. Should the Association initiate any action, which constitutes a violation of the no-strike clause, the Board's remedy shall be that which law shall allow.

A strike for this purpose of this Agreement shall be defined as a concerted failure to report for duty or stoppage of work or abstinence in whole or in part from the full, faithful performance of the teacher's duties of employment.

**1.6 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 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 Professional Dues of the Association, including those for the Michigan Education Association and the National Education Association, which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the Board shall deduct dues from each regular salary check in equal installments for ten (10) months, beginning in September of each year.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a Service Fee to the Association, including those for the Michigan Education Association and the National Education Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph. In the event that the teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction as provided in the preceding paragraph, the Board shall cause the termination of employment of such teacher.
- C. The Association shall deliver to the Board, not later than the Friday before the FIRST payday of each school year, a complete list of those teachers who will have a deduction for dues and the amount of the deduction to be made.
- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether Professional Dues or Service Fee, the Board agrees to disburse said sums to the Association within seven (7) calendar days of collection.
- E. Upon employment, the Board agrees to provide the Association with names and addresses of new teachers. It shall be the responsibility of the Association to provide each teacher with a copy of the form authorizing deduction of Association dues or Service fees by September 1 of each year.
- F. The procedure in all cases of discharge for violation of this article shall be as follows:
  - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. A copy of such notice shall be delivered to the Board at the same time it is sent to the teacher.
  - 2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

**1.6 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS, (cont.)**

3. The Board, only upon receipt of the said charges and request for termination, shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association in the processing of charges agrees not to discriminate between various people who may have refused to pay the Professional Dues and/or Service Fee.
- G. In the event of any action against the Board brought in a court or administrative agency because of its compliance with Section 1.6 of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  1. The Board gives timely notice of such action to the Association; and
  2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 1.6.

**1.7 GRIEVANCE PROCEDURE**

- A.
  1. A claim that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order, or regulation of the Board may be processed as a grievance as hereinafter provided.
  2. The "grievant" is the person or persons making the claim. If, in the judgment of the Association, a grievance involves contract administration or rules, regulations, or directives, affecting a group of teachers, the Association may initiate and process the grievance at any level up to and including the Superintendent's level.
- B. In the event that the grievant believes there is a basis for a grievance; the grievant shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. Any written grievance must be initiated within twenty (20) school days of the alleged violation, misinterpretation, or misapplication, or within twenty (20) school days of the discovery thereof.
- C. If, as a result of the informal discussion with the building principal, an alleged grievance has not been resolved, the grievant may invoke the formal grievance procedure within ten (10) school days, on the form provided, and shown in Section 6.2, copies of which shall be available in each building. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one (1) building, it shall be filed with the Superintendent or a representative designated by him/her.
- D. Within five (5) school days of receipt of the grievance, the Principal shall meet with the grievant or the grievant and a representative of the Association in an effort to resolve the grievance. The Principal shall indicate his/her disposition of the grievance, in writing, within five (5) school days of such meeting to the grievant, with a copy to the Association.
- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, (or ten (10) school days from date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within ten (10) school days, the Superintendent or his/her designee shall meet with the grievant or the grievant and a representative of the Association and shall indicate his/her disposition of the grievance, in writing, within five (5) school days of such meeting to the grievant, with a copy to the Association.
- F. If the grievant is not satisfied with the disposition by the Superintendent, or if no disposition has been made within the period above provided, the grievance shall be submitted to the Board of Education. Within twelve (12) school days from receipt of the written referral, the Board shall meet with the grievant or the grievant and a representative of the Association. A decision shall be rendered within eight (8) school days of the above-mentioned meeting.

**1.7 GRIEVANCE PROCEDURE, (cont.)**

- G. If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within ten (10) school days of the meeting outlined in F above, the grievance may, within ten (10) school days, be forwarded to the American Arbitration Association, and the parties shall proceed under procedures of the American Arbitration Association until resolution.

The decision of the arbitrator shall be final and binding on both parties.

It shall be the function of the arbitrator, and he/she 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. A decision shall be rendered within thirty (30) calendar days.

1. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. The Board and the Association shall share the fees and expenses of the arbitrator equally. 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.
- H. Any grievance that is not referred to the next step in the grievance procedure within the time limits provided herein shall automatically be judged as accepted and shall not be the subject of another grievance.
- I. The grievance procedure shall not apply to the termination of services of a tenure teacher where the provisions of the Tenure Act shall apply.
- J. The time limits provided in this section shall be strictly observed, but may be extended by written agreement of both parties. In the event a grievance is filed after May 15 of any year, the time limits may be reduced by mutual agreement of both parties in order to effect a solution prior to the end of the school year or as soon thereafter as it is possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. Paid leave shall be provided to any teacher called by the Board to testify at an arbitration hearing held during normal working hours. Leave shall be provided an employee of the Board who is called by the Association to testify at an arbitration hearing that is held during the employee's normal working hours. The Association shall reimburse the cost of a substitute to the Board.
- M. 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 such adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.
- N. In the event that a grievance is filed that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, in writing, send the grievance directly to binding arbitration.
- O. Insofar as possible, the handling of all grievances under this section shall be done in a manner and at a time which will not embarrass, detract, inconvenience or penalize any student or group of students.
- P. It shall be the practice of all parties interested in the processing of a grievance to attempt to proceed during time which does not interfere with assigned duties.

## SECTION II -- EMPLOYMENT RELATIONS

### 2.1 ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 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.
- 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 their membership in the Association or collective professional negotiations with the Board, or because of their institution of any grievance under its Agreement.
- C. The Board agrees to grant the rights contained in 1-4 below exclusively to the Association or its representatives:
  - 1. To use school buildings for Association meetings, provided that when special custodial service is required, a reasonable charge may be made. The meetings shall be scheduled in advance with the Superintendent.
  - 2. To transact official Association businesses on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
  - 3.
    - a. To use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the school costs of all materials and supplies incident to such use and assume responsibility for damages to this equipment caused by negligence, careless use, or by movement from its original location and its return thereto.
    - 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 concerns on teacher's bulletin boards in faculty lounges, at least one of which shall be provided in each faculty lounge. The Association may use the intra-school mail service and teacher mailboxes for communications to teachers.
- D.
  - 1. The Board agrees to furnish to the Association in response to written requests presented to the Superintendent:
    - a. All available information needed by the Association to process grievances and for negotiations as provided by law.
    - b. Names and addresses of all teachers, salaries paid thereto, educational background, certification, employment date, leave information 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 inform the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major provisions of education policy, which are

**2.1 ASSOCIATION RIGHTS AND RESPONSIBILITIES (cont.)**

proposed or under consideration; and the Association shall be given opportunity to make a recommendation to 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 a copy of the agenda to the Association president.
- H. The Association shall receive a copy of tentative minutes of each regular Board meeting. Such minutes shall be sent to the Association at the same time such is sent to Board members.
- I. The Board shall place on the agenda of each regular Board Meeting any matters brought to its consideration by the Association so long as those matters are made known, in writing, to the Superintendent's Office six (6) days prior to said regular meeting.
- J. The Association shall be granted a minimum of ten (10) days of release time without loss of pay for officers, delegates, committee chairpersons, and/or members to take part in business, which pertains to the Association. The Association shall notify the Board at least five (5) school days in advance of its intent to use any of the days provided above and the names of the teacher or teachers to be absent. If less than five (5) school days notice is given, or if more than two (2) teachers are to be gone, the availability of substitutes must be confirmed. The Association shall pay for the cost of substitutes needed to provide the ten (10) days of release time provided above.
- K. The Association may hold meetings five (5) minutes after students are dismissed, with teachers excused to attend these meetings, provided:
  - 1. They are not held in conflict with teacher's classroom duties.
  - 2. That previously announced administrative meetings take precedence.
  - 3. Building Principals be notified of the meetings at least 24 hours in advance.

**2.2 TEACHER RIGHTS AND RESPONSIBILITIES**

- A. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher, except when it seriously interferes with the teacher's efforts to provide a quality education to all students in the Bentley School District.
- B. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap or membership in an organization concerning the activities of any employee organization.
- C. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher the rights he/she may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere in this Agreement.
- D. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- E. The official personnel file shall be maintained at the Superintendent's Office. Materials kept in building files are official only if copies of materials therein contained are forwarded to the teacher and to the Superintendent for inclusion in the official files at the time they are placed in the Building file. Teachers shall have the right to a copy of any materials included in such file.
- F. Teachers shall have the right, upon request, to review the contents of their own personnel file. A representative of the Association may be requested to accompany the instructor to such review. Confidential credentials (and related personal references) normally obtained at

**2.2 TEACHER RIGHTS AND RESPONSIBILITIES, (cont.)**

the time of employment are specifically exempted from such review and shall be removed prior to the review of the file. A teacher will be given the opportunity to file a response to any adverse material placed in the personnel file and the response shall be made a part of the said file. If the teacher is asked to sign material placed in the file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with its content.

- G. Each teacher shall supply the Superintendent with transcripts of all completed academic work.
- H. Each teacher shall provide the Business Office with any changes relative to: name, address, telephone number, and information on the person to be contacted in case of emergency.

**2.3 BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The exercise of powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The Board may delegate any and all duties of the Board as defined in this Agreement.
- D. If the current incumbent vacates the Athletic Director's position, nothing in the contract prevents either party from filing a unit clarification petition with Michigan Employment Relations Commission (MERC) regarding the proper unit placement of the Athletic Director Assignment.
- E. The Board and the Association shall continue to meet in order to negotiate calendar and/or other parts of the Master Agreement in order to meet State requirements or to improve the working conditions therein listed.

**2.4 HIRING, VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. Transfers
  - 1. The Board recognizes that in making assignments, the interests and aspirations of its teachers should be considered. Requests by a teacher for a transfer to a different class, building, or position for the following year shall be made in writing to the Superintendent, with a copy sent to the Association by April 15. The application shall set forth the reasons for the transfer request, the school, grade, or position sought, and the applicant's academic and professional qualifications. Such requests shall be reviewed prior to making assignments for the following school year. Requests for transfer shall be renewed each year to receive consideration by the Board.
  - 2. An involuntary transfer may be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall review the requests for transfers on file prior to making involuntary transfers. The Superintendent shall notify the affected teacher(s) in writing of reason(s) for the transfer with a copy to the Association.

**2.4 HIRING, VACANCIES, PROMOTIONS, AND TRANSFERS, (cont.)**

- B. Vacancies
1. Long-Term Vacancies – those vacancies that occur after the start of the school year, and it is known that they will last until the end of the school year. Long-term vacancies shall be filled by laid-off members of the bargaining unit based on their certification, seniority, and experience.
    - a. In the event that the lay-off list fails to yield a teacher with the proper certification to fill a vacancy, then an involuntary transfer of a certified teacher to fill the vacancy may be made for the balance of the school year.
      1. If two (2) or more teachers desire the transfer, then the most senior teacher shall be assigned to the position.
      2. If no teacher desires to make the transfer, then the least senior teacher shall be transferred.
      3. In the event the vacancy cannot be filled from the lay-off list or by involuntary transfer, it shall be filled at the discretion of the Board.
  2. Short-Term Vacancies - Those vacancies that occur during the school year whose duration will be less than the school year.
    - a. Short-term vacancies shall be filled by laid-off members of the bargaining unit based on their certification and seniority when the absence is expected to be fifteen (15) teaching days or more.
    - b. Members of the bargaining unit substituting on a short-term basis shall be paid the daily wage rate for a substitute teacher established by the Board. A member of the bargaining unit working on a daily substitute basis for the same teacher for a period exceeding fifteen (15) consecutive teaching days shall receive the salary compensation they would be entitled to as a member of the teaching staff, retroactive to the first day of the assignment.
    - c. Members of the bargaining unit who are substituting on a short-term basis shall qualify for fringe benefits under this contract after sixty (60) calendar days for the same teacher. Fringe benefits earned under this provision shall terminate upon completion of the teaching assignment.
  3. All teachers who are on the lay-off list who desire to be considered for positions listed in 1 and 2 above must notify the Board each year of their desire to participate.
- C.
1. When a teaching vacancy occurs within the bargaining unit prior to the close of the school year for the next school year, the Superintendent shall promptly notify the Association President. Notice of same shall be posted with accompanying job description and minimum requirements on bulletin boards in each school building for no less than five (5) school days before notice of vacancy is sent to any other party. A telephone call shall be made to each laid off teacher who is certified and qualified to fill such vacancy, with a copy of the notice sent by certified mail if he/she cannot be contacted by telephone.
  2. Whenever a non-teaching vacancy occurs, it shall be posted for no less than five (5) school days on bulletin boards in each building with accompanying job descriptions and minimum requirements.
- D. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure shall be followed:
1. Teachers with specific interests in possible bargaining unit vacancies will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer address.
  2. Should a bargaining unit vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent and notified of the vacancy.

**2.4 HIRING, VACANCIES, PROMOTION, AND TRANSFERS (cont.)**

3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three (3) calendar days of receiving such notification.
  4. The Association President shall receive a copy of notice of vacancy by certified mail.
  5. If the vacancy should occur between August 1 and the start of the school year, the vacancy shall be filled in the following manner:
    - a. Most senior currently employed members of the bargaining unit who, prior to the close of the school year, submitted to the Superintendent's Office a request for a re-assignment to another grade and/or subject matter.
    - b. If there is no replacement found under the provisions of **a.** above, then the vacancy shall be considered as a "temporary" vacancy and shall be filled from the lay-off list of bargaining unit members based on their certification and seniority.
    - c. If the vacancy cannot be filled as outlined in **a.** and **b.** above, then it shall be filled at the discretion of the Board.
- E.
1. Bargaining unit members shall be given the opportunity to bid on all posted vacancies listed in **c.** above. Application shall be made, in writing, within five (5) school days of the date of posting. All posted vacancies shall be filled on the basis of certification, seniority, experience, and qualifications in order.
  2. a. Qualifications for placement in position for teachers hired after September 1, 1993, or returning from lay-off shall be based on:
    - 1.) Grades K-5
      - a.) K-8 certification or certificate endorsement and
      - b.) Successful teaching experience at the K-5 level, including student teaching experience.
      - c.) If a K-8 certified teacher becomes unassigned and the only vacancy is at the K-5 level, involuntary transfers may be made to assure the least senior teacher being laid off.
    - 2.) Grades 6-8
      - a.) K-8 or 7-12 certification or certificate endorsement or,
      - b.) Successful teaching experience at the 6-8 level, including student teaching experience and,
      - c.) A major or minor or the equivalent hours in the specific teaching area or,
      - d.) Successful teaching in the past ten (10) years in the specific discipline.
        - (1) Teachers shall be assigned in the area of their majors or minors.
      - e.) Teachers assigned to Grades 7-8 shall have earned the certification as above or student teaching experience during the past five (5) years in the discipline with sufficient hours to meet North Central requirements.
        - (1) Teachers who are deficient in meeting the requirements for Grades 6-8 above for assignment in any of those grades shall earn at least three (3) semester hours of credit each year until qualifications are met.

**2.4 HIRING, VACANCIES, PROMOTIONS, AND TRANSFERS, (cont.)**

- 3.) Grades 9-12
    - a.) 9-12 certification or certificate endorsement and a major, minor, or the equivalent hours to meet North Central requirements in the specific discipline or,
    - b.) Certification and student teaching in major or minor or,
    - c.) A successful experience in the specific discipline during the past five (5) years, with sufficient hours to meet North Central requirements.
      - (1) Teachers who are deficient in meeting North Central requirements shall earn three (3) semester hours of credit each year until qualifications are met.
  - 4.) All Grades Special Education
    - a.) Special certification and qualifications as required by law and fully approved and qualified for reimbursement.
  - 5.) All laid-off teachers shall be informed by certified mail of the new and/or additional qualifications necessary for placement, immediately after ratification of this Agreement by both parties.
- F. Proof of certification and/or qualification shall be in the Superintendent's Office by the deadline for submission of applications for a posted position. If proof of certification and/or qualification cannot be presented at that time, then evidence that certification and/or qualifications are met by the starting date of the assignment will be accepted. Examples of proof may be: Letters from the college or university, enrollment in necessary course works with successful completion prior to the start of the assignment.
- G. In case an administrator, who was not previously in the bargaining unit, is assigned to the classroom, his/her seniority date shall be established as that date on which he/she began the classroom assignment, and his/her placement for seniority purposes shall be based on that date.

**2.5 TEACHER'S CERTIFICATIONS, QUALIFICATIONS, AND ASSIGNMENT**

- A. All new teachers employed by the Board for any regular classroom teaching assignment shall hold a valid Michigan Teaching Certificate.
- B. Teacher shall not be assigned outside the scope of their teaching certificates and their major or minor fields of study except on a temporary basis, in cases of emergency or to prevent undue disruption of the instructional program. Temporary shall be defined, for the purposes of this Section, as not to extend beyond the current semester in Grades 7-12 and in the current school year in Grades K-6. In such instances a written statement of reasons shall be provided to the teacher and to the Association.
- C. All teachers shall be given written notice of their tentative assignments for the forth-coming year no later than the last teacher workday in June. In the event that changes in such assignments are necessary, all teachers affected shall be notified promptly. In no event will changes in teachers' assignments be made later than the first day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be notified in each instance.
- D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Addendum B or D, and summer school courses, shall not be obligatory. Preference in making such assignment will be given to teachers employed in the District. The Association will make every effort to assist the Board in filling these positions.

**2.6 REDUCTION IN PERSONNEL, SENIORITY, AND RECALL**

- A. Seniority, for the purpose of this Agreement, is defined as continuous years of active service with the bargaining unit, subject to the restrictions herein:

**2.6 REDUCTION IN PERSONNEL, SENIORITY, AND RECALL, (cont.)**

1. Seniority credit shall accumulate for any semester if one-half (1/2) or more of a semester is taught in a school year.
  2. Teachers, whose normal assignment is less than full time, shall accrue full seniority for the year.
  3. Teachers on paid leave of absence, such as, but not limited to, illness and/or disability, shall accumulate seniority credit during the period of such leave.
  4. Teachers on a voluntary leave of absence shall not accumulate seniority credit during the period of voluntary leave.
  5. Teachers on leave of absence that permits the teacher to accrue seniority can accrue a maximum of three (3) years of seniority credit.
  6. Teachers on lay-off shall keep the Superintendent's Office informed of current address and telephone number.
  7. All seniority is lost when employment is severed by resignation, retirement, discharge for cause; however, seniority is retained if severance of employment is due to lay-off. In the cases of lay-off, teachers so affected shall retain all seniority accumulated as of the effective date of the lay-off. This provision is effective with the June 30, 1985 Seniority List, and is subject to provisions of 2.6, A.6, above.
  8. Accumulated seniority for those teachers on lay-off shall be the number of years shown on the seniority list dated June 30 of each year and attached as Addendum "G".
- B. A seniority list shall be prepared by the Board and verified by the Association.
1. It is the individual employee's responsibility to notify the Superintendent's Office of any changes or anticipated changes in certification and/or endorsements. Such notice must be given prior to May 1 if to be used in making assignments from current seniority list, and appropriate documentation provided as soon as possible.
  2. When two (2) or more employees have the same years of seniority, they will be ranked in order of their date of hire by the Board.
  3. When two (2) or more employees have the same years of seniority and Board hire date, the individuals affected will participate in a drawing, when hired, to determine placement on the seniority list. The Association and teachers so affected will be notified, in writing, of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance. The Association shall draw for any affected teacher not present.
- C. The seniority list will include 1.) years of seniority, 2.) Board hire date, 3.) type of certification, 4.) areas of certification, and 5.) current assignments. The seniority list shall be published and posted conspicuously in all buildings of the District by November 1 of each school year. Individuals and the Association shall have five (5) school days to respond with challenges to the seniority list.
- Revisions and changes in certification shall be reported to the office of the Superintendent by April 15. A copy of the revisions shall be forwarded to the Association by May 1<sup>st</sup>.
- D. No teacher shall be laid off except for the following reasons:
1. An actual or anticipated decline in enrollment.
  2. An actual or anticipated decline in revenues.
  3. When revenues are not sufficient to meet additional costs created by mandated programs and personnel.
  4. To provide for teachers to return from leaves under Section IV.

**2.6 REDUCTION IN PERSONNEL, SENIORITY, AND RECALL, (cont.)**

- E. Lay-offs when necessitated shall be effectuated in the following manner:
1. The Association shall be given an opportunity to provide input to the Board regarding possible cuts or reinstatements of programs and/or services prior to Board action or public notice. The Board shall develop and provide to the Association, following consultation with the Association, the staffing needs and the programs for the District. The list of positions shall be given to the Association prior to assignments being made.
  2. Beginning with the first name on the seniority list, each individual shall be placed in an assignment in the following order or priority:
    - a. Current assignment or assignment held during past five (5) years.
    - b.\* Another department or grade in their current building for which they are certified and qualified.
    - c.\* Current grade or department in another building for which they are certified and qualified.
    - d.\* Another grade or department in another building for which they are certified and qualified.
    - e. If no vacancy is available in any grade or department for which the individual is certified and qualified, in any building, the individual will then be laid off.

\* If a choice of building, grade, or department is a factor, the teacher's choice shall be honored.
  3. Teachers affected by lay-offs shall be given notice of intended lay-off as soon as the determination is made.
  4. If the assignments under this Section are not made in accordance with Section 2.6, E. 2, the Association may challenge the assignment. If, after discussion, the challenge has not been resolved, the matter may be transmitted by either party to the Superintendent's level of Section 1.7, as provided in this Agreement, except that expedited arbitration shall be used unless otherwise agreed by the Board and the Association.
- F.
1. Laid off teachers shall be recalled to the first vacancy for which they are certified and qualified in reverse order of lay-off. All laid off teachers, when recalled, shall be returned to their same position, if available, in line with seniority, or if it does not exist, to a similar position for which they are certified or qualified.
  2. When a teaching vacancy occurs during the period between the close of school and August 1, of the bargaining unit members that apply, the most senior qualified person shall be granted the position, provided that the position he/she currently holds can be filled by the most senior qualified person on the lay-off list.
- G. A laid-off teacher shall be considered laid off until he/she is reinstated in the District. Refusal of an offer from the Board of a position for which the laid-off teacher is certified or qualified, or failure to respond within five (5) working days of the receipt of a written offer of a position made by the Board shall be just cause for termination.
- H. Notification of a recall shall be in writing with a copy to the Association. This notification shall be sent by certified mail to the teacher's last known address. It is the teacher's responsibility to keep his/her address with the Superintendent's Office current.
- I. No new staff shall be hired until all staff on leave or lay-off, in accordance with this Section, have been offered an opportunity, in writing, to return to active employment to a position for which they are certified and qualified.
- J. No senior teacher shall have the right to bump a less senior teacher, unless the more senior teacher is to be laid off.

## **2.7 TEACHER EVALUATION**

- A. Both parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. To this end, the following procedure has been agreed to:
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly, with the full knowledge of the teacher and in a professional manner.
- C. Tenure teachers shall be evaluated at least every two (2) years; probationary teachers shall be evaluated a minimum of two (2) times per year. Tenure teacher evaluations shall be completed by May 1 of the years they are evaluated. Probationary teachers shall be evaluated, as nearly as possible by November 1 and March 1 of each year. If a serious problem is evident, additional observations and evaluations may be scheduled.
- D. All evaluations shall be made in writing, with each being based on observations of not less than a forty (40) minute period. Continuing observations may be included in written evaluations but must be identified as such.
- E. The teacher shall have an opportunity to make known the objectives, methods, and materials planned for the teaching-learning situation immediately following the observation.
- F. Each visitation shall be followed by a personal conference between the teacher and his/her evaluator within ten (10) school days for the purpose of clarifying the written evaluation report and aiding the teacher in developing professional competence. A copy of the evaluation shall be given to the teacher at this time. The probationary teacher shall be entitled, upon request, to have his/her mentor at the evaluation conference. Teachers shall be entitled, upon request, to have an Association representative present at the conference.
- G. If an evaluator finds a teacher lacking, the reasons shall be articulated in writing, with identification of the areas in which the teacher is to improve. In subsequent evaluation reports, all previous deficiencies shall be discussed and included in the written evaluation.
- H. Teachers will be informed that their signature on the evaluation only means that they have seen the evaluation results and shall not be interpreted to mean agreement with the content. If the teacher disagrees with the evaluation, he/she may submit a written answer, which shall be attached to the file copy of the evaluation. Further, if the teacher requests it, the administration will arrange for subsequent evaluations to be made by a different administrator.
- I. The form to be used for evaluations and the standards of evaluation are attached as Addendum "F".
- J. At the beginning of the year, probationary teachers shall be assigned a mentor to aid in orientation to the school system and to aid in professional development. The mentor shall not evaluate the teacher, but shall be assigned to assist in the professional growth of the teacher. Such assignment shall be made by the building principal, in consultation with tenured faculty.
- K. It is understood and agreed by the parties that the evaluation procedure set forth in this Section is subject to the grievance procedure. It is further understood that the evaluation of the teacher and the criteria used to evaluate the teacher are not subject to the grievance procedure.

## **2.8 DISCIPLINE OF TEACHERS**

- A. Teachers shall comply with this Agreement and written rules, regulations, and directives adopted by the Board, or its representatives, which are not inconsistent with provisions of this Agreement.
- B. Both parties recognize that deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or performance shall be promptly reported to the offending teacher. The Association shall assist the teacher in

**2.8 DISCIPLINE OF TEACHERS, (cont.)**

correcting breaches of professional behavior.

- C. No teacher shall be disciplined, demoted, reduced in rank or compensation, dismissed, suspended with or without pay, deprived of any professional advantage, or reprimanded without just cause.
- D. The Board agrees to follow a policy of progressive discipline which includes verbal warning, written warning, reprimand, suspension with pay, suspension without pay and discharge. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated such action.
- E. The Board reserves the right to suspend any teacher at any time for gross misconduct or gross incompetence pending termination hearings. In such a situation, a teacher shall be entitled to a hearing before the Board of Education.
- F. A teacher shall at all times be entitled to have a representative of the Association present.
- G. All reprimanding and disciplining shall be done in person. If a teacher is to be reprimanded or suspended by a principal or other administrator, he/she shall be informed in advance of the purpose of the meeting and advised of his/her rights to representation prior to the taking of any action whatsoever.
- H. A teacher shall receive at the time of the occurrence of that incident involved, a copy of any written material that is placed in his/her personnel file and may respond within seven (7) school days from receipt of such material, in writing. Such responses shall be placed in the teacher's personnel file. Distribution of copies shall be noted on the original. No official records concerning a teacher may be kept elsewhere than in the teacher's personnel file.
- I. Any complaint made against a teacher, or person for whom the teacher is administratively responsible, by any parent, student, or other person, will be promptly called to the attention of the teacher, if said complaint is likely to be made a part of the teacher's record. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

**2.9 IN-SERVICE EDUCATION**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, and leaves for work on advanced degrees or special studies. In addition, time and training shall be given for teachers to acquire the methodology and understandings requisite for programmatic changes instituted by the School District.
- B.
  - 1. Release time equaling one (1) day for each teacher may be provided for the purpose of teacher visitation to observe other educational programs.
  - 2. The Board shall reimburse the teacher's actual amounts of registration, transportation, meals in conjunction with the conference and lodging for all professional visitations and conferences approved in advance. Approved leaves shall not be deducted from leave pay.

**SECTION III -- TEACHING CONDITIONS**

**3.1 STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A.
  - 1. The Board recognizes its responsibilities to give support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms and where students of the Bentley Schools may be supervised by a teacher of the Bentley Schools. Whenever it appears to the teacher that a particular student requires the attention of special counselors, or other professional persons, or whenever it appears that the presence of a particular student in a class will impede

**3.1 STUDENT DISCIPLINE AND TEACHER PROTECTION, (cont.)**

the education of the balance of the class because of disruptions caused by said student, that student will be referred, in writing, giving full details to the Principal's Office.

2. If the problem persists, the teacher shall contact the parents to discuss the problem with them. If, after the contact by the teacher with the parents, the problem still persists, then the Principal shall attempt to schedule a conference with the parents, principal, and the teacher, in an attempt to resolve the problem. After the conference, the Principal shall prepare a report, with a copy to the parents, the teacher, and a copy placed in the student's file.
- B. A teacher may exclude, on a temporary basis, a pupil from one (1) class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the Principal immediately and will furnish as promptly as his/her teaching obligations will allow, details of the incident in writing. The pupil shall not be returned to the class before consultation by the Principal and the teacher. This article shall in no way diminish the authority of a Principal to return a student to a classroom.
  - C. There shall be established rules and regulations at all grade levels setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Individual teachers, in cooperation with the Building Principal, shall establish rules and regulations for student behavior in their classroom. The teacher shall periodically review the rules and regulations with his/her students and shall post a copy of them in the classroom.
  - D. It shall be the responsibility of teachers to assist in maintaining effective control of students within their own building and on all school property.
  - E. Teachers shall not leave a class unattended except in an emergency situation.

**3.2 PROTECTION OF TEACHERS**

- A. Any case of assault concerning a teacher in connection with the performance of his/her duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. Legal fees incurred by the Board and/or time lost by a teacher while employed by the Board in connection with an incident mentioned in Section 3.2 shall not be charged against the teacher unless proven guilty by a court of knowingly and willfully acting in an illegal manner.
- C. Legal counsel mentioned in A above shall be selected by the Board.

**3.3 INSTRUCTIONAL MATERIALS**

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The administration will confer with the teachers from time to time for the purpose of improving the selection and use of such educational tools.
- B. A teacher shall insure that all sides of a controversial issue are presented equally and that the topic and material used will be appropriate to the maturity level and intellectual ability of the student.

**3.4 FACILITIES**

- A. The Board shall provide:
  1. A furnished and vented teacher's lounge in all buildings and separate restroom facilities specifically identified for staff use.

### **3.4 FACILITIES, (cont.)**

2. Locked storage space for instructional materials in each classroom.
  3. Typing and duplicating facilities and a copying machine for teachers' use to aid in the preparation of instructional materials.
  4. Telephone facilities available to all teachers for private conferences with parents and teachers' reasonable use.
- B. When the temperature of a classroom or building is below 60 degrees at the beginning of the school day and there is reason to believe this temperature will not raise above 65 degrees within the hour, another room will be made available which is properly heated.

### **3.5 HEAD TEACHER**

- A. The administrator of each building, where there is only one (1) administrator assigned, shall, at the beginning of each school year, or each semester, designate a head teacher who shall be authorized to act for the administrator when such administrator is absent from the building and unable to act, should the need arise. The teacher appointed must provide, in writing, his/her acceptance of appointment. The name of the head teacher and his/her duties shall be provided, in writing, to the staff. If the teacher's liability insurance will not cover him/her acting in such administrative capacity, the Board shall obtain insurance coverage specifically covering the teacher acting in administrative capacity during the absence of an administrator. The limits of the liability insurance shall be no greater than that provided to the administrator being replaced. Head teachers shall be compensated by multiplying their daily wage as a teacher times the administrative factor for the position they are filling. The administrator will provide, when possible, advance notification of absence. Head teacher(s) may not evaluate or discipline teachers.
- B. A teacher, while acting as head teacher, shall be expected to meet his/her regular classroom obligations.
- C. The duties and responsibilities of the head teacher shall be developed by the Building Principal.
- D. The position of head teacher shall not be a staff vacancy for the purpose of appointment and shall be appointed by Principal selection and not any other provision of this Agreement, except as outlined in this Section.
- E. If the Building Principal is absent or is expected to be absent for five (5) or more consecutive days, an Acting Principal shall be appointed.

### **3.6 TEACHERS' DAY AND HOURS**

- A. Teaching Hours – A full-time teacher's normal teaching hours shall be as follows:
1. Grades 7-12 - 7 ¼ consecutive hours per day including a lunch period.
    - a. All full-time teachers in Grades 7-12 shall have five (5), sixty (60) minute planning periods per five (5) day week
    - b. All teachers teaching less than full-time shall have the following planning periods:
      - 1). Teachers with three (3) or more classes per day shall be given five (5), sixty (60) minute planning periods per five (5) day week
      - 2.) Any teacher whose teaching assignment is involuntarily reduced below three (3) classes per day shall receive five (5), sixty (60) minute planning periods per five (5) day week
      - 3.) Any teacher whose teaching assignment is voluntarily reduced, who is recalled, or a new hire, shall receive one (1), sixty (60) minute planning period per week for each period taught per normal teaching day.

**3.6 TEACHERS' DAY AND HOURS, (cont.)**

2. Grades K-6 - 7 ¼ consecutive hours per day including a lunch period
  - a. All full-time teachers in Grades K-6 shall have five (5), thirty (30) minute planning periods per five (5) day week.
  - b. All teachers teaching less than full-time shall have the following planning periods:
    - 1.) Teachers with three (3) classes or more or one-half (1/2) time or more shall be given five (5), thirty (30) minute planning periods per five (5) day week.
    - 2.) All teachers whose teaching assignment is involuntarily reduced below three (3) classes or one-half (1/2) time per day, shall receive five (5), thirty (30) minute planning periods per five (5) day week.
    - 3.) Any teacher whose teaching assignment is voluntarily reduced, recalled, or who is a new hire, shall receive one (1), thirty (30) minute planning period per week for each period taught per normal teaching day.
3. The beginning and ending times for each building shall be established by the Board within the limits established in 1 and 2 above.
4. All full-time teachers shall have a duty-free uninterrupted lunch period of at least thirty (30) consecutive minutes.
5. Planning periods provided for in 1 and 2 above are for the express purpose of performing professional duties relating to the teacher's assignment, such as instructional preparation, parent and/or student conferences.
6. Teachers shall be available before and/or after student hours for parent conferences and student assistance.
7. If teachers wish to leave the building during the noon hours, they shall first notify their Supervisor. In event of any emergency, the teacher may be required to stay.
8. Teachers shall not be required to report to school or to remain at school when weather and/or building conditions cause cancellation of school for students.
9. The Administration shall be permitted to adjust the reporting and leaving times of Special Services Personnel.
10. In case of an emergency, as determined by the Administration, a teacher may be excused early without subjecting the Board to an unfair labor practice in respect to discrimination as to length of workday.
11. The Association will have the use of two (2) days for meetings, one in the fall and one in the spring.

**3.7 TEACHING LOADS**

- A. In the spring, when planning estimated class sizes for the following school year:
  1. Elementary class loads shall be held at a maximum of thirty (30) students per section for each grade level. The district will employ a teacher's aide when circumstances require that a class load exceed thirty (30) students per section.
  2. North Central regulations regarding class size shall be observed in assignment of teachers in Grades 7-12. For planning purposes, no academic class shall be scheduled with more than thirty (30) students. The district will employ a teacher's aide when circumstances require a class load to exceed thirty (30) students per section.
  3. The Administration and Association agree that exceptions to the maximum number

**3.7 TEACHING LOADS, (cont.)**

of students per class may be made by mutual agreement after the official Fourth Friday Count.

- B. Teaching loads shall be consistent for all teachers for grade levels within the elementary school (Kdg.-6) and subject areas in secondary schools (7-12). Changes in teaching loads may be made at the discretion of the Superintendent for justifiable reasons.
- C. Elementary teachers may be assigned split grades only when no other alternative is available. In such cases students shall be selectively chosen and the maximum class size shall be 25.
- D. No additional students may be assigned to teachers when substitute teachers are not available, without the teacher's consent.
- E. If a substitute is not available, any classroom teacher or Special Services teacher may substitute during his/her planning period, but under no circumstances shall this teacher be required to substitute during this planning period.
- F. Compensation for hourly substituting shall be at the rate established in Schedule D in Addendum D.

**3.8 SPECIAL STUDENT NEEDS**

- A. The employer agrees to abide by, and enforce the provisions of IDEA, its regulations, federal laws, state special education laws and rules, Section 504 and its regulations, and applicable Genesee Intermediate School District Guidelines pertaining to the provision of programs and services to students with disabilities.
- B. The Board shall maintain up-to-date copies of the Genesee Intermediate School District Special Education Guidelines and State and Federal laws and regulations concerning Special Education in the Special Education Director's Office.
- C. Every bargaining unit member shall be provided, at least annually, in-service training regarding:
  - 1. The multi-disciplinary evaluation team (MET), IEPC and 504 processes, and the role and responsibilities of the member and other participants in each;
  - 2. The continuum of special education programs and services, including aids and supports, for both students and staff, whether currently available within the District or not, and required IDEA and 504 practices which might address the individual needs of a student with disabilities;
  - 3. The Least Restrictive Environment (LRE) mandate under IDEA and 504, including its meaning and how it is to be implemented; and
  - 4. The method to be used for referring students for testing for possible Special Education placement.
- D. The teacher shall be notified of the results of the referral for testing.
- E. Any teacher involved with a special needs student shall be permitted to participate in any case conference relative to the educational placement, review, or adjustment of the student's program. Teachers shall be released for case conferences held during the school days.
- F. Special needs students will be assigned, as evenly as possible, to the various classes and/or subjects.

No bargaining unit member, except a school nurse, shall be required to provide school health services except in an emergency situation.

## SECTION IV - LEAVE PAY

### 4.1 LEAVE DAYS

- A.
  1. At the beginning of each school year, each teacher shall be credited with ten (10) days to be used for absence of the teacher for reasons outlined in B. below.
  2. Of the ten (10) days allowed above in A-1, four (4) days may be used as personal leave days upon request to the Building Principal, with at least 72 hours notice, except in emergency situations. Personal days shall not be used to extend a holiday or vacation period. Personal days may be used immediately preceding or following a holiday or vacation when the necessity for the day clearly falls beyond the control of the teacher.
  3. The B.E.A. President will be awarded one (1) additional leave day each semester as compensation for time spent in processing employee concerns that cannot be handled during the regular business day.
  4. Each teacher shall establish his own Individual Sick Leave Bank, of thirty (30) days, which shall be in addition to the sick leave provided by the Board each year. The Individual Sick Leave Bank is designed to assist the teacher to meet the forty-five (45) calendar day waiting period to qualify for Long-Term Disability. The Individual Sick Leave Bank shall be established as follows:
    - a. Unused Board-provided sick leave from the previous year will be credited to the next year's Individual Sick Leave Bank.
    - b. At the end of a school year, unused current year's sick leave in excess of thirty (30) days may either be compensated at the daily substitute rate or deposited in the Individual Sick Leave Bank. Payments will be made prior to June 30 of each year. The accumulated Individual Sick Leave days may be used only for personal illness or disability of the teacher.
  5. Any faculty member who maintains perfect attendance during the school year shall be awarded additional compensation in the amount of \$250, payable at the end of the fiscal year.
  6. Employees reaching their 11<sup>th</sup> year of service to the Bentley Schools and not yet to longevity will be given one (1) additional personal day each year. This benefit will cease when the employee receives longevity pay.

### B. ILLNESS AND DISABILITY / IMMEDIATE FAMILY

1. The ten (10) provided leave days may be used for the following:
  - a. Personal illness or disability: the teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.
  - b. Illness of an immediate family member: serious illness or medical care of spouse, child, or other dependent, which requires the presence of the teacher in order to provide the necessary care, or the critical illness of the spouse, child, parents, or in-laws. Documentation of family member's illness will be required upon return.

### C. BEREAVEMENT LEAVE

In addition to the ten (10) sick/leave days, a teacher shall be granted three (3) consecutive working days in case of death of each member of the immediate family, which shall include spouse, children, parents, brothers, sisters, and in-laws, grandparents, and grand-children. Should travel be necessary in connection with such a death, a teacher may be granted a maximum of two (2) additional work days, chargeable against leave days, for travel purposes, with the approval of the Building Administrator.

### D. NOTIFICATION OF ABSENCES AND RETURN PROCEDURES

1. In case of intended absence, teachers shall be required to notify the designated district contact person by 6:30 a.m. on the day of the intended absence and shall

**4.1 LEAVE DAYS, (cont.)**

- include the following: teacher's name, school, job assignment, date, and a request for a substitute.
2. If teachers are unable to contact the designated person, they shall contact and notify any member of the school supervisory staff.
  3. Teachers returning to work after an illness of more than six (6) school days may be required to submit a doctor's statement certifying that the teacher is capable of returning to work.
- E. If the Board has reason to believe that a teacher is unable to satisfactorily perform his/her professional duties, the Board may require the teacher to submit to a medical examination by a physician of the Board's choice at the Board's expense. A teacher may submit a report of examination by his/her own physician which shall be considered in conjunction with the Board's report in any decision regarding the teacher.
- F. In the event that evidence indicates that a teacher is abusing the use of sick leave days, the use of said days may be disallowed at the discretion of the Superintendent. However, the teacher shall be presented the evidence, in writing, and shall be entitled to a hearing before the Board and Superintendent.
- G. A teacher who is absent for any reason on a day that a scheduled session of school is cancelled shall not be charged with a loss of leave days, provided he/she worked the day prior to or works the day following the cancelled day(s).
- H. Any teacher who is subpoenaed to testify during school hours in any judicial or administrative procedure on school-related matters, or who shall be asked to testify in any arbitration or fact-finding, shall be paid in full for such time, subject to the restrictions in Section 1.7.
- I. A teacher who is unable to teach because of personal illness or disability (for an extended period of time and who has not been placed on long-term disability) shall be placed on leave of absence without pay for a period of up to one (1) year. The leave may be renewed by the Board, at the request of the teacher, for an additional one (1) year. The Board agrees to continue to provide the health insurance benefits, provided in this Agreement, to the end of the teacher's contract year, or to the limits specified by the rules and regulations of the insurance carrier.
- J. Any teacher who dies while in the employ of the District will leave an estate entitlement in the amount of his/her earned and unpaid salary plus payment of 25 percent of his/her accrued leave days at his/her existing daily rate.

**4.2 SABBATICAL LEAVE**

- A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for teacher improvement of up to one (1) year. It is agreed that teacher improvement includes, but is not limited to: attending college, university, or other educational institution, and travel which will improve the teacher's ability to teach.
- B. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and shall be paid one-half (1/2) of his/her salary and full insurance benefits; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- C. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
- D. Upon returning from sabbatical leave, the teacher shall be restored to the same teaching position; or if it does not exist, to a position of like nature and be placed on the salary schedule as the teacher would have been if he/she had taught in the District during the sabbatical period.

**4.2 SABBATICAL LEAVE, (cont.)**

- E. The teacher obligates him/herself to return for two (2) years; otherwise, the grant becomes a loan to be repaid within one (1) year with no interest for the first six (6) months. After six (6) months any unpaid balance shall be assessed at an interest factor of six percent (6%) per annum.

**4.3 MISCELLANEOUS LEAVES**

A. Jury Duty:

A leave of absence shall be granted to a teacher called for jury duty. The Board shall pay an amount equal to his/her daily wage rate to each teacher called for jury duty, less the amount received for jury duty, for each day on which the teacher is required to report for or perform jury duty. Teachers shall notify their supervisor of the call for jury duty as soon as it is received.

B. Military Leave:

1. Any teacher who is inducted into any branch of the armed forces shall be granted a military leave, without pay, for the duration of their inducted service, such inducted service period shall not exceed two (2) years, plus ninety (90) days.
2. Any teacher who receives an honorable discharge from the armed forces, and applies for re-employment with ninety (90) days of receipt of said discharge, may be re-employed at the beginning of the semester following application, or as soon as a position for which the teacher is certified and qualified is available.
3. Any teacher so re-employed shall be reinstated without loss of status or seniority.

C. Child Care:

A leave of absence without pay and fringe benefits, may be granted to a teacher for the purpose of child care. Said leave shall begin at the request of the teacher. The teacher shall apply to the Board for the leave at least thirty (30) calendar days prior to the date the leave is to begin (See Section 4.4 B.1).

1. The initial leave shall be for six (6) weeks or the remainder of the semester in which it is taken, whichever is the greater. A leave shall be extended for the remainder of the school year at the request of the teacher.
2. This leave may be extended beyond the school year in which it is taken, for a period not to exceed one (1) year upon the request of the teacher.
3. If both parents involved are teachers employed by the Bentley School District, such leave will be granted to only one (1) of them.

D. In the event that a reduction in staff is deemed necessary, a teacher who is not affected by the lay-off may apply for and will be granted a voluntary personal leave of absence for one (1) year during the staff reduction, subject to the following restrictions:

1. Application must be made to the Superintendent by May 15 for the following school year. The leave will be granted only from the end of the teacher's contract year to The end of the next teacher contract year.
2. The Board must be able to fill the position of the teacher requesting the leave with a teacher currently on staff, thereby preventing a teacher with less seniority being laid off.
3. Once the leave is granted, the agreement regarding the leave is binding to both parties.
4. At the time the leave expires, the teacher shall be returned to the position he/she held or to a position of like nature or, in cases of further reduction of staff, to the seniority list for assignment. Additional voluntary personal leaves may be granted to the teacher who requests such and meets the criteria for the leave.

**4.3 MISCELLANEOUS LEAVE. (cont.)**

5. A teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums at the Board office. This Section is contingent upon approval by the respective insurance carrier.
- E. In the event that a reduction in staff is deemed necessary, two (2) teachers who would not be affected by a lay-off may, by mutual agreement of the two (2) teachers and the Board, divide one (1) full-time teaching assignment into two (2) equal part-time teaching assignments for the school year, so that the number of teachers to be laid off can be reduced. The position that would be created must be a full-time position. The following conditions must be followed if this procedure is agreed upon:
1. The agreement between the two (2) teachers and the Board must be produced in writing with each teacher, the Board and the Association receiving a copy by July 1.
  2. The agreement to share the teaching position must be for the entire school year.
  3. A full year's seniority will accrue for all parties involved, as stated in Section 2.6 A.
  4. Nothing in this Section shall supersede Section 2.6.
- F. Teachers may be granted unpaid leave by the Board for reasons not covered in this Agreement.

**4.4 GENERAL PROVISIONS**

- A. Leaves of absence without pay shall be granted subject to the following conditions:
1. The teacher shall request a leave or extension, in writing, at least thirty (30) school days prior to the date on which the leave is expected to commence.
  2. All leaves and extensions are subject to Board approval.
  3. A teacher shall be notified whether or not the leave or extension is granted within thirty (30) school days of receipt of application.
  4. Leaves shall be granted to those teachers who meet the conditions of the leave as set forth in this Agreement, except in cases of extensions, sabbatical, and those not specified in the Agreement, which shall be at the discretion of the Board.
  5. The requirements of 1 and 3 above may be waived at the discretion of the Board.
- B. Return Procedures:
1. Teachers on approved leaves of absence shall retain all credit toward leave, seniority, and salary increments accrued prior to the beginning of the leave. No such credit shall accrue during any such leave unless specifically stated in this Agreement.
  2. A teacher returning from a leave of absence of one (1) year or less shall return to the position he/she left or, if it does not exist, to a position of like nature. If a position is not available, or if leave is for more than one (1) year, he/she shall be placed on the seniority list and assigned to the first available opening for which he/she is certified and qualified. If the teacher has not been placed in a position within two (2) years of the date of written notice of intent to return, leave shall be terminated, and the teacher shall be assigned based on the same criteria as is applied to all members of the bargaining unit.
  3. All teachers returning from leave shall be offered positions for which they are certified and qualified before any new teacher is assigned.
  4. Teachers on leave shall notify the Board, in writing, not less than forty-five (45) calendar days prior to the expiration of leave whether they desire to return to employment, extend the leave, or terminate employment. Teachers not conforming to this requirement may have their employment terminated. The Board shall notify

**4.4 GENERAL PROVISIONS, (cont.)**

the Association President of non-conformance to the above requirement by any teacher. Action to terminate employment shall not be taken for a period of five (5) days after notice to the Association President.

5. No leave of absence shall be granted for a period of more than one (1) school year. The Board may grant an extension of the leave for an additional one (1) year at the request of the teacher.

**SECTION V -- COMPENSATION AND BENEFITS**

**5.1 INSURANCE PROTECTION**

- A. The Board agrees to provide the following fringe benefits:

Insurance protection from the modified MESSA PAK Program for a full twelve-month period. (Internal and external coordination of benefits shall be included.)

1. MESSA PAK A shall include:
  - a. MESSA Super Care II, with XVAIL, preventive care, \$100/\$200 deductibles, and \$5.00 prescription co-pay. The Board will not reimburse the deductibles or the prescription co-pay. No dual MESSA health coverage will be allowed. Employees will pay only insurance premium cost increase over and above eight percent (8%) for the 2004-2005, 2005-2006 and 2006-2007 school years (September through August) from the previous year's premium amount.
  - b. Long-Term Disability at 66 2/3 percent of the monthly salary, up to a maximum of \$5,000.00 with a forty-five (45) calendar day wait; 2-year alcoholism/drug addiction; 2-year mental/nervous.
  - c. Delta Dental:  
  
80/80/80/50 with a \$1,000.00 annual maximum and \$1,300.00 lifetime benefit on ortho (adult included) for those without coordination of benefits  
50/50/50/50, with a \$1,000.00 annual maximum, and \$1,300.00 lifetime benefit on ortho (adult included) for those employees whose spouses are covered by an employer-paid dental insurance plan with internal and external coordination of benefits.
  - d. Term Life Insurance in the amount of \$45,000.00 with AD & D. (\$5000.00 included with health)
  - e. VSP-3 Vision Insurance.
  - f. Preventive Care Rider.
2. The MESSA PAK B shall include:
  - a. Delta Dental:  
Same as PAK A
  - b. VSP-3 Vision Insurance.
  - c. Term Life Insurance in the amount of \$50,000.00 with AD & D.
  - d. Long-Term Disability the same as in MESSA PAK A.
3. Teachers not electing PAK B shall receive \$200 for 2004-07 cash in lieu of health insurance per month, which the teacher may apply, under the Board's qualified Section 125 Plan, to any of the authorized annuity carriers to which the Board is currently remitting annuity payments.

**5.1 INSURANCE PROTECTION, (cont.)**

4. Teachers who have Board-provided term life insurance have a 31-day conversion right upon termination of employment. Any teacher electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 31 days of their last day of employment.
- B. In the event that a teacher has exhausted paid leave days, the above-mentioned fringe benefits shall continue uninterrupted through the duration of the contract year. Thereafter, the individual may maintain fringe benefits at no cost to the Board to the extent allowable by the carrier.
- C.
  1. Employees hired before September 1, 1992, (newly hired, current, and laid-off) who are employed one-half (1/2) time or more or those whose assignment is involuntarily reduced, shall receive full fringe benefits under this Section.
  2. Teachers hired after September 1, 1992, on regular, but less than full-time basis, shall be entitled to fringe benefits on a pro-rata basis.
- D. Teachers newly hired and/or those who return from lay-off or leave of absence shall be eligible for Board paid insurance coverage upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced.
- E. Changes in family status shall be reported by the teacher to the Superintendent's Office within thirty (30) days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.
- F. To be eligible for the Board-provided insurance protection, teachers must be able to perform the "at work requirements" with the Board before benefits are effective.
- G. The Association reserves the right to make known to the District any alternate comparable Insurance Plans which are offered by the current provider should the current provider introduce a product that is comparable but at no additional cost to the District. The Association reserves the right to have the product offered to the membership in addition to the current plan. The eight percent (8%) provision, found in Section A, above, shall apply also to any alternate plan.

**5.2 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 in Addendum A. The salary schedule is based on the calendar year attached in Addendum E and F. The increase in salary is tied to the State Aid Foundation Grant with a minimum of one percent (1%) and a maximum of three percent (3%). (Example: If the Foundation Grant is below 1%, teachers would receive a one percent (1%) increase. If the Foundation Grant falls between 1% and 3%, the teachers would receive an equal percentage increase. If the Foundation Grant is 3% or above, the teachers would receive a three percent (3%) increase.)  
  
The basis for the calculation of the 2004-05 salary schedule shall be the 2003-2004 salary schedule. Subsequent salary schedules shall be based upon the previous year's salary schedule.
  2. All teachers having been employed for fifteen (15) or more years by the Board shall receive a Longevity Payment according to Schedule C (Addendum C), in addition to the salary shown in Schedule A.
  3. The Agreement establishes a "Professional Standards Committee" consisting of each Building Principal as well as one teacher from each building. It will be the responsibility of this committee to receive and approve semester credit for individual application on Schedule A beyond that required by law. In order to receive support, applicants must prove, to the satisfaction of the committee, that all credits earned have a direct bearing on their current assignment and/or will directly enhance/expand the programs and services of the District.

**5.2 COMPENSATION, (cont.)**

4. All changes in salary resulting from completed academic work upon submission of transcripts, by November 1 for first semester and by March 1 for second semester.
5. It shall be the responsibility of the teacher to submit to the transcripts required to establish proof of completed academic work or degree earned.
6. All newly hired teachers shall be given credit for experience outside the system up to a maximum of eight (8) years' experience. Experience credit shall be given for K-12 teaching experience in public, private, charter, and parochial schools and alternative education programs. Experience shall not be granted for home schooling, tutoring, and profit-based private instructional entities. Exceptions may be made for social workers, counselors, and other non-direct instructional support services. Experience may be granted for single placement long-term substitute teaching.
7. Newly hired teachers shall receive credit for experience on the salary schedule up to a maximum of two (2) years for active service in the Armed Forces, if the service in the Armed Forces came after the teacher was a fully certified teacher. Credit for experience on the salary schedule shall be calculated as follows:
  - a. 0-5 months service – no credit.
  - b. 6-17 months service – one (1) year credit.
  - c. 18+ months service – two (2) years credit.

Current employees shall continue to receive service credit as previously calculated.

- B. Faculty will be compensated at the daily substitute rate for unused sick bank days upon their retirement and/or resignation from the District, pro-rated by years of service to Bentley. The rates of compensation are:

<u>Years of Service</u>	<u>% Compensation</u>
10-14	25%
15-19	50%
20-24	75%
25+	100%

- C. Upon retirement, each teacher shall receive pay for unused current year sick/leave days at the daily substitute rate for all current year's unused sick/leave days.
- D. Payment for unused current year's sick/leave days will be at the basic substitute teacher rate for 5 days or less. For six (6) days or more, payment shall be at the supplemental substitute teacher rate established by the Board. These rates shall also apply to Section 4.1 C.
- E. Any faculty member who maintains perfect attendance during the school year shall be awarded additional compensation in the amount of \$250, payable at the end of the fiscal year.
- F.
  1. The salaries of coaches and sponsors covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement in Addendum "B".
  2. Teachers may apply for appointment to any and all Schedule B positions. Any teacher appointed to be a coach or advisor shall serve for one year only. There shall be no expectation, either implied or inferred, that any teacher serving as a coach or advisor under schedule B shall continue in that position by virtue of having worked in that capacity previously.
  3. No aspect of performance for any Schedule B position, including evaluations made and/or disciplinary action taken by the Board shall be subject to the grievance procedure outlined in Article 1.7, nor placed in any bargaining unit member's personnel file, nor used in any aspect of his/her professional job performance. For purposes of this Agreement, members of the bargaining unit serving as coaches or advisors are to be considered "at-will" employees for that portion of their work.
  4. Should a person serving as a coach or advisor be terminated for cause from their coaching or advisory position prior to the end of contractual obligation, or should a coach or advisor resign voluntarily, the payment for their salary under Schedule B

**5.2 COMPENSATION, (cont.)**

shall be prorated based upon the percentage of the season or school year they completed while serving in this capacity.

5. Non-bargaining unit members may apply for, and be appointed to serve, in any coaching or advisor capacity covered by Schedule B. Bargaining unit members shall not be given preference in the appointment of coaches and/or advisors except for the following positions: HS Student Council, MS Student Council, National Honor Society, Media Coordinator, NCA Committee Members. All appointments shall be approved by the Superintendent upon the consultation and advice of administrative personnel. If both a staff and non-staff person apply for the same posted position, and a non-staff person is given the position, the Superintendent shall provide the staff person with reasons why he/she did not receive the appointment. The decision to appoint an individual to a Schedule B position shall not be grievable.
- G. The compensation for miscellaneous activities covered by the Agreement are set forth in Schedule D which is attached to and incorporated in this Agreement in Addendum D.
- H. Payroll Deduction: Payroll deduction shall be available for all MESSA, MEAFS programs, annuities, credit unions, and charitable donations. Other deductions may be made with Board approval.

**SECTION VI -- OTHER**

**6.1 MISCELLANEOUS PROVISIONS**

- A. Student Teacher Assignments:  
Assignment of student teachers shall be made only with teacher consent. Any remuneration received from the college shall be paid to the supervisory teacher.
- B. School Improvement/Accreditation:
  1. School Improvement Plans: Participation by a teacher on any building or District's school improvement committee is voluntary.
  2. Teacher representation on committees will be chosen by the teachers in each building.
  3. Participation or non-participation on a building or District school improvement committee shall not be used as a criterion for evaluation.
  4. Recommendations made by any school improvement committee shall not violate the Master Agreement, Board Policy, or State or Federal laws.
- C. The Board and Association agree to the designation to three (3) teachers from each school to serve as liaison representatives between the faculty and Administration on activities which may include, but are not limited to the following:
  1. Serving as members of an interview or screening committee.
  2. Serving as faculty representatives on school accreditation teams.
  3. Polling or surveying of faculty to determine prevailing opinion on a given issue not related to bargaining or interpretation of the Master Agreement.
  4. Representatives serving in this capacity shall be designated as members of the Faculty Council.
  5. Compensation shall be covered by the Agreement s set forth in Schedule B. All tenured teachers shall be eligible for annual election by the building faculty. Faculty elected to these positions shall, in so far as is reasonable, represent all grades and/or disciplines taught in their respective buildings.

**6.1 MISCELLANEOUS PROVISIONS, (cont.)**

D. Dean of Students

Members of the Association may volunteer to serve as “Dean of Students” should such vacancies become available in one or more buildings. Individuals who assume this role must be a tenured member of the faculty, and will assist the Principal in one or more of the following areas:

1. Student supervision during the day.
2. Monitoring student attendance.
3. Assisting with student discipline.
4. Assisting with school improvement, testing, and curricular needs.
5. Handling parent concerns, as needed.
6. Serving as building leader in the absence of the principal.

The decision to appoint the “Dean of Students” shall be made by the building Principal, in consultation with the Superintendent. Appointments are valid for a maximum of one school year, and only for the building to which they are assigned. However, appointments may be extended for one additional year by mutual agreement between the teacher and the Principal. During their term as Dean, faculty who serve in this capacity shall remain members of the bargaining unit and will not be allowed to participate in supervisory activities regarding other members of the Association. Compensation for those appointed shall be the same as for regular teaching staff, as well as hours and days of work. Those who serve as Dean shall continue to accrue seniority, and may return to their previous assignment at the beginning of the next school year should they so desire.

E. A joint Committee will be formed between members of the Teaching Staff, at all levels, and the Administration, to develop a plan for usage of Professional Development Days.

F. Highly Qualified

All teachers shall meet the requirements of Highly Qualified as provided by the No Child Left Behind Act (NCLB) Act (NCLB) of 2001. The Board will reimburse any teacher who passes a subject area proficiency test or tests upon presentation of State verification.

Should the NCLB Act of 2001 be amended, the Association and Board agree to meet to resolve any differences, if any.



**STEP II**

Date received by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

Date received by Board of Education or Designee \_\_\_\_\_

Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP IV**

Date submitted to Arbitration \_\_\_\_\_

Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

**6.3 AMENDMENT FORM**

Between Association and Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature for Association

\_\_\_\_\_  
Signature for Board

\_\_\_\_\_  
Signature for Association

\_\_\_\_\_  
Signature for Board

Tentative \_\_\_\_\_ Date \_\_\_\_\_

Tentative \_\_\_\_\_ Date \_\_\_\_\_

Final \_\_\_\_\_ Date \_\_\_\_\_

Final \_\_\_\_\_ Date \_\_\_\_\_

## 6.4 **CALENDAR**

Closing of school due to inclement weather or other circumstances beyond the control of the Board:

- A. If days of the calendar are lost due to inclement weather or other emergencies, and if the State Law requires 180 days of instruction by the end of the school year in effect, the days needed to fulfill this legal requirement will be scheduled no more than three (3) full days following the end of the scheduled school year. Any additional days will be scheduled on the basis of ½ day of student instruction.
- B. Days to be rescheduled, when necessary, shall be added to the school calendar the first day after the day scheduled as the “last day” for students. If the extended school year becomes necessary, the last teacher workday will coincide with the last student day, provided all records have been completed by the teacher.
- C. The Administration will attempt, in the event it is necessary to close a building or all buildings, to announce the close by 7:00 a.m. The radio stations that will carry any school closings will be announced each fall, and it shall be the responsibility of each teacher to listen for possible school closings though fan-out emergency calling lists may be developed and used at each building.
- D. Should State law be changed to allow for emergency closing days to be counted for State Aid, the calendars shall automatically end as agreed, provided the 180 day requirement for full State Aid is met.
- E. Should days in addition to the agreed upon calendars become necessary to meet the 180 day minimum requirement, the two (2) parties will meet prior to May 1, to review the proposed extension and make arrangements for its implementation.
- F. The Association agrees that the school calendar will be extended so that the requirements for full State Aid will be met and that the salaries shown in Addendum A, shall be the full salaries for the calendar year.

## Addendum A

### SCHEDULE A

#### Salary Schedule 2006-2007

Step	BA	BA+18	MA	MA+15	MA+30
0	32,769	34,408	36,127	37,935	39,831
1	33,654	35,336	37,102	38,958	40,907
2	35,503	37,282	39,144	41,102	43,158
3	37,455	39,327	41,294	43,360	45,526
4	39,516	41,492	43,567	45,746	48,033
5	41,693	43,775	45,964	48,493	50,676
6	43,984	46,183	48,493	50,918	53,465
7	46,400	48,722	51,157	53,715	56,401
8	48,956	51,404	53,974	56,673	59,508
9	51,648	54,232	56,942	59,788	62,778
10	55,263	58,026	60,927	63,973	67,171

**Addendum B**  
**SCHEDULE B**  
2007-2008

Varsity Football	\$3,500
JV Football	\$2,500
Asst. Football	\$2,000
MS Football	\$1,750
Varsity Basketball	\$3,500
JV Basketball	\$2,500
MS Basketball	\$1,750
Varsity Volleyball	\$3,500
JV Volleyball	\$2,500
MS Volleyball	\$1,750
HS Wrestling	\$3,500
MS Wrestling	\$1,750
Varsity Baseball/Softball	\$3,500
JV Baseball/Softball	\$2,500
MS Baseball/Softball	\$1,750
HS Track	\$3,000
MS Track	\$1,750
Golf	\$1,500
HS Cheerleading	\$1,500
MS Cheerleading	\$1,000
Class Sponsor	\$3,000
Marching Band`	\$2,500
Elementary Art/Music	\$2,000
Drama Director	\$3,500
Assistant Drama	\$2,000
HS Student Council	\$2,500
MS Student Council	\$1,000
National Honor Society	\$1,500
HS Clubs	\$1,000
MS/Elementary Clubs	\$500
Media Coordinator	\$2,500
NCA Committee Members	\$2,500

A joint Committee shall be formed between members of the Administration, Athletic Director, and the affected personnel to set guidelines for Job Descriptions and standards of performance.

## Addendum C

### SCHEDULE C Longevity Pay 2007-2008

All teachers with more than fourteen (14) years of service to the Bentley community Schools are entitled to receive longevity pay according to the following scale:

<u>Years of Service</u>	<u>Amount</u>
15	\$500
16	\$700
17	\$900
18	\$1100
19	\$1300
20	\$1500
21	\$1700
22	\$1900
23	\$2100
34	\$2300
25	\$2500
26	\$2700
27	\$2900
28	\$3100
29	\$3300
30	\$3500

Teachers with years of service beyond thirty (30) shall continue to receive additional payment at a rate of \$200 per each year served.

## Addendum D

### **SCHEDULE D** Miscellaneous Salaries 2007-2008

1.	Chaperones for activities	\$15.00 per hor
2.	Intramural sports	\$15.00 per hour
3.	Hourly substitute teaching	\$15.00 per hour
4.	Athletic Events -timers -scorers -ticket takers	\$20.00 for 2 games \$10.00 for 1 game
5.	Drivers' Education	\$25.00 per hour
6.	Head Teacher	Hourly rate plus premium of 25% of hourly rate. (Paid only if Teacher is working in the classroom simultaneously to performing Head Teacher duties.)

### Addendum E, cont.

<b>2007-2008 TENTATIVE SCHOOL CALENDAR</b>	
<b>Dates</b>	<b>Description</b>
August 28 and 30	Teacher Workday - No Students
August 29	Professional Development - No Students
August 31 - September 3	Labor Day Vacation - No Students
September 4	First Student Day
September 28	Professional Development - No Students
October 26	Professional Development - No Students
November 1	End of 1st Marking Period
November 2	Teacher Workday - No Students
November 6	No Teacher / No Student Day
November 21	Teacher Comp Day - No Student Day
November 22 & 23	Thanksgiving Holiday - No Students
December 24	Start of Winter Break - No Students
January 4, 2008	End of Winter Break - No Students
January 7	Students Return To School
January 17	End of First Semester
January 18	Teacher Workday - No Students
January 21	Professional Development - No Students
February 15	Start of Mid-Winter Break - No Students
February 18	End of Mid-Winter Break - No Students
February 19	Students Return To School
March 11	Professional Development - No Students
March 20	End of 3rd Marking Period
March 21	No Student Day
March 24	Teacher Workday - No Students
March 31	Beginning of Spring Break - No Students
April 4	End of Spring Break - No Students
April 7	Students Return To School
May 22	Last Student Day (Kindergarteners attend full day)
May 23	Teacher Workday
May 26	Memorial Holiday - No Teacher Day
May 27	Teacher Workday / Last Teacher Day

Addendum E, Cont.

## Addendum F

# TEACHER EVALUATION FORM

Teacher: \_\_\_\_\_ Status: Tenure \_\_\_ Probationary \_\_\_ 1 yr. \_\_\_ 2 yrs. \_\_\_ 3 yrs. \_\_\_ 4 yrs. \_\_\_

Building: \_\_\_\_\_ Position: \_\_\_\_\_

Pre-Observation Conference: \_\_\_\_\_ Observation Date(s): \_\_\_\_\_

Post-Observation Conference: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

This instrument recognizes the need for adequate and proper evaluation of all teachers pursuant to Article \_\_\_\_ of the Master Agreement between the Bentley Board of Education and the \_\_\_\_\_ Education Association.

The process of evaluation indicates his/her perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area marked unsatisfactory.

THE EVALUATOR'S SIGNATURE INDICATES THE PERSON RESPONSIBLE FOR CONDUCTING THE EVALUATION. THE TEACHER'S SIGNATURE INDICATES THAT HE/SHE HAS READ THE EVALUATION. THE TEACHER HAS THE OPTION OF ATTACHING A LETTER OF DISSENT, IF SO DESIRED.

**S** SATISFACTORY  
**U** UNSATISFACTORY  
**NA/NO** NOT APPLICABLE/NOT OBSERVED

### I. SUBJECT MATTER CONTENT

A.	KNOWLEDGE OF TEACHING AREA	S	U	NA/NO
1.	Exhibits a sound background and understanding of the subject matter required of the position.	9	9	9
2.	Keeps abreast of current theory and practice in his/her field.	9	9	9
3.	Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information.	9	9	9

OBSERVATIONS LEADING TO JUDGEMENT: \_\_\_\_\_

\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

\_\_\_\_\_

B.	METHODOLOGY	S	U	NA/NO
1.	Stimulates interest in subject area.	9	9	9
2.	Utilizes a variety of teaching and learning techniques designed to serve the differing abilities of the students.	9	9	9
3.	Subject content is consistently relevant.	9	9	9
4.	Student inputs are encouraged and treated with respect.	9	9	9
5.	Varied resources are used appropriately.	9	9	9

OBSERVATIONS LEADING TO JUDGEMENT: \_\_\_\_\_

\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

\_\_\_\_\_

C.	EVALUATION	S	U	NA/NO
1.	The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.	9	9	9

2.	The capability of the student is taken into consideration, as well as the amount of effort the student has expended.	9	9	9
3.	Accurate records are kept.	9	9	9
4.	Assignments are reviewed and turned back promptly.	9	9	9

OBSERVATIONS LEADING TO JUDGEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

\_\_\_\_\_

\_\_\_\_\_

**II. MANAGEMENT**

A.	<b>ORGANIZATION AND DIRECTION</b>	S	U	NA/NO
1.	The teacher organizes classroom routines in an efficient manner.	9	9	9
2.	Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.	9	9	9
3.	Most of the teacher's time is devoted to teaching and learning activities.	9	9	9

OBSERVATIONS LEADING TO JUDGEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

\_\_\_\_\_

\_\_\_\_\_

B.	<b>CARE OF ROOM AND EQUIPMENT</b>	S	U	NA/NO
1.	The teacher exerts reasonable care to see that furnishings are kept in good condition.	9	9	9
2.	Maintenance needs are promptly reported.	9	9	9
3.	Audio-visual and other learning tools are used and stored properly.	9	9	9
4.	Students are guided in sharing the responsibility for care of furnishings.	9	9	9

OBSERVATIONS LEADING TO JUDGEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

\_\_\_\_\_

\_\_\_\_\_

C.	<b>DISCIPLINE</b>	S	U	NA/NO
1.	The teacher promotes a friendly environment which is conducive to learning.	9	9	9
2.	Building and classroom rules are made known to the students.	9	9	9
3.	Breaches of discipline are handled according to the district and building policy.	9	9	9
4.	Students are dealt with in a fair and consistent manner.	9	9	9

OBSERVATIONS LEADING TO JUDGEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

\_\_\_\_\_

\_\_\_\_\_

**III. RELATIONSHIPS**

A.	<b>SELF-RELATIONSHIPS</b>	S	U	NA/NO
1.	Exhibits a positive attitude.	9	9	9

2.	Exercises initiative.	9	9	9
3.	Encourages others by his/her attitude toward the position.	9	9	9
4.	Seeks out new ideas.	9	9	9
5.	Is open-minded.	9	9	9
6.	Is willing to give and receive assistance.	9	9	9
7.	Implements suggestions in a professional manner.	9	9	9

OBSERVATIONS LEADING TO JUDGEMENT: \_\_\_\_\_

\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

\_\_\_\_\_

\_\_\_\_\_

B. INTERPERSONAL RELATIONSHIPS

1.	Relationships with students, colleagues and parents are honest and forthright.	S 9	U 9	NA/NO 9
2.	Dignity and rights of people are respected.	9	9	9
3.	Shows consistent interest in students' academic and social growth.	9	9	9
4.	Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs.	9	9	9

OBSERVATIONS LEADING TO JUDGEMENT: \_\_\_\_\_

\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

\_\_\_\_\_

\_\_\_\_\_

C. INSTITUTIONAL RELATIONSHIPS

1.	Shares freely and constructively any criticism or ideas for improved of education in the district.	S 9	U 9	NA/NO 9
2.	Seeks resolution of the professional concerns and personnel problems through appeal channels developed by Administration and the Association.	9	9	9
3.	Observes district and building rules, administrative regulations, agreements and policies.	9	9	9
4.	Reports and bookkeeping are accurately kept and promptly turned in when requested.	9	9	9

OBSERVATIONS LEADING TO JUDGEMENT: \_\_\_\_\_

\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

\_\_\_\_\_

\_\_\_\_\_





**Addendum H**

**CONTRACT OF EMPLOYMENT**

TENURE -or- PROBATIONARY Teacher

***Bentley Community School District, Burton, Michigan***

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of the Bentley Community School District, Burton, Michigan, hereafter called the "Board" and FIRST LAST, (SS#) hereinafter called the "Teacher".

1. This Contract is subject to a collective labor agreement, if any, heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of the teachers employed by the Board. The terms of such collective labor agreement are incorporated herein, and by accepting this Contract, you agree to be bound by all such terms, including wage deduction provisions thereof.
2. That said Teacher is employed and hereby agrees to teach in said School District for the 2004-2005 school year, which consists of 183 contractual days.
3. That said Board shall pay said Teacher, based on STEP Years Experience and a DEGREE Degree, the sum of \$-----.

+ Longevity	\$-----
+ Additional Teaching (1/6)	\$-----
<b>Total Compensation</b>	<b>\$-----</b>

Said compensation to be paid in installments, as shown below:

The salary balance shall be paid as: 26 -or- 21 Pays at \$-----

4. That said Teacher is a TENURE -or- PROBATIONARY Teacher as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra session, as amended.)
5. That said Teacher represents that he/she holds a valid Michigan Teaching Certificate and is legally certified to teach, at the time this Contract begins. Note: This Contract is void if the Teaching Certificate expires by limitation or if it is suspended or revoked.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate by the Superintendent, and the Teacher, this 27<sup>th</sup> day of August 2004.

\_\_\_\_\_  
Teacher's Name  
District

Board of Education  
Bentley Community School

This contract must be signed and returned by  
\_\_\_\_\_

Superintendent of Schools

## Addendum I

### EMPLOYEE ABSENCE REPORT FORM

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

DATE(S) OF LEAVE \_\_\_\_\_ # OF DAYS \_\_\_\_\_ OR # OF HOURS \_\_\_\_\_

" SICK - SELF

" SICK - FAMILY ILLNESS (ATTACH DOCUMENTATION )

" PERSONAL

" FUNERAL

" VACATION

" COMP

" UNPAID

" OTHER

" CHILD CARE LEAVE

" DOCK (SALARY EMPLOYEES ONLY)

Employee Signature \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

**ADDENDUM J**  
**LETTER OF UNDERSTANDING**  
**BETWEEN THE**  
Bentley Board of Education (“Board”)  
and the  
Bentley Education Association (“Association”)

March 14, 2006

**TEACHING LOADS 3.7**

The District will employ a teacher’s aide or provide compensation for all class loads that exceed thirty (30) students per section or hour. The decision for non-compulsory student overages will include, but are not limited to: seniority, willingness to receive overages, and preference of compensation or aide as stated in the yearly teacher’s placement letter. The final decision for overages and the type of compensatory measure will lie with the Administration, and will be based on a set criteria which will be made available to staff upon request.

Compensation, for overage exceeding thirty (30) students, will be in the amount of \$2.00 per student, per contact hour, per marking period. The compensation will be awarded based on the number of students over thirty at the beginning of each marking period, starting with the second Monday of the school year, and there will be no adjustments (i.e. additional students, students leaving, or student absences, etc.) during marking periods. Payment will be made in a lump sum on the second check of each marking period.

The understanding is also that this is retroactive from the start of the 2005-2006 school year.

**BENTLEY EDUCATIN ASSOCIATION**

By \_\_\_\_\_  
It’s President

By \_\_\_\_\_  
Chief Negotiator

By \_\_\_\_\_  
Negotiations Team Member

By \_\_\_\_\_  
UniServ Director

**BOARD OF EDUCATION**

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
President, Board of Education

By \_\_\_\_\_  
Secretary, Board of Education

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.