

Master Agreement
between the
Bendle Board of Education
and the
Bendle/Carman-Ainsworth Adult and
Alternative Education Association



September 1, 2010 – August 31, 2012

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Article 1

Recognition

- A. The Bendle Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 379 of the Michigan Public Acts of 1965, as amended, for all Adult High School and Alternative Education teachers, counselors*, regardless of hours worked, but excluding substitutes, classroom aids, supervisory and executive personnel employed by the Board. The term "teacher" when used hereafter in this agreement shall refer to all employees in the bargaining unit.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- C. It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for teaching Adult High School Completion classes and Alternative Education. These duties shall be assigned only to a person who is, or will become, a member of the bargaining unit represented by the Association, or pay a service fee to the Association in an amount set yearly pursuant to CHICAGO TEACHERS' UNION V HUDSON (1986). Any exceptions to the above will be mutually agreed to between the Association and the Board of Education.

***See Appendix C**

Article 2

Association Membership and Dues

- A. All teachers shall have the right to join the Association. Neither party shall exert pressure or discriminate against a teacher regarding their preference on membership.
- B. Any teacher who is not a member of the Bendle/Carman-Ainsworth Adult and Alternative Education Association in good standing or who does not make application for membership within ten (10) days from the date of commencement of teaching duties shall, as condition of employment, pay as a service fee to the Association an amount set by the Bendle/Carman-Ainsworth Adult and Alternative Education Association (per Article 1) as determined by the MEA/NEA.
- C. Teachers, when electing to join the Association, shall have the option of paying their dues directly to the Association or authorizing their payment by payroll deductions. Teachers wishing direct payment of dues must pay the prorated amount for the semester they are working within thirty (30) days of the beginning of employment and the beginning of each semester thereafter.

- D. Teachers who desire to have their dues paid by payroll deduction must submit signed authorization to the Association. The Association shall provide a list of those teachers on payroll deduction to the Director of Community Services each semester. Authorization for payroll deduction shall continue in effect until revoked in writing by the teacher.
- E. Beginning with the first payroll after the 21st calendar day of the semester, payroll deductions shall be made each pay period in equal amounts, as nearly as may be possible, during the teacher's semester.
- F. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent service fee, the Board agrees promptly to remit to the Association said fees accompanied by an alphabetical list of teachers for whom such deductions have been made.
- G. The Association agrees to indemnify and save the employer, and all administrators harmless against any and all claims, demands, costs, suits or other forms of liability and all court or other administrative agency costs that may arise out of action taken by the employer for the purpose of complying with this Article. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel.
- H. Upon appropriate written authorization from the teacher teaching twelve (12) or more hours per week, the Board shall deduct from the salary of any teacher and make appropriate remittance, for Board approved annuities, Flint Area School Employees Credit Union, or any other plans or programs jointly approved by the Association of the Board.

Article 3

Teacher/Association Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended (PERA), the Board hereby agrees that Bendle/Carman-Ainsworth Adult and Alternative Education Association teachers for the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected board exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any adult high school teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the association, their participation in any activities of the Association or collective professional negotiations with the Board or their institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. Association members will be permitted the use of school building facilities, and equipment in accordance with school policies and procedures.
- C. Association members will be permitted to transact official business on school property in accordance with policies and procedures.
- D. Association members will be permitted to post notices of activities and matters of the Association in a designated place provided by the Board in accordance with policies and procedures.
- E. Association members will be allowed to use the internal mail service when school policies and procedures are followed.
- F. Association members shall not be prevented from wearing insignia, pins, or other identification of membership providing the wearing of same is not disruptive to the school's educational program.
- G. Written complaints received against a teacher shall be promptly reported to the teacher. Report of a substantiated complaint may be placed in the personnel file provided that the teacher is notified. The teacher may attach a written response.
- H. Verbal complaints may be discussed with the teacher, but shall not be placed in the personnel file.
- I. Assistance in Assault Cases:
 - 1. Teachers shall be required to report all cases of assault suffered in connection with their employment to the Director of Community Services. The Director of Community Services shall acknowledge receipt of such report in writing to the teacher.
 - 2. The school counsel shall inform the teacher immediately of his/her rights under the law and shall provide such information in writing or a personal conference with the teacher and the Director of Community Services and/or designee.
 - 3. The school counsel shall notify the teacher of his/her readiness to assist the teacher, as follows:
 - a. Shall assist and cooperate in obtaining from the police and/or from employees of the employer, relevant information concerning the accused.
 - b. Shall act in other appropriate ways as liaison between teacher, employer, police, and the courts.
 - c. Shall counsel the teacher in court appearances.

Article 4

Board Rights

The Board retains all rights, responsibilities, powers and authority vested in it by the laws and constitution of Michigan and the United States. All existing policies of the Board shall remain in effect unless they are in conflict with the terms of this agreement. Rights of the Board shall include by way of illustration and not by way of limitation, the right to:

1. Assign and direct all personnel limited only by the terms of this agreement.
2. Adopt reasonable rules and regulations not inconsistent with this agreement.
3. Determine the qualifications of employees.
4. Determine the location or relocation of its facilities and programs.

Article 5

Procedure for Handling Grievances

A. DEFINITION

A grievance shall be defined as claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

- B. A grievance must be filed within ten (10) working days of its occurrence or reasonable knowledge thereof.

C. INFORMAL LEVEL

If a unit member or the Association believes a grievable incident has occurred, the member or the Association shall request a meeting with the Facilitator of Adult or Alternative Education, or Supervisor of Adult Education within ten (10) days of its occurrence. If the grievant is not satisfied with the result of the meeting or the meeting is not held within five (5) days of the request, the grievance may be formalized in writing as provided hereunder.

D. FORMAL LEVEL 1

If a complaint is not resolved at the informal level between the affected grievant, the Facilitator of Adult or Alternative Education or the Supervisor of Adult Education, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association, appropriate administrator and, for informational purposes, to the Director of Community Services. The appropriate administrator shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s), Association, and the Director of Community Services.

E. FORMAL LEVEL 2

If the grievant is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Director of Community Services. Within seven (7) days after the grievance has been so submitted, the Director shall meet with the Association regarding said grievance. A written decision shall be rendered within five (5) days after the conclusion of said meeting, with copies to the Association and the grievant(s).

F. FORMAL LEVEL 3

If the Association is not satisfied with the disposition of the grievance at Level 2 or if no decision is rendered within the required time period, the grievance shall be transmitted in writing within five (5) days to a committee composed of the Superintendents of the Bendle and Carman-Ainsworth School Districts. Within seven (7) days after the grievance has been so submitted, the committee shall meet with the grievant. A written decision shall be rendered within five (5) days after the conclusion of said meeting with copies to the Association and the grievant(s).

G. FORMAL LEVEL 4

If the grievant is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been rendered within the required time period, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be the responsibility of the losing party.

H. Miscellaneous Conditions

1. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. All parties shall have access to the information necessary to the determination and processing of the grievance.
4. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for the purpose if a time cannot be scheduled during non-working hours as determined by the employer.

Article 6

Seniority/Layoff and Recall

- A. All seniority lists shall be prepared by the employer and verified by the Association in September of each year. Bargaining unit seniority is defined as length of active service within the bargaining unit, subject to exceptions and/or restrictions within this Agreement. Date of hire is defined as the first day of work as an employee covered under this Agreement.

Due to the recognition of the Carman Park/Baker Career Academy/AAA teachers as part of the bargaining unit on May 10, 2010, it is understood that the following employees became members of the bargaining unit on the date of their hire as employees of Bendle/Carman-Ainsworth.

Chris Christiansen
Joseph Hoffman
Molly Messinger
Patricia Miller
Marianne Naas
Carrie Sweeney
Holly Yiltalo

All paid leave, sabbatical leave, Workers' Compensation leave, and military leave shall count toward seniority. Approved personal leave and any other leaves, after which allowable use of accrued time has ceased, will not count toward seniority.

- B. A Program seniority list shall also be developed indicating date of hire within specific programs, subject to the exceptions and/or restrictions in A. listed above.

“Program” means:

Atlantis – Alternative Education High School
Stalker – Adult and Alternative Education Program

Carman Park/Baker Career Academy/AAA

- C. If two or more employees have the same date of hire, the last four (4) digits of each employee's social security number shall determine who is placed first on the bargaining unit and/or Program seniority list, i.e., the lower the number, the higher the seniority.
- D. There shall be no bumping across Programs. Bumping within Programs shall be allowed as long as the employee bumping is certified and qualified, and if the bump would not result in a layoff. Course selection within a Program will be by Program seniority as long as the employee is certified and qualified and the course selected would not result in the layoff of another employee.
- E. Seniority shall be lost when employment is severed by resignation, retirement, discharge for cause that is not resolved or overturned, or transfer to a non-bargaining unit position. Seniority shall be retained if severance of employment is due to layoff. Laid-off employees retain all seniority accumulated as of the effective date of layoff.
- F. Employees shall be laid off in inverse order of bargaining unit seniority, as defined in section A. above, provided the teacher retained is certified and qualified in all classes taught by the employee being displaced.
- G. "Qualified" for purposes of this Article shall be defined by the State of Michigan teaching certification and State or Federal requirements or guidelines.
- H. Employees shall be given notice of layoff within a minimum of fifteen (15) calendar days prior to the start of the fall and winter semesters. In emergency situations, when reduction in revenues and/or enrollment losses necessitate staff reduction at a time which makes it impossible to comply with the above notice requirement, ten (10) days advance notice shall be given to those affected by the reduction.
- I. Employees laid off may elect to continue insurance benefits at their own expense subject to the rules of the insurance carrier. Any and all accumulated leave time and/or benefits that are not paid at the time of layoff shall remain intact and credited to the employee upon recall.
- J. Laid-off employees shall have the right to be recalled to the first vacancy for which they are certified and qualified in order of bargaining unit seniority for up to three (3) years from the effective date of layoff.
- K. Notification of recall shall be in writing with a copy to the Association. The notification shall be delivered in person or sent certified mail to the last known address provided by the employee. The employee shall respond within ten (10) calendar days of receiving the certified mail.

- L. No new staff shall be hired in positions while certified and qualified employees are on layoff and have been offered the opportunity in writing to return to active employment to an available position for which they are certified and qualified.
- M. There is no intent by either party to create a different standard than what is required by the Michigan Teachers' Tenure Act as it applies to the recognized employees. If any portion of this Article is in violation of the Act, the remaining Sections of this Article shall remain effective and the parties will convene to negotiate that portion which is invalid.

Article 7

Assignments, Vacancies, and Transfers

- A. Before the end of each semester, the Director of Community Services, or his designee, will survey all teachers who are teaching to determine their preference and number of classes they desire to teach for the following semester.
- B. The Bendle/Carman-Ainsworth adult education program is committed to providing the very best education program to our communities; however, situations may rise where reductions in class offerings may be necessitated. Assignments for each program's semester shall be made according to the following procedure:
 - 1. Each teacher initially shall be assigned the same number of classes scheduled the previous semester unless the teacher elects to teach fewer classes or if fewer classes have been scheduled.
 - 2. Should any teacher's classes not be available, said teacher, based upon seniority, shall have the first right of assignment to any unassigned classes for which he/she is qualified after C is met.
 - 3. Should the teacher(s) still be unable to fill their previous load, then they shall have the right to select a class that they are qualified to teach from the lowest seniority teacher within their own program.
 - 4. Any classes still unfilled will be made available to teachers with seniority rights who were not actively teaching the previous semester.
 - 5. Any classes remaining unfilled shall be made available to teachers teaching less than full time on the basis of seniority, assuming they are qualified for the position.
 - 6. Any classes remaining unfilled shall be made available to teachers teaching full time on the basis of seniority, assuming they are qualified for the position.
 - 7. Remaining classes shall be posted in accordance with G below.

- C. Any teacher who had an assigned class dropped the prior semester shall, by seniority, have first choice of unassigned classes during the next semester.
- D. All assignments will depend on fundable student enrollment. Classes may be canceled up to the end of the count period for each respective class.
- E. A vacancy is defined as any new or existing position to which no current employee is assigned.
NOTE: Teachers hired to teach special funded programs will not be granted assignments as stated in B-1.
- F. All vacancies shall be mailed to all members and posted internally and externally for a period of seven days before being permanently filled. Outside applicants will not be considered until the internal process has been completed.
- G. Vacancies will be offered to applicants in the following order:
 - 1. Qualified bargaining unit members within the program
 - 2. Qualified bargaining unit members
 - 3. Outside applicants
- H. Vacancies shall be filled based upon seniority and qualifications. If two or more teachers apply for a position and all meet the posted qualifications, the vacancy shall be first offered to the teacher with the greatest seniority.
- I. Teachers hired to fill vacancies created by an approved leave shall not earn job rights under "B" above.
- J. No teacher shall be able to select a class from a lower seniority teacher after one week prior to the start of the semester.
- K. By mutual agreement between the Director of Community Services, or his designee, and the teacher, a class taught during the survey semester may not be offered the following semester. However, said teacher shall earn job rights, as in "B", for the semester following the semester in which the class was canceled.
- L. As a courtesy, posting for certified educational position vacancies in the regular programs of the Bendle and Carman-Ainsworth school districts shall be made available to bargaining unit members whenever possible.
- M. A split class is defined as a class that has two different subjects being taught simultaneously by one instructor. This does not apply to the following:

1. An independent study that a teacher is supervising
2. Computer based instruction.
3. Classes that have students who qualify as participants.

Teachers will be paid a stipend of \$250.00 for a .50 credit split class.

- N. A teacher who works between two or more buildings during a semester will be reimbursed at the Internal Revenue Service rate for travel between buildings. In addition, the teacher will receive a stipend of \$75.00 per eight week block.

Article 8

Working Conditions

- A. Teachers shall have access to rest rooms, separate from those used by students when possible. Teachers shall also have a separate lunch/break room when possible.
- B. Teachers shall have a mailbox in each building in which they teach or a designated location to pick up materials and communications.
- C. The Board recognizes that such things as appropriate texts, reference materials, supplies, audio-visual and other equipment, and proper facilities are necessary to run an effective educational program. The Board, therefore, agrees to keep the schools reasonably and properly equipped.
- D. When existing library facilities are available in buildings where adult high school classes are being taught, procedures for the use of these facilities can be arranged by the teacher with the Supervisor of Adult Education. The Board will make an effort to make library facilities available for student use.
- E. The Board shall attempt to keep the school buildings and other district facilities in a condition, which is conducive to provide quality programs for students enrolled in the Adult High School Completion Programs. Bargaining unit members are requested to report to the Supervisor of Adult Education, or his designee, any physical aspect of their classroom such as lights, ventilation, heat, and etc., which are not conducive to a high quality of education in order that attention can be given to any such deficiency.
- F. Storage space will be available to teachers in each building where classes are held.
- G. Whenever the administration has knowledge of any student with a violent/unstable history, teachers who have contact with said student shall be notified and provided assistance as needed.

- H. Teachers are workplace role models for students. Teachers set an example for students and a tone for learning.
- I. No employee covered by this Agreement shall be required to change any document in violation of program rules and regulations or policies and procedures.

Article 9

Loads, Contact and Preparation Time

- A. Class periods will be scheduled to meet the minimum number of hours required by the State Aid Act to receive funding. Should the state change the minimum contact time required of adult education students, it is the intent of the parties to meet minimum standards. The Board and the Association will meet to work out problems of implementation.
- B. Preparation time shall be used for responsibilities related to the preparation of classroom materials, evaluation of student papers, student conferences and other activities related to the teacher's classroom responsibilities.
- C. Counselors will not be eligible for contact and preparation time. Counselors will work three (3) days within the week prior to the beginning of school and three (3) days within the week after the last day of the year.
- D. Teachers will be paid for the following time at the accompanying rates after approval from the Director of Community Services or his/her designee:
 - 1. Registration \$17 per hour
 The counselor and/or academic advisor shall have first refusal for registration. Additional hours shall be filled by teachers, based on seniority.
 - 2. Moving (packing and unpacking) and set up \$10 per hour
 time for moving to another building or site.
 - 3. Extracurricular Clubs \$100 per eight (8) week
Block
 Extracurricular clubs shall be defined as an organized student activity facilitated by a teacher that:
 - 1. Has received approval from the building administrator.
 - 2. Meets before or after school or during a time the teacher would not normally be paid.

3. Meets for a minimum of thirty (30) minutes, face-to-face, with the club each week.
- E. Teachers shall receive a stipend of \$75.00 per semester for a three (3)-hour parent-teacher conference. Teachers not participating in the parent-teacher conferences will not receive the stipend. Teachers shall have a thirty (30) minute break between the end of classes and the beginning of conferences.
 - F. Teachers shall report to their classroom or area outside of their classroom five (5) minutes prior to the start of their first class. Teachers shall remain in their classroom area five (5) minutes after classes are dismissed, except in cases of emergency as communicated to the building principal.

Article 10

Employee Conduct and Protection

- A. All teachers are expected to comply with the terms of this contract and with reasonable rules and regulations adopted by the Board, which are not in conflict with this contract.
- B. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting, which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.
- C. No bargaining unit member shall be disciplined without just cause. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed. This language is not intended to create a standard inconsistent with current state and federal law.

Article 11

Employee Evaluation

The evaluation of a teacher's performance is a continuing process that shall be conducted openly. The process shall always be conducted with the intent to assist teachers to become more proficient, emphasizing the continued growth and improvement of the teacher's skills.

- A. Teachers will be evaluated at least once every three-calendar years of employment.

- B. A pre-evaluation conference shall be held between the evaluator and the teacher for the purpose of explaining the evaluation form and the criteria to be used during the evaluation process. During this pre-evaluation conference, it is important that the teacher apprise the evaluator of any unusual circumstance or condition that exists within his/her teaching assignment which could conceivably reduce the effectiveness and positive purpose of the evaluation.
- C. At least ten (10) working days prior to conducting the initial observation, the evaluator shall notify the teacher of the approximate date on which the initial observation shall be conducted. Prior notification for subsequent observations shall not be required, although notice may be given.
- D. A post-observation conference shall be held with the teacher within thirty (30) working days of the initial observation. A copy of the evaluation shall be given to the teacher and a copy shall be placed in the teacher's personnel file.

The evaluation form shall allow for a written response from the teacher. In order for the written response to become a part of the evaluation, it must be submitted to the evaluator within ten (10) working days from the date of the post-evaluation conference.

- E. If a teacher's evaluation is deemed to be less than satisfactory, the evaluator shall be responsible for developing an individualized professional development plan with the teacher.
- F. Each teacher shall have the right, upon request, to review the contents of his/her personnel file as provided by law.
- G. The evaluator must be one of the following: the Supervisor of Adult Education, the Facilitator of Adult or Alternative Education, or the Director of Instruction for Bendle Public Schools.

Article 12

Unpaid Leaves

- A. Any teacher whose illness or injury results in his/her absence beyond the period covered by his/her paid leave allowance shall be granted an unpaid medical leave for the duration of his/her illness or injury.
- B. Military leave shall be granted to any teacher, in conformity with State and Federal statutes. During said leave, any teacher who was receiving insurance benefits may elect to continue insurance benefits by paying premiums through the central office contingent upon approval of the respective insurance carrier.

- C. A teacher who has been employed for (4) years or more may be granted, upon written request to the Board, a leave of absence for up to one year, without pay and fringe benefits, for personal reasons. During said leave, a teacher who was receiving fringe benefits may elect to continue insurance benefits by paying premiums through the Bendle central office contingent upon approval of the respective insurance carrier.
- D. All teachers returning from a military or personal leave of absence granted by the Board shall be restored to the same number of classes they held at the time the leave was granted. (in compliance with Article 7).
- E. A leave of absence of up to one full year may be requested under the Family and Medical Leave Act of 1993. All requirements of the FMLA shall apply.
- F. A teacher returning from an approved leave shall have the option of accepting fewer classes or having the leave extended until the previous number of classes is available.
- F. A teacher who does not return at the end of an approved leave shall have his/her employment terminated.

Article 13

Paid Leaves

- A. Teachers shall be credited with paid leave time equal to 5% of their total contact hours per semester rounded to the nearest 1/2 hour. Leave time will be computed after the teaching assignments have been determined by the count date.
 - 1. Paid leave will be charged on the basis of the number of hours the teacher was scheduled to work on the day of absence.
 - 2. Unused paid leave will accumulate to an unlimited amount.
- B. Paid leave time will be used as follows:
 - 1. Personal illness or injury to the teacher or the teacher's immediate family.
 - 2. Pregnancy related disability shall be treated as any other illness.
 - 3. Personal business that cannot be conducted outside of regular school hours.
- C. A teacher may be required to submit verification of illness and/or ability to return to work for any absence caused by an illness or injury, which exceeds five (5) consecutive workdays.

- D. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated at their regular daily rate, and they shall sign over any pay received for the performance of such obligation to the school district. Such duty of giving of testimony shall not be charged to the teacher's paid leave allowance. Teachers may be required to give documentation to their immediate supervisor of their requirement to perform such duties. Teachers, teaching full time, performing the aforementioned duties for eight (8) hours of court time per day shall not be required to teach on the day or days these duties are being performed.
- E. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act shall receive his/her regular salary from the Board for a period not to exceed one year. However, a teacher so affected shall sign over to the Board all compensation checks received for Worker's Compensation. If, at the end of one year, the teacher is still unable to effectively assume a teaching position, said teacher may request an extended health leave.
- G. Teachers will receive up to five (5) days of bereavement time, not to be deducted from leave time, for the death of an immediate family member. Immediate family member shall be defined as: spouse, child (natural, step, adopted, and foster, sibling, parent (natural, step, adopted, and foster), and parents-in-law.
- Teachers will receive three (3) days of bereavement time as above for the death of grandchild, grandparents, or siblings-in-law. The above definitions shall also include step, foster, or adopted family, close friend or dependant living in the same household, or any person who has or is acting in loco parentis of the member or vice versa. Time must be taken at the actual time of loss or memorial service.
- H. Teachers who have completed seven years of service to the Bendle/Carman-Ainsworth Adult/Alternative Education program will be paid \$50 per day for unused leave time to a maximum of 164 days upon their retirement or severance from employment in the program.

Article 14

Negotiation Procedures

- A. The Board and the Association agree that neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ratification by both parties.

- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of employees recognized by this Agreement.
- C. Any teacher engaged during the school day in negotiations on behalf of the Association shall be released from regular duties without loss of salary.

Article 15

School Closings

- A. In the event that conditions beyond the control of the administration make it unsafe or impossible to maintain normal operations, employees will be notified not to report to work, but will be paid for work lost; however, teachers will report to work if school is in session in the building or district in which they are scheduled to work.
- B. Should the state allow for hours in A above to be counted for hours of instruction with full school state aid payment, teachers will not be required to make up hours lost.

Article 16

Fringe Benefits

- A. The employer agrees to provide to teachers who teach full time:
 - 1. \$50,000 term life insurance
 - 2. Health care insurance (Health Plus IS)
 - 3. Long-term disability (\$3,000 maximum per month, 120-day wait)
 - 4. Dental 80-80-50, \$1,300 ortho max
 - 5. VSP II
 - 6. Those eligible but choosing not to take health care insurance shall receive \$175 per month cash benefit in lieu of insurance. The board shall provide a qualified IRS code section 125, salary reduction agreement to cover this benefit.
- B. The employer agrees to provide MESSA Super Care I health care coverage to teachers who taught thirty two (32) hours per week per academic period during the 1991-92 school year and were provided MESSA Super Care I health care. Should the teacher's assignment fall

short of thirty two (32) hours and they are no longer eligible for coverage, Super Care I coverage will be provided when they are again eligible.

Teachers employed four (4) years or more as of 9/1/92, who meet the eligibility requirements for health care coverage as set forth above, shall have a choice of MESSA Super Care I or district provided HMO health care coverage.

Teachers employed less than four (4) years or new hires as of 9/1/92 who meet the eligibility requirements as set forth above shall be provided the district provided HMO coverage.

- C. Bargaining unit members who work full time for both semesters for that respective school year shall be entitled to fringe benefits for a twelve month period.
- D. Teachers working Full time during one semester shall be entitled to six months of coverage.
- E. Teachers working Full time for one semester and unable to work full time the following semester due to no fault of the teacher will be paid full fringe benefits for that semester.
- F. Teachers who are working half time may purchase the above-mentioned fringe benefits plus short-term disability based upon approval from the carrier.
- G. Full time shall be defined as: Teachers who are annually working the number of hours (exclusive of preparation time) needed to meet state mandated requirements.
- H. Teachers who have exhausted all of their leave time will continue to have their benefit package paid for by the employer for two months past the end of the month in which the leave expires.

Article 17

Professional Development Responsibilities/Mentor Teachers

The Bendle/Carman-Ainsworth adult education program is committed to providing educational programs which reflect best practices supported by research; therefore, a continual process of individual professional development and staff development are essential to insuring continued high quality educational programs.

A. Professional Development

- 1. The district will provide at least the minimum number of professional development hours required by the state. This time shall be part of the school calendar. These professional development activities shall be developed with input from the association. Part time employees shall have their professional development time prorated.

2. Part-time employees are required to complete the appropriate proportion (based on the amount of time they work) of professional development time that is built into the school calendar. Part time employees may participate in additional professional development activities (those built into the school calendar) with the approval of the Supervisor of Adult Education, and shall be paid at the bargaining member substitute rate.
3. Teachers may engage in additional professional development (beyond the hours built into the school calendar) at any time at their own expense or request prior approval/compensation from the supervisor of Adult Education.
4. Bargaining unit members may be required to attend one staff meeting not to exceed two (2) hours of meeting time prior to each semester. Other staff meetings may be necessary during the school year; participation is considered a professional responsibility.
5. Bargaining unit members shall be responsible for filing an annual report of their professional development activities by the end of each academic year (June 30). The form for filing the report is found in appendix E.
6. The association shall be given one day (7 hours) per year to be used for association business at the discretion of the association. Notice of one (1) week shall be given for the use of said day.

B. Mentor Teachers

1. A mentor teacher shall be assigned to each probationary teacher in accordance with the provisions of the state school code.
2. Mentor teachers shall be selected by the administration from among bargaining unit members who volunteer and other qualified personnel as outlined in the school code.
3. As a condition of employment, mentees shall complete a minimum of fifteen (15) days of professional induction during the first three (3) years of classroom teaching. The mentor teacher may assist in preparing the IDP required by the state school code. Administratively approved release time may be provided for the purpose of meeting some of the goals of the IDP.
4. The role of the mentor teacher shall be to guide and assist the mentee where needed. The mentor shall not provide input into the mentee's evaluation or perform any other duties that would be considered supervisory.

Article 18

Duration of Agreement

This agreement shall be effective as of the date of ratification through August 31, 2012. This agreement shall not be extended orally, and it is expressly understood that it shall expire on August 31, 2012.

**Bendle/Carman-Ainsworth Adult
and Alternative Education Association**

**Bendle/Carman-Ainsworth
Adult Education Consortium**

President

President
Bendle Board of Education

Vice President

Superintendent
Bendle Public Schools

Michigan Education Association

Director of Community Services

**Bendle/Carman-Ainsworth Adult
and Alternative Education Association**

**Bendle/Carman-Ainsworth
Adult Education Consortium**

Appendix A

Salary Schedules

2010-2011 1.5% increase

Level	BA	BA+18	BA 30/MA	MA+30
1	\$34,507	\$36,232	\$38,044	\$39,946
2	\$36,232	\$38,044	\$39,946	\$41,943
3	\$38,044	\$39,946	\$41,943	\$44,041
4	\$39,946	\$41,943	\$44,041	\$46,243
5	\$41,943	\$44,041	\$46,243	\$48,555
6	\$44,041	\$46,243	\$48,555	\$50,983
7		\$48,555	\$50,983	\$53,532
8		\$50,983	\$53,532	\$56,208
9		\$53,532	\$56,208	\$59,019
10		\$56,208	\$59,019	\$61,973

In addition, teachers will receive 0.5% stipend for planning/preparation time.

2011-2012

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Teachers will receive 0.5% off-schedule payment.

In addition, teachers will receive 0.5% stipend for planning/preparation time.

1. Salary rates apply to the regular semesters and the summer sessions.
2. Vertical advancement on the Salary Schedule shall occur at the beginning of the semester. Advancement is based on the number of hours taught during the semester divided by the number of hours needed to meet state mandated requirements. Summer sessions will not be included. Advancement will occur at the beginning of the semester following reaching 1. In the above equation Teachers on 26 pays will have their salary rate changed at the end of the first semester retroactive to the semester they were entitled to the advancement. For part time teachers, advancement to the next step will occur after the completion of eight classes. Hours will accumulate until enough hours have been earned to advance. Only one year's advancement may be earned for each year taught.
3. Horizontal movement on the Salary Schedule shall occur at the beginning of the semester following the completion of the required credits.
4. Previous experience may be granted up to level 3.
5. The substitute rate for current bargaining unit employees shall be \$25 per hour.

6. Part-time bargaining unit employees shall be calculated on a prorated, per class basis.
7. Grant funded programs and other programs similar to either Evenstart or Work First, which require certified teachers and receive state aid, shall have salary and benefits negotiated between the Board and Bargaining Unit.

Appendix B

Calendar

- A. The school year will be divided into two semesters.
- B. Teachers shall be responsible for one orientation session not to exceed two (2) hours prior to the fall semester.
- C. The calendar will be developed by the Director of Community Services, or his designee, after consultation with the Association.

Appendix C

Counselor to the Adult Education Program

ADULT & ALTERNATIVE EDUCATION COUNSELOR JOB PURPOSE AND FOCUS

The school counselor coordinates activities to address the needs of the students; consults and collaborates with administrators, teachers, staff, and parents/guardians to support student success. Utilizing leadership, advocacy, and collaboration, school counselors provide preventive services, and respond to identified student needs by implementing a comprehensive school counseling program that addresses academic, career, and personal/social development for all students. This includes helping students understand and deal with personal and/or behavioral issues, advising students regarding school success, college, careers, and job finding skills.

ESSENTIAL FUNCTIONS AND REPRESENTATIVE DUTIES

- Participate with the administration and faculty as a team member in building and district committees
- Conduct professional development/in-service programs as well as provide opportunities for parent education programs
- Provide feedback to staff about individual students on a regular basis
- Represent the school and program at student recruiting functions

- Conduct guidance learning activities in the classroom based on academic, career, and personal/social domains to facilitate the infusion of guidance as integrated to the total education curricula; this may include the teaching of mini lessons or short units
- Facilitate, coordinate and manage as well as assist with the development and updating of student Education Development Plans
- Serve as a resource for interpreting test and assessment results
- Implement and facilitate developmentally appropriate and prevention-oriented group activities to meet student needs and school goals; session topics may include self-concept development, academic concerns, behavior problems, social skills, peer relationships, family concerns, grief and loss issues, child abuse, substance abuse, depression/suicide, and sexuality
- Assist all students, individually or in groups, with developing academic, career and personal/social skills, goals and plans
- Coordinate the use of services available in the school and community to meet student needs
- Assist in promoting school-community relations
- Accurately and appropriately interpret, utilize, and present student data to staff and faculty
- Orient new students to the school
- Collaborate with parents/guardians and educators to assist students with educational and career planning
- Provide a first point of contact for parents, pupils and colleagues
- Provide individual and group counseling to students with identified concerns and needs
- Consult and collaborate effectively with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs
- Implement an effective referral and follow-up process
- Accurately and appropriately use assessment procedures for determining and structuring individual and group counseling services
- Administer and interpret achievement, aptitude, standardized, and vocational testing
- Advise students about trade or technical schools, college applications and admissions, financial aid, and college entrance exams
- Provide career counseling and teaching job finding skills
- Respond to school crises and emergency situations
- Participate in professional development activities to improve knowledge and skills
- Adheres to laws, policies, procedures, and ethical standards of the school counseling profession
- Monitor and communicate with staff about student academic performance, behavior, and attendance as well as assist and follow-through with appropriate interventions
- Participate in meetings related to possible retention or acceleration of students
- Enroll students including transcript evaluation and scheduling classes
- Provide general student supervision during passing times, lunch, assemblies, and in classrooms
- Assist in the preparation of graduation ceremonies; continuously evaluate student status for graduation
- Develop yearly career related experiences for students such as speakers, career days, and internship placements
- Assist in the development and coordination of service learning projects
- Participate in parent/teacher conferences as well as facilitate conferences with teachers, students, and parent/guardians when needed
- Collect, finalize, and organize enrollment and audit paperwork

- Modify the guidance and counseling program based on the results of an audit to improve student relationships and success

OTHER AREAS AS ASSIGNED BY COORDINATOR OF ADULT AND ALTERNATIVE EDUCATION AS WELL AS BUILDING DESIGNEE

Applicants must be certified counselors. Preference will be given to applicants with past experience in working with adults.

Bendle/Carman-Ainsworth Adult and Alternative Education Teacher Evaluation/Expectations

A. Classroom environment conducive to learning

1. Controls physical aspects as far as possible: Lights, ventilation, heat, etc. and reports problems to office.
2. Organizes and arrange classroom to facilitate learning
3. Arranges learning tools so as to be easily accessible for student use.

B. Communicates effectively with students

1. Directs students so that everyone understands expectations and assignments.
2. Uses language and tone of voice which conveys respect for students.

C. Demonstrates classroom control

1. Gains and maintains the attention of the class.
2. Redirects improper/distractive behavior at early stages.
3. Promotes student responsibility for his/her actions.
4. Administers discipline with self-control and consistency.

D. Establishes effective teaching relationships with students

1. Gains confidence and respect of students.
2. Uses frequent positive reinforcement statements to students.
3. Gives guidance toward increased independence to students in planning, assuming responsibilities and evaluating own progress.
4. Exposes students to decision making situations.
5. Is available and accessible to students

E. Gives evidence of pre-planning using the approved core curriculum

1. The specific goal of the lesson is made clear to students.
2. The importance of the goal is explained to the students and related to past and/or future learning.
3. Teaching/learning activities are related to the goal.
4. Level of understanding about directions and expectations is assessed before beginning assignments.
5. Guided and independent practice are appropriate to the goal.
6. Incorporates class participation and the concept of learning by doing.
7. Demonstrates use of core curriculum and course outcomes in classroom activities.

8. Accomplishes the purpose of the lesson.
9. Makes productive use of class period.

F. Demonstrates effective use of learning theory and the approved core curriculum in the classroom

1. Uses a variety of instructional materials and methods such as questioning, cooperative learning, discussions, and problem solving.
2. Incorporates individual and group needs, abilities, and interests into lessons.
3. Prepares students appropriately for each new area of learning.
4. Shows flexibility in learning opportunities.
5. Develops realistic goals for individuals and the class.
6. Incorporates student responses and ideas into discussions.
7. Encourages students to analyze and elaborate on the ideas of others.

G. Demonstrates effective methods for assessing student progress/learning including use of core curriculum assessments where developed

1. Uses a variety of assessment strategies to determine student progress including but not limited to core curriculum assessment, portfolio work, formal tests or projects, observations, etc.
2. Provides students with a clear understanding of course requirements and how students will demonstrate outcomes.
3. Makes effective use of diagnostic techniques.
4. Students are tested on what has been taught and are given clear criteria for evaluation in advance, such as rubrics, grade scales, point systems, etc.
5. Provides for opportunity to demonstrate mastery of outcomes.

H. Demonstrates mastery level knowledge of subject area

1. Displays awareness of own strengths and compensates for weaknesses.
2. Remains current in trends and information in own subject area.
3. Develops new techniques for teaching the subject area.

I. Demonstrates professional behavior

1. Carries out responsibilities and administrative requests promptly, efficiently and effectively.
2. Uses appropriate and professional language at all times.
3. Maintains a neat and clean appearance and wears appropriate attire.
4. Seeks to improve own performance including but not limited to attendance at local and outside conferences/workshops/training, observing other teachers, collaborating with administration on teaching concepts and strategies, reading professional journals, attending graduate classes, etc.
5. Develop positive relationships with other staff
6. Contributes to improvement of school through suggestions/input.
7. Follows proper channels of authority, starting with immediate supervisor.
8. Accepts administrative supervision and evaluation in a professional manner and is receptive to suggestions and assistance.
9. Utilizes consultant and administrative help.
10. Attends on-site professional development activities.
11. Respects the worth and dignity of every individual.
12. Follows attendance guidelines and communicates it to students.

13. Daily routines are handled effectively including roll, tardiness and make-up assignments.