

8/30/2001

Seatly Community School

Master Agreement between the

Bentley Education Association

and the

Bentley Board of Education

1998-2001

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University



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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 the 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 amendment 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:
 - 1. All agreements between the Association and the Board shall be reduced to writing on the agreement from attached in Section 6.5. No agreement shall be binding unless it is in writing and signed by representatives of both parties.

1.3 EXTENT OF AGREEMENT AND NEGOTIATIONS PROCEDURES (CONT.)

- 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 will be deemed valid only to the extent permitted by law; but all other provisions of this Agreement will continue in full force and effect. The parties will meet not later than fourteen (14) calendar days after such holding for the purpose of renegotiating the provision or provisions affected.
- E. 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.
- F. 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 Section 6.3 or Section 6.4 and shall be expressly made subject to, and consistent with, this Agreement.
- G. 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.)
- H. 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, 1998, the date listed below, and shall continue in effect until 12:00 midnight August 30, 2001, with salary openers in 1999 and 2000. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date,

1.4 DURATION OF AGREEMENT (CONT.)

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

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By Secretary, Board of Education

Dated this <u>22nd</u> day of <u>December</u>, 1997

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 shall be allowed by law.

A strike for the 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

DUES

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of 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 one-tenth (1/10) of such dues from the FIRST regular salary check of the ten (10) months, beginning in September of each year.

FEES

- 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 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, no 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)

FEES (CONT.)

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 check-off for Association dues and Service fees by September 1 of each vear.
- 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.
 - 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 persons 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:
 - 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

GRIEVANCE (CONT.)

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.
- 1.7E. 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.
 - 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 s/he shall be

GRIEVANCE (CONT.)

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.

- a. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- H. Any grievance which 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.
- 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 any 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 cost of a substitute shall be reimbursed to the Board by the Association.
- 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 said 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.

1.7 GRIEVANCE PROCEDURES (CONT.)

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

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 Building Principal.
 - 2. To transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
 - 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 mail boxes for communications to teachers.
- D. 1. The Board agrees to furnish to the Association in response to written requests presented to the Superintendent:

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ASSOCIATION RIGHTS AND RESPONSIBILITIES (CONT.)

- 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 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 released 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 released 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.

2.1

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 that 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 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 to 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.

BOARD RIGHTS AND RESPONSIBILITIES (CONT.)

- 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. The Board shall have the right, at its sole discretion, to select a bargaining unit member for the position of Athletic Director. This position shall be an interview position, and shall not be assigned according to Section 2.4 of the Master Agreement. The position shall be a bargaining unit position with all of the rights and privileges thereto granted, and shall be part of the teacher's daily assignment without extra compensation through Schedule B.
- 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 affected teacher(s) shall be notified in writing of reason(s) for the transfer by the Superintendent with a copy to the Association.
- B. Vacancies
 - 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.
 - a. Long-term vacancies shall be filled by laid-off members of the bargaining unit based on their certification, seniority, and experience.

HIRING, VACANCIES, PROMOTIONS, AND TRANSFERS (CONT.)

- 1.) 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.
 - a.) In the event two (2) or more teachers desire the transfer, then the most senior teacher shall be assigned the position.
 - b.) In the event no teacher desires to make the transfer, then the least senior teacher shall be transferred.
- 2.) In the event the vacancy cannot be filled from the layoff 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 layoff 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 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.
- 2.4 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

HIRING, VACANCIES, PROMOTIONS, AND TRANSFERS (CONT.)

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.
 - 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 provisions of **a**. above, then the vacancy shall be considered as a "temporary" vacancy and shall be filled from 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.

HIRING, VACANCIES, PROMOTIONS, AND TRANSFERS (CONT.)

- 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 effective 8/31/93.
 - 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 credit hours per year until qualifications are met.
- 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.
 - Teachers who are deficient in meeting North Central Association 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 qualification 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 work 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 TEACHERS 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. Teachers 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 the teacher and 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 work day 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 <u>Section 6.9</u> 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:
 - 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.

2.6 REDUCTION IN PERSONNEL, SENIORITY, AND RECALL (CONT.)

- 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 Appendix "A".
- 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 service, 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 service and the same date of hire, they will be ranked by the dates of initial contracts with the district, if available.
 - 4. When two (2) or more employees have the same years of service, the same first date of employment, and the same date of initial contract, the individuals so affected will participate in a drawing to determine placement on the seniority list. This drawing shall take place each year. 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 including seniority date, years of service, first date of hire, date of initial contract, if available, type of certification, current assignments, and leave status shall be published and posted conspicuously in all buildings of the District by January 15 of each school year. Individuals and the Association shall have five (5) school days to respond with challenges to the seniority list. Revisions and updates of the seniority list shall be published and posted prior to the date assignments are made for the following school year, but no later than the last day of school. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- 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. Layoffs 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.
 - Beginning with 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) vears.
 - 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 gualified.
 - 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

2.6 REDUCTION IN PERSONNEL, SENIORITY, AND RECALL (CONT.)

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 year 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 his/her mentor at the 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.

TEACHER EVALUATION (CONT.)

- 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 Section 6.6
- 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 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 incompetency 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,

DISCIPLINE OF TEACHERS (CONT.)

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. All written warnings and reprimands shall contain notice that each 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. Released 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.
- C. In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service Educational Committee composed of three (3) members of the Bentley teaching staff and three (3) members of the Bentley administration staff.
- D. The Committee shall organize itself and assume responsibility for the planning and conducting of an In-Service Education Program for all professional teaching personnel, subject to the limitations of scheduling and finances.

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 a particular pupil 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 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, a report shall be prepared by the Principal, 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.

3.2 PROTECTION OF TEACHERS (CONT.)

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

The administrator of each building, where there is only one (1) Α. 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.

HEAD TEACHER (CONT.)

- 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 TEACHER'S DAY AND HOURS

- A. Teaching Hours A full-time teacher's normal teaching hours shall be as follows:
 - 1. Grades 7-12 7 1/4 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:
 - 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, recalled, or a new hire, shall receive one (1) sixty (60) minute planning period per week for each period taught per normal teaching day.
 - 2. Grades K-6 7 1/4 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 a new hire, shall receive one (1) thirty (30) minute planning period per week for each period taught per normal teaching day.

3.6 TEACHER'S DAY AND HOURS (CONT.)

- 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.
- 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 work day.
- 11. Section 3.6 A.12 of this Master Agreement will not be in effect for the 1994-95, 1995-96, and 1996-97 school year, due to the Restructured Day Plan developed for these years:
 - a. The plan will be evaluated by staff twice during the year.
 - b. The Association will have the use of two (2) days for meetings; one in the fall and one in the spring.
- 12. In 1996-97, additional staff will be added so as to provide a preparation period during the school day and five out of six teaching hours for each high school teacher. During 1997-98, additional staff shall be provided so as to add a preparation period during the school day and five out of six teaching hours for all 7th and 8th grade teachers.

3.7 TEACHING LOADS

- A. In the spring, when planning estimated class sizes for the following school year:
 - 1. Elementary class load 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 that a class load exceed thirty (30) students per section.
 - 3. The Administration and Association agree that exceptions to the maximum number 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 Section 6.10.

3.8 SPECIAL STUDENT NEEDS

- A. Diagnostic and Special Education Services, where provided shall be in accordance with Federal laws, State laws, and applicable Genesee Intermediate School District Guidelines.
- 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. During each school year, in-service training shall be provided to each teacher working with students with special needs, including the following:

SPECIAL STUDENT NEEDS (CONT.)

- 1. Interpretation of the applicable State, Federal, and Intermediate law and guidelines.
- 2. Methods for assisting children with special needs.
- 3. 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.

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 affairs that cannot be handled during the regular business day.
 - 4. Each teacher shall establish his own Individual Sick Leave Bank, of twenty (20) days, that 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 thirty (30) 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. Unused current year's sick leave, at the end of a school year that is in excess of twenty (20) days will be compensated at the daily substitute rate at the end of each school year. 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.

LEAVE DAYS (CONT.)

- 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.
- B.1. The ten (10) provided leave days may be used for the following:
 - 1.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.
 - 2.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.

B.2. BEREAVEMENT LEAVE

In addition to the ten (10) 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.

C.1. GENERAL SICK LEAVE BANK PROVISIONS

A General Sick Leave Bank shall be established, which shall be available to all teachers after they have exhausted their current year's sick leave and any accumulated sick leave.

The General Sick Leave Bank shall be established as follows:

- 1. The Board shall contribute ninety (90) days to the General Sick Leave Bank for the 1988-89 school year. The teachers shall contribute one (1) day each.
- 2. The Board shall contribute enough days in the 1989-90 school year to re-establish the bank. The maximum Board contribution will be sixty (60) days. In the event the General Sick Leave Bank falls below 100 days, the Association shall assess each teacher one (1) day, to be contributed to the bank. Assessment shall be made at the beginning of each school year.
- 3. All new hires shall contribute one (1) day to the General Sick Leave Bank, to be assessed at the beginning of their first year.

The General Sick Leave Bank will be available to all teachers who have utilized all of their current Board provided sick leave and their entire accumulated sick leave, and need additional sick leave days to meet the waiting period to qualify for Long-Term Disability. The General Sick Leave Bank may be used only for personal illness or disability of the teacher.

Part-time teachers eligible for full fringe benefits shall be eligible

GENERAL SICK BANK DAYS (CONT.)

for sick leave bank days. Any eligible teacher employed less than full time shall be assessed one (1) leave day to establish the bank and an additional day, when necessary, to maintain the number of days in the bank.

The General Sick Leave Bank shall be administered by a Sick Leave Bank Committee, which shall consist of three (3) teachers, appointed by the Association, and two (2) Administrators, appointed by the Board.

The Board will furnish the Sick Bank Chairperson with an annual report on the status of the bank, including total number of days for each bargaining unit member and the total in the Bank.

Sick Bank Guidelines and Procedures will be implemented by members of the Sick Leave Bank Committee and any changes and/or revisions made available to Association members.

The decisions of the Sick Bank Committee will be final and not subject to the grievance procedure.

D.1. NOTIFICATION OF ABSENCES AND RETURN PROCEDURES

In case of intended absence, teachers shall be required to notify their immediate supervisor between 6:30 and 7:00 a.m., on the day of the intended absence and shall include the following: Teacher's name, school, job assignment, location of lesson plans or instructions for the substitute, reason for the absence, and probable length of absence.

- 2. Teachers who have been absent shall be required to notify their immediate supervisor before 2:00 p.m. of the day prior to their return. After notice has been given, if the teacher's intentions change, final notice shall be given prior to 7:00 a.m. of the intended day of return.
- 3. If teachers are unable to contact their immediate supervisor, they shall contact and notify any member of the school supervisory staff.
- 4. 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 has worked the day prior to or works the day following

NOTIFICATION OF ABSENCES AND RETURN PROCEDURES (CONT.)

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 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 onehalf (1/2) 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 taught in the District during the sabbatical period.
- 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 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 within 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 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.

- 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

MISCELLANEOUS LEAVES (CONT.)

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.
- 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 leaves 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 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

GENERAL PROVISIONS (CONT.)

extensions, sabbatical, and those not specified in the Agreement which shall be at the discretion of the Board.

- 5. The requirements in 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.
 - 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 the Association President of non-conformance of 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 1, with the Board paying the \$50.00 and the \$100.00 deductibles, and \$1.50 for each prescription.
INSURANCE PROTECTION (CONT.)

- b. Long-Term Disability at 66 2/3 percent of the monthly salary, up to a maximum of \$3,500.00 with a thirty (30) calendar day wait; 2-year alcoholism/drug addiction; 2-year mental/nervous.
- c. Delta Dental:

80/80/50 with adult ortho rider, with a \$1,000.00 per year maximum on Class I and Class II benefits, and \$1,300.00 lifetime benefit on Class III benefits. 50/50/50 with adult ortho rider, with a \$1,000.00 per year maximum on Class I and Class II benefits \$1,300.00 lifetime benefit on Class III benefits. The 50/50/50 plan is for all 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 \$35,000.00 with AD & D.
- e. VSP-3 Vision Insurance.
- 2. The MESSA PAK B shall include:
 - a. Delta Dental:

80/80/50 with adult ortho rider, with a \$1,000.00 per year maximum on Class I and Class II benefits and \$1,300.00 lifetime benefit on Class III benefits.

- b. VSP-3 Vision Insurance.
- c. Term Life Insurance in the amount of \$40,000.00 with AD & D.
- d. Long-term disability the same as in MESSA PAK A.
- 3. Teachers not electing health insurance shall be eligible to receive \$100.00 per month, which the teacher may apply to any of the authorized annuity carriers to which the Board is currently remitting annuity payments.
- 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 abovementioned 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. 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.

Teachers hired after September 1, 1992, on regular, but less than full-

INSURANCE PROTECTION (CONT.)

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 carriers 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 in 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.

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 Section 6.8. The salary schedule is based on the calendar year attached in Section 6.7.
 - All teachers, after having been employed for not less than fifteen (15) or more than nineteen (19) consecutive years by the Board, shall receive payment of \$600.00 in addition to the salary shown in Schedule A.
 - 3. All teachers after having been employed for twenty (20) or more consecutive years by the Board shall receive a longevity payment of \$1,200.00 in addition to the salary shown in Schedule A.
 - 4. 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 result in additional certificate endorsements and/or will directly enhance/expand the programs and services of the district.
 - 5. All changes in salary resulting from completed academic work from September 1 of the previous year to September 1 of the current school year shall become effective with the first pay following November 1 of each year.
 - 6. Changes in teacher's salary resulting from the completion of graduate coursework prior to January 1 of each school year, shall become effective with the second pay in February. The maximum adjustment to be made will be one-half (1/2) of the difference of the present salary and one-half (1/2) the difference of the new salary.
 - 7. It shall be the responsibility of the teacher to submit to the Superintendent, thirty (30) days prior to the pay adjustment date,

credentials, transcripts, grade cards, and/or certificates required to establish proof of completed academic work or degree earned.

- 8. All newly hired teachers shall be given credit outside the system up to a maximum of eight (8) year's experience.
- 9. 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 (up to 20 days) upon their retirement and/or resignation from the district, pro-rated by years of service to Bentley. The rates of compensation are:

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

All uncompensated days shall be returned to the General Sick Bank with a cap of 150 days to that bank.

- C. Upon retirement, each teacher shall receive pay for unused sick days at the daily substitute rate for all current year's unused leave days.
- D. Payment for unused current year's leave days will be compensated 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 apply also to Section 4.1, C.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 Section 6.9.
 - 2. The appointment and assignment of teachers under Schedule B shall not be considered as tenure appointments and shall terminate at the end of each school year. Appointments each school year shall be at the option of the Board of Education. Such assignments shall be voluntary.
 - 3. Non-staff members may apply for extra-curricular positions shown in

COMPENSATION (CONT.)

Section 6.9, Schedules B and C which are posted as vacant. If both a staff and a non-staff person apply for the same posted position, and a non-staff person is given the position, the Board shall give reasons to the staff person for not giving him/her the position. If general qualifications are the same, then a staff person shall be given a posted position in preference to a non-staff person.

- G. The compensation for miscellaneous activities covered by the Agreement are set forth in Schedule C which is attached to and incorporated in this Agreement in Section 6.10.
- H. Payroll Deduction: Payroll deduction shall be available for all MESSA, MEAFS programs, annuities, credit unions, charitable donations. Other deductions may be made with Board approval.

SECTION VI -- OTHER 6.1 <u>MISCELLANEOUS PROVISIONS</u>

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

School Improvement Plans: Participation by a teacher on any building or district's school improvement committee is voluntary.

Teacher representation on committees will be chosen by the teachers in each building.

Participation or non-participation on a building or district school improvement committee shall not be used as a criterion for evaluation.

Recommendations made by any school improvement committee shall not violate the Master Agreement, Board Policy, or State Law.

The Association President (or designee) shall serve on the district team.

- C. The Board and Association agree to the designation of three 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 interpretion of the Master Agreement.

Representatives serving in this capacity shall be designated as members of the Faculty Council.

Compensation shall be covered by the Agreement as set forth in Schedule B. All tenured teachers shall be eligible for annual election by the building faculty. Faculty elected to these positions shall serve no more than three (3) consecutive years and, in so far as is reasonable, represent all grades and/or disciplines taught in their respective buildings.

Grievance # GRIEVANCE REPORT	School District	Distribution of Fo 1. Superintendent 2. Principal	
Submit to Principal in Duplicate		 Association Teacher 	
Building Assignment Na	me of Grievant	Date Filed	
	STEP 1		
A. Date Cause of Grievance Occurre	ed		
B. 1. Statement of Grievance			
2. Relief Sought			
C. Disposition by Principal	Signatu		ate
D. Position of Grievant and/or Ass	Signature of Pr: sociation	_	ate
	Signatu	re Da	ate
	STEP II		
A. Date received by Superintendent	or Designee		
If additional space is nee reporting Sections B 1 & 2 1, attach an additional sh	of Step		

в.	Disposition of Superintendent or Designee
	Signature Date
c.	Position of Grievant and/or Association
-	
	Signature Date
	Dignood
	STEP III
Α.	Date received by Board of Education or Designee
в.	Disposition by Board
-	
	Signature Date
c.	Position of Grievant and/or Association
-	
	Signature Date
	STEP IV
Α.	Date Submitted to Arbitration
в.	Disposition & Award of Arbitrator
14	
į.	

Signature or Arbitrator Date of Decision

CONTRACT OF EMPLOYMENT

PROBATIONARY TEACHER

Bentley Community School District, Burton, Michigan

In consideration of mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of the Bentley Community Schools, Burton, Michigan, hereinafter called the "Board" and _______, 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.
- That said Teacher is employed and hereby agrees to teach in said school District for the 19 - ____ school year, which shall consist of ______ contractual days.
- 3. That said Board shall pay said Teacher based on _____ years of experience and _____ degree, the sum of <u>\$_____</u>.

Total Compensation

\$

Said compensation to be paid in installments, the first payment to be made on _____, 19___, with the subsequent payments as shown on the reverse side/next page.

- 4. That said teacher is on a probationary basis 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 s/he 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 ______, and the Teacher this day of ______, 19___.

Board of Education Bentley Community Schools Burton, Michigan

Teacher

Ву _____

This	contract	must	be	returned	by		_ to	be
valid					-	Date		

NAME The Salary shall be paid as follows: (Please select one (1) and check the appropriate box) 21 pays 26 pays _____ pays @ \$_____ = \$ _____ pays @ \$_____ = \$_____ _____ pays @ \$_____ = \$ _____ pays @ \$____ = \$_____ _____ pays @ \$____ = \$ _____ pays @ \$____ = \$_____ _____ pays @ \$_____ = \$ _____ pays @ \$_____ = \$_____ TOTAL = \$ ____ TOTAL = \$_____

Signature

SECTION 6.4

CONTRACT OF EMPLOYMENT TENURE TEACHERS

Bentley Community School, Burton, Michigan

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of the Bentley Community schools, Burton, Michigan, hereinafter called the "Board" and _____, hereinafter call the "Teacher". S.S.# ____

- 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 19_____ school year, which shall consist of 184 contractual days.
- 3. The said Board shall pay said Teacher based on _____ years experience and degree, the sum of \$____

In addition the Board agrees to pay the following amounts.

Longevity

\$_____

Total Compensation

\$

Said compensation to be paid in installments, the first payment to be made on September ____, 19____, with subsequent payments as shown on the reverse/next sheet.

- 4. The said teacher is a tenure teacher as defined in the Michigan Teacher Tenure Act.
- 5. That said teacher represents that s/he 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 day of , 19___.

> Board of Education Bentley Community Schools Burton, Michigan

Teacher

_____ Ву _____

This contract must be returned by ______ to be _____ to be ______ valid.

		NAME		
The Salary	shall be paid a	as follows:		
(Please sel	ect one (1) and	d check the appro	opriate box)	
	21 pays		26 pays	
pays @	\$ = \$		_ pays @ \$	= \$
pays @	\$ = \$		_ pays @ \$	= \$
pays @	\$ = \$		_ pays @ \$	= \$
pays @	\$ = \$		_ pays @ \$	= \$
	TOTAL = \$		TOTAL	. = \$

Teacher Signature

AMENDMENT FORM

Between Association and Board

Signature for Associat	ion	Signature for Board	
Signature for Associat	ion	Signature for Board	
Tentative	_ Date	Tentative	Date
Final	_ Date	Final	Date

6.6 TEACHER STANDARDS OF EVALUATION

The teacher will be able to evaluate his/her own growth and will have the opportunity to confer with the supervisor about his/her progress at various times.

The descriptions are stated in terms of growth and progress. The wording is illustrative, and is not meant to be restrictive or definitive. The selection of characteristics, the sub-points under each major category, are themselves meant to be merely illustrative. Some characteristics will apply more to one age group than another. The list is extensive in order to promote flexibility. Each teacher and supervisor will interpret the form as it applies to his/her teaching situation.

Through the implementation of this form evaluation of growth in teaching becomes a mutual process shared by teachers and supervisors.

Continuing observations - must be noted as such on evaluation sheet to teacher.

The numerical rating scale is interpreted as follows:

1. <u>Severely deficient</u> - drastic measure must be instituted to correct any situation marked in this manner. Comments and corrective suggestions <u>must</u> be made.

LOW

 <u>Not acceptable</u> - Corrections are expected to be made to remove items from this category. Comments and corrective suggestions <u>must</u> be made.

MEDIUM

- 3. <u>Acceptable</u> Performance is acceptable, comments and corrective suggestions <u>may</u> be made.
- 4. <u>Good</u> Performance is better than minimally acceptable. Comments <u>may</u> be made.

HIGH

5. <u>Outstanding</u> - An excellent performance. Comments <u>may</u> be made.

<u>N.A.</u> - Not applicable.

I. TEACHING EFFECTIVENESS

A. ATTRACTIVE, AESTHETICALLY SATISFYING ENVIRONMENT

LOW: The room is drab and uninteresting. Bulletin Boards either bland or disorganized. The general room impression is either one of confusion or a too-ordered, immaculate hospital ward.

MEDIUM: Bulletin Boards show evidence of planning and artistic taste. The room appears orderly but not unnaturally neat. Pupil's work displayed about the room.

6.6. TEACHING STANDARDS OF EVALUATION (CONT.)

HIGH: A pleasant, attractive, comfortable, inviting room. Evidence of good taste and a flair of originality in displays. Provides opportunities for artistic expression.

B. COMMUNICATES EFFECTIVELY WITH PUPILS

LOW: Speaks in language that is beyond pupil's comprehension. Shows disturbing mannerisms. Frequently unable to make self heard or understood. Speaks too rapidly. Talks too much of the time in class.

MEDIUM: Usually able to communicate intelligibly at pupil's level. Gives clear illustrations and directions. Voice is usually clear and pleasant.

HIGH: Communicates skillfully, voice pleasant, clear and well modulated. Skillful in promoting discussion and bringing out communication skills of pupils.

C. WRITES WITH SKILL

LOW: Unable to write in language that pupils understand. Makes frequent errors in spelling and usage.

MEDIUM: Demonstrates ability to write with clarity. Written comments to pupils expressed well.

HIGH: Students show evidence of transfer of learning and demonstrate this through written expression.

D. ESTABLISHES EFFECTIVE RELATIONSHIPS WITH PUPILS

LOW: Treats pupils as subordinates. Demand discipline through subservience or allows anarchy to reign. Mistakes a laissez-faire absence of leadership for modern education. Creates disrespect for himself/herself.

MEDIUM: Establishes friendly, informal relations between teacher and pupils. Attempts to handle conflicts and disagreements with understanding.

HIGH: The teacher operates as an understanding adult member of the group. The teacher is accepted by the pupils as being supportive, fair, skillful, friendly, patient, good humored.

E. SENSITIVE TO INTER-PERSONAL RELATIONS AMONG PUPILS

LOW: Insensitive to pupil's feelings about each other. Limits concern to pupils as individual learners. Unaware of emotional concerns.

MEDIUM: Gives attention to group structure. Concerned about interpersonal conflicts. Shows some skill in developing group interaction.

HIGH: Works positively to build group morale. Works for acceptance of difference. Skilled in promoting mutual concern among pupils.

6.6. TEACHING STANDARDS OF EVALUATION (CONT.)

F. GIVES EVIDENCE OF PRE-PLANNING ABILITY

LOW: Puts forth little effort prior to classroom appearance. Disorganized. Wastes time. Mismanages routine matters.

MEDIUM: Shows evidence in plans of concern with objectives. Makes long-range as well as day-to-day plans. Makes provision for choices and changes. Makes good use of time.

HIGH: Makes flexible plans directly connected with objectives. Develops resource units which include a variety of materials and activities. Uses pupil-teacher resources appropriately.

G. USES WORTHWHILE PURPOSES FOR INSTRUCTION

LOW: Limits learning experience to purposeless routine assignments.

MEDIUM: Presents lessons based upon sound purposes adhering when necessary to prescribed order and sequence. Pupils are told the objectives of instruction.

HIGH: Develops lessons designed to accomplish creative, worthwhile purposes. Students are guided to an understanding of instructional purposes. Inspires intrinsic motivation to meet learning objectives and acquire vital skills. Pupils gain insight into their own strengths and weaknesses.

H. DEMONSTRATES AN UNDERSTANDING OF LEARNING PROCESS

LOW: Unable to provide the appropriate sequence of learning experiences. Does not utilize effective methods for guiding deductive an inductive reasoning. Often uses rote recitations inappropriately. Uses illogical explanations or examples.

MEDIUM: Explains the deductive and inductive reasoning applicable to the concepts being taught. Explains why certain facts apply. Uses reasoning appropriate to student's level. Provides a logical sequence of learning experiences.

HIGH: Guides the students to make inferences and draw valid conclusions. Encourages students to investigate and discover for themselves. Develops a questioning attitude and intellectual curiosity.

I. SENSES LEARNING OPPORTUNITIES, SHOWS FLEXIBILITY

LOW: The teacher ties himself/herself to rigid, detailed lesson plans, seldom deviating from procedures laid down in advance. The emphasis is not motivating pupils to fit the teacher's preconceived program.

MEDIUM: The teacher exhibits more flexibility in procedures. The teacher is alert to opportunities as they arise. Shows ability to change plans to meet new conditions.

HIGH: Recognizes and utilizes learning opportunities through many approaches. Takes advantage of most moments.

6.6 TEACHER STANDARDS OF EVALUATION (CONT.)

J. USES A VARIETY OF INSTRUCTIONAL METHODS AND MATERIALS

LOW: Limits methods to routine use of materials. Fails to provide other supplies and instructional materials. Does not provide for adequate pupil participation.

MEDIUM: Uses supplementary books, occasional films, trips, recordings, and other aids. Makes discriminating use of materials.

HIGH: Employs a wide variety of materials in problem-solving situations. Uses community resources. Utilizes interesting review techniques. Provides for adequate pupil participation.

K. POINTS OUT THE INTERRELATEDNESS OF KNOWLEDGE TO PUPIL

LOW: Divides subject matter into separate compartments. Teaches fragments and isolated facts. Slavishly follows some artificial pattern of subject matter organization.

MEDIUM: Relates subject matter to lives of pupils. Brings out interrelated generalizations. Correlates subject matter area.

HIGH: Ignores artificial subject matter boundaries. Equips pupils with skills and insights to search for and use knowledge in meaningful situations.

L. DEMONSTRATES SKILL IN EVALUATION

LOW: Limits evaluation to tests which are poorly designed and do not measure stated objectives.

MEDIUM: Used a variety of evaluation procedures. Makes use of some individual conferences. Uses testing devices with directions. Makes an attempt to observe or measure stated objectives.

HIGH: Views evaluation as an integral part of learning. States objectives in terms of pupil's behavior. Observes behavior continuously, using anecdotes and measurement when appropriate. Sophisticated about test results and their limitations. Promotes pupil self-evaluation.

M. PROVIDES FOR INDIVIDUAL DIFFERENCES

LOW: Ignores individual differences. Maintains the same standards for all pupils. Uses the same assignments and the same devices for all levels of ability.

MEDIUM: Aware of individual differences. Makes some provision for slow learners, advances pupils, and those with various physical deficiencies. Provides some differentiation of work according to interest and maturity of pupils.

HIGH: Provides a wide variety of learning experiences designed to meet the varying needs and interests of every pupil. Encourages development of special individual talents. Makes effective use of diagnostic techniques.

6.6 TEACHER STANDARD OF EVALUATION (CONT.)

N. ACADEMIC PREPARATION IN SUBJECT AREA

LOW: Poorly prepared. Frequent errors and inaccuracies. Unwilling to admit weaknesses.

MEDIUM: Sufficiently prepared. Shows willingness to do further research. Familiar with the basic concepts and tools for acquiring added information in his/her area.

HIGH: Well prepared. A keen interest in expanding the academic background as evidenced by continued study.

II. CLASSROOM MANAGEMENT

A. DISCIPLINE

LOW: Puts little or no effort towards control of classroom. Constantly interrupted by students. Disrespectful student remarks directed toward teacher. Too much time wasted in attempting to get classroom control. Students show lack of consideration for teacher and each other.

MEDIUM: Pupils informed of correct behavior. Shows evidence of concern for disciplinary problems. Makes changes necessitated by discipline problems. Has made attempts to work through parents and/or counselor concerning discipline.

HIGH: Has developed good control in classroom. Students are guided in effective self-discipline. Has positive attitude and actions concerning student discipline. Teacher and students display evidence of mutual respect.

B. ORGANIZATION

LOW: Materials and equipment not properly stored and accounted for. Lack of daily housekeeping. Poor and inaccurate records. Materials not available when needed for lesson. Lack of procedure of operation. Lack of consistency.

MEDIUM: Making effort to be consistent in items listed under low and high.

HIGH: Materials and equipment maintained; accurate records kept. Classrooms organized for maximum effectiveness. Effective advance planning. Flexible planning when needed. Established procedures of operations. Consistency.

III. PROFESSIONAL QUALIFICATIONS

A. MAINTAINS EFFECTIVE RELATIONSHIPS WITH STAFF

LOW: Unwilling or unable to communicate with Principal or Supervisor. Shows rivalry with others. Resents administrative regulations.

MEDIUM: Seeks opportunities to communicate with Supervisor. Works cooperatively with others. Attempts to become acquainted with other personnel in the educational program.

6.6 TEACHER STANDARD OF EVALUATION (CONT.)

HIGH: Maintains relationships with Supervisor and other members of the staff, based upon mutual professional respect. Actively seeks opportunities to work cooperatively with others.

B. MAINTAINS EFFECTIVE RELATIONSHIPS WITH PARENTS

LOW: Views parents as a nuisance and necessary evil. Shows resentment of constructive parental interest. Unable or unwilling to communicate effectively with parents.

MEDIUM: Attempts to keep parents informed of pupil progress. Attempts to secure information about home background. Seeks parental help over problems in behavior.

HIGH: Treats the family setting as an integral part of education. Exhibits warm, friendly, encouraging acceptance of parental interest. Initiates contacts not necessarily associated with problem behavior.

C. SHOWS INITIATIVE AND DEPENDABILITY

LOW: Waits to be told what to do. Shirks work. Completely dependent upon routines and regulations. Negligent about carrying out responsibilities.

MEDIUM: Assumes appropriate responsibilities. Is not absent unnecessarily.

HIGH: Eager to assume responsibilities. Consistently dependable.

IV. PERSONAL QUALIFICATIONS

A. GOOD GENERAL HEALTH

LOW: Frequently ill. Little vitality or stamina.

MEDIUM: In good health. Only occasionally absent due to illness. Considerable vitality. Does not tire easily.

HIGH: Consistent good health.

B. DEMONSTRATES EMOTIONAL STABILITY, POISE, AND SELF-CONFIDENCE

LOW: Frequently tense and over-anxious. Unreliable. Loses temper easily. Frequently exhibits animosity toward pupils, staff, or parents.

MEDIUM: Usually cheerful. Meets difficulties calmly. Relatively stable and dependable.

HIGH: Characteristically meets situations objectively and realistically. Enjoys life. Provides security and support to pupils, staff and parents.

C. SHOWS CARE IN PERSONAL APPEARANCE

LOW: Neglects grooming. Careless about clothing.

6.6 TEACHER STANDARD OF EVALUATION (CONT.)

MEDIUM: Gives attention to grooming. Usually dresses appropriately for the occasion.

HIGH: Appears well groomed on all occasions. Shows care and attention to appropriate clothing.

SECTION 6.6 (CONT.)

BENTLEY COMMUNITY SCHOOLS

BURTON, MICHIGAN

TEACHER EVALUATION

ER	POSITION	
NAME OF TEACHER	DEPARTMENT OR	SCHOOL

DATE OF EVALUATION

DATE OF EVALUATION CONFERENCE

N.A. NOT APPLICABLE SEVERELY DEFICIENT4. GOOD NOT ACCEPTABLE 5. OUTSTANDING ACCEPTABLE N.A. NOT APPLIC

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COMMENT AND/OR CORRECTIVE SUGGESTION							
ORY	NA	NA	NA	NA	NA	NA	NA
LEVEL OF CATEGORY EVALUATION		Ч	Ч	Ч	Ч	1	Ч
EVALUATION	7	2	7	7	2	7	7
OF	ю	ñ	ю	с	e	Э	с
VEL	4	4	4	4	4	4	4
ΓE	2	5	5	2	ы	S	2
CRITERIA	TEACHING EFFECTIVENESS A. ATTRACTIVE, AESTHETICALLY SATISFYING ENVIRONMENT	B. COMMUNICATES EFFECTIVELY WITH STUDENTS	C. WRITES WITH SKILL	D. ESTABLISHES EFFECTIVE RELATIONS WITH STUDENTS	E. SENSITIVE TO INTER-PERSONAL RELATIONS AMONG PUPILS	F. GIVES EVIDENCE OF PRE- PLANNING ABILITY	G. USES WORTHWHILE INSTRUCTIONAL GOALS
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EGORY COMMENT AND/OR CORRECTIVE SUGGESTION	1 NA	1 NA	1 NA	1 NA	1 NA	1 NA	1 NA
LEVEL OF CATEGORY EVALUATION	3 2	2	3 2	3 2	3 2	2	3 2
EVA EVA	4 3	4 3	4 3	4 3	4 3	4 3	4 3
LEV	ъ	2	വ	ъ	ъ	2	ъ
CRITERIA	H. DEMONSTRATES AN UNDERSTANDING OF LEARNING PROCESS	I. FLEXIBILITY OF LEARNING OPPORTUNITIES, SENSES LEARNING OPPORTUNITIES SHOWS FLEXIBILITY	J. USES A VARIETY OF INSTRUCTIONAL METHODS AND MATERIALS	K. POINTS OUT THE INTER- RELATEDNESS OF KNOWLEDGE TO PUPILS	L. EVALUATION SKILLS DEMONSTRATES SKILL IN EVALUATION	M. PROVIDES FOR INDIVIDUAL DIFFERENCES	N. PREPARATION IN ACADEMIC SUBJECT AREA

SUMMARY COMMENTS:

SECTION 6.6 (CONT.)

	CRITERIA	LEV	'EL EV?	OF A	EVALUATION	LEVEL OF CATEGORY EVALUATION	COMMENT AND/OR CORRECTIVE SUGGESTION
II.	CLASSROOM MANAGEMENT						
	A. DISCIPLINE	5	4	3 2	2 1	NA	
	B. ORGANIZATION	5	4	e	2 1	NA	

SUMMARY COMMENTS:

TTT .	PROFESSIONAL OUALIFICATIONS							
A.	MAINTAINS EFFECTIVE RELATIONS WITH STAFF	ъ	4	e	5		NA	
в.	MAINTAINS EFFECTIVE RELATIONS WITH PARENTS	ъ	4	m	10	-	NA	
ບ່	SHOWS INITIATIVE AND DEPENDABILITY	ъ	4	с	3	H	NA	
D.	D. PROFESSIONAL SPIRIT	ъ	4	m	7	Ч	NA	

SUMMARY COMMENTS:

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COMMENT AND/OR CORRECTIVE SUGGESTION					
LEVEL OF CATEGORY EVALUATION		5 4 3 2 1 NA	54321NA	54321 NA	
CRITERIA	IV. PERSONAL QUALIFICATIONS	A. GOOD GENERAL HEALTH	B. DEMONSTRATES EMOTIONAL STABILITY, POISE, AND SELF-CONFIDENCE	C. SHOWS CARE IN PERSONAL APPEARANCE	

SUMMARY COMMENTS:

GENERAL COMMENTS:

I have reviewed this assessment with the evaluator and have received a signed copy. My signature does not indicate agreement or disagreement, but awareness thereof. I understand that I am entitled to write a rebuttal to this assessment if I wish and said rebuttal shall be attached and become part of this evaluation.

DATE:	SIGNED:	
		PRINCIPAL
DATE:	SIGNED:	
		TEACHER

6.7 CALENDAR

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

- 1. 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 1/2 day of student instruction.
- 2. 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.
- 3. The Administration will attempt, in the event it is necessary to close a building(s) or all buildings, 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.
- 4. 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 requirement for full State Aid requirement is met.
- 5. Should days in addition to the agreed upon calendars become necessary to meet the 180 minimum requirement, the two (2) parties will meet prior to May 1, to review the proposed extension and make arrangements for its implementation.
- 6. 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 Section 6-8 shall be the full salaries for the calendar year.

1996-1997 BENTLEY SCHOOLS CALENDAR August 19 JST Training for HS Faculty First Day for Teachers August 26 First Student Day (½ Day) August 27 Labor Day (No School) September 2 September 10 "Back to School" Night (HS/JHS) September 17Barhitte "Open House"October 25End of First Marking Period (HS/JH)October 30End of First Marking Period (Barhitte)November 5Election Day (No School: Parent/Teacher Conf - Barhitte)November 13Parent/Teacher Conferences (HS/JH)November 21JHS Drama PerformanceNovember 28 & 29Thanksgiving RecessDecember 23 - Jan 3Holiday BreakJanuary 15End of First SemesterFram Day at HS/JH (½ Day) September 17 End of First Semester Exam Day at HS/JH (½ Day) MLK Day (No School/Records Day) Winter Break HS Drama Performance Fod of Third Marking Period January 16 & 17 January 20 February 14-17 March 13 & 14 March 26 March 28 - April 4 Spring Vacation Barhitte Concert May 8 May 10 May 22 Junior/Senior Prom HS/JHS Concert May 26 Memorial Day May 30 Last Day for Seniors June 9-11 Final Exams (HS/JHS) Last Student Day (Barhitte) June 10 June 11 Last Student Day (HS/JHS) June 12 Commencement/Last Day for Teachers 1997-1998 BENTLEY SCHOOLS CALENDAR First Day for Teachers August 25 Open House 1:30 to 3:00 pm - Barhitte August 26 First Student Day Half Day - Junior High; Full Day - Barhitte/High School Labor Day (No School) September 1 September 26 Homecoming High School Open House/Annual Meeting October 2 October 31 End of First Marking Period (HS/JH/Barhitte) Half Day for Students at JHS/HS Parent/Teacher Conferences At Barhitte November 5 & 6 November 12Parent/Teacher Conf (HS/JH-No School for Students)November 27 & 28Thanksgiving RecessDecember 22 - Jan 2Holiday BreakJanuary 5School Resumes January 5 School Resumes Exam Days at HS/JHS (Half Days) End of First Semester (HS/JHS/Barhitte) January 21-23 January 23 Teacher Work Day (No School for Students @ JHS/HS) January 26 Winter Break (HS/JHS/Barhitte) Barhitte - Parent/Teacher Conferences End of Third Marking Period (Barhitte) February 13-16 February 25-26 March 20 End of Third Marking Period (HS/JHS) March 27 (JHS/HS Students report for half day of school) April 10-17 Spring Vacation May 9 Junior/Senior Prom May 25 Memorial Day (No School) Last Day for Seniors May 28 Honors Night (High School) June 4 June 5 Barhitte - Last Student Day Honors Assembly (High School) Commencement June 7 June 5,8,9 June 8, 9 Final Exams (HS) Half Days for Students (JHS/HS) Last Student Day (JHS/HS) June 9

1998-99 Calendar

August 18 August 26 August 28 August 31	Class assignments posted in Barhitte foyer First Day for Teachers at Barhitte Barhitte Open House 1:30 to 3:00 p.m. First Student Day at Barhitte Grades 1-4 8:40A to 3:25P AM Kindergarten 8:40 to 11:40A PM Kindergarten 12:20 to 3:25P First Day for Teachers at JHS/HS
September 1	First Student Day at JHS (Half Day) First Student Day at HS (Full Day)
September 7	Labor Day Holiday (No School)
September 14	HS Open House 7 p.m.
September 16	Student Half Day (JHS/HS)
September 21	"Parents Back-to-School" Day BHS
August 28	Barhitte Open House
October 19	BHS College Night 7 p.m.
October 21	Student Half Day (JHS/HS)
October 30	End of 1st Marking Period (JHS/HS)
November 2	BHS Parent Advisory Council
November 3	Teacher Work Day - No School at JHS/HS
November 4	End of 1st Marking Period (Barhitte)
November 11	HS Parent/Teacher Conferences
November 12	Barhitte & JHS Parent/Teacher Conf
November 13	No School for JHS/HS Students
November 18	Student Half Day (JHS/HS)
November 26, 27	Thanksgiving Recess
November 30	BHS Parent Advisory Council
December 16	Student Half Day Holiday Break (School Resumes Jan 4)
December 21-Jan 3 January 4	BHS Parent Advisory Council
January 20-21	Exam Days at HS (Half Days)
January 22	End of 1st Semester-No School at JHS/HS
February 1	BHS Parent Advisory Council
February 3	End of 1st Semester - Barhitte
February 12-15	Winter Break (BAR/JHS/HS)
February 17	Student Half Day (JHS/HS)
March 1	BHS Parent Advisory Council
March 17	Student Half Day (JHS/HS)
March 18	Barhitte Parent/Teacher Conferences
March 26	End of 3rd Mark Period-No School JHS/HS
April 2-9	Spring Vacation - No School
April 21	Student Half Day (JHS/HS)
May 19	Student Half Day (JHS/HS)
May 31	Memorial Day (No School)
June 3	Last Day for Seniors
June 10	Honors Night (HS) Barhitte - Last Student Day (Half Day)
June 10	Commencement
June 13 June 14	JH/HS Student Half Days-HS Final Exams
June 15	Last Student Day (Half)-JH/HS (HS Finals)

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BARHITTE ELEMENTARY

1998-99 CALENDAR

				AUG	iust				SEI	PTEME	BER					ос	тов	ER	
(Teacher Days) (Student Days)	<u>4</u> 1	M 3 10 17 24 <u>31</u>	T 4 11 18 25	W 5 12 19 ≎26	T 6 13 20 ◊27	F 7 14 21 ◊28	<u>21</u> 21	M 14 21 28	T 18 15 21 21 21 21 21 21	ଅ ମ୍ବର୍ଭ ଅ ମ ଅ ମ୍ବର୍ ଅ ମ୍ବର୍	T <u>3</u> 10 17 24	F 4 11 18 25		<u>22</u> 22	M 5 12 19 26	T <u>6</u> 13 20 27	W 7 14 21 28	T 1 8 15 21 20 20	F 21 99 19 23 20
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JUNIOR HIGH SCHOOL

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1998-99 CALENDAR

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STUDENT HOURS: 8:00-2:35 pm Half Days: 8:00-11:05 am								STUDENT DAYS - First: <u>Sept. 1, 1998</u> Last: <u>June 15, 1999</u>												
TEACHER HOURS: 7:30-2:40 pm								TEACHER DAYS - First: <u>Aug. 31, 1999</u> Last: <u>June 16, 1999</u>												

HIGH SCHOOL

1998-99 CALENDAR

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(Teacher Days) (Student Days)	<u>19</u> 17	୍ୟ ୨ 16 23 30		4 ₽Т <u>11</u> ▲ <u>18</u> 25	5 12 19 {H26	6 {13} <u>20</u> 27}	<u>14</u> 14	<u>7</u> <u>14</u> {21 28	1 8 15 29 29	W <u>2</u> 9 <u>316</u> 30	T <u>3</u> <u>10</u> <u>17</u> 24 31	F 4 11 18 ±25	<u>20</u> 19	4 11 18 25	5 12 19 26	_6 13 ₄20 27	<u>7</u> <u>14</u> <u>△21</u> ⊧ <u>28</u>	+1} <u>8</u> 15 ∞22 29
			FE	BRU	ARY				٨	IARCI	H					APF	RIL	
(Teacher Days) (Student Days)	<u>18</u> 18	M 1 8 15} 22	T 2 9 9 16 23	W <u>3</u> 10 △17 24	T 4 11 18 25	F 5 {12 <u>19</u> <u>26</u>	<u>23</u> 22	M 1815229	T 2 9 6 3 0 16 3 0	W 3 10 ₄17 24 31	T 4 11 18 25	F 5 12 19 ₽026	<u>16</u> 16	M 5 12 19 26	T 6 <u>13</u> <u>20</u> <u>27</u>	W 7 <u>14</u> <u>28</u>	T 18 15 21 21 21 21	F (2 9) <u>16</u> 23 30
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(Teacher Days) (Student Days)	<u>20</u> 20	M 310 10 17 24 131	T 4 11 18 25	W 5 12 <u>19</u> 26	T 6 13 20 27	F <u>7</u> <u>14</u> 21 28	<u>12</u> 11	M 	T 1 8 15 22 29	W 2 9 ◇16 23 30	T <u>3</u> <u>10</u> 17 24	F <u>4</u> <u>11</u> 18 25	N D Ji A	ept. 7 ov. 26 ec. 25 an. 1 pril 2 lay 31		Christi New Y Good	sgivin	/
KEY H Holiday: {} Vacatio or othe ◊ Non-St _ Studen	n Per r non- udent	worki Day						186	Stude Teach	nt Day her Da <u>y</u>	/S	ludes	12 half-day	s)				
 Student Day Day PT Parent/Teacher Conferences EP End of Marking Period 												tes =_	1,320 minu <u>2,220 minu</u> 3,540 minu	ites	059 F	lours		
STUDENT HOURS: 8:00-2:35 pm Half Days 8:00-11:05 am								STUDENT DAYS - First: <u>Sept. 1, 1998</u> Last: <u>June 15, 1999</u>										
TEACHER	R HOL	JRS: 7	7:30-2	2:40 p	m			TEACHER DAYS - First: <u>Aug. 31, 1998</u> Last: <u>June 16, 1999</u>										

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SECTION 6.8 SCHEDULE A

1997-98 Salary Schedule

	BA	BA+18	MA	MA+15	MA+30
0	26,266	27,580	28,959	30,407	31,927
1	26,975	28,324	29,740	31,227	32,789
2	28,460	29,883	31,377	32,946	34,593
3	30,022	31,523	33,100	34,755	36,492
4	31,676	33,259	34,922	36,668	38,502
5	33,418	35,089	36,844	38,686	40,620
6	35,256	37,019	38,870	40,813	42,854
7	37,193	39,053	41,006	43,056	45,209
8	39,242	41,204	43,264	45,427	47,699
9	41,399	43,469	45,642	47,924	50,320
10	44,296	46,511	48,836	51,278	53,842

1998-99 Salary Schedule

	BA	BA+18	MA	MA+15	MA+30
0	26,962	28,311	29,726	31,213	32,773
1	27,690	29,075	30,528	32,055	33,658
2	29,214	30,675	32,208	33,819	35,510
3	30,818	32,358	33,976	35,676	37,459
4	32,515	34,140	35,847	37,641	39,522
5	34,304	36,019	37,820	39,711	41,696
6	36,190	38,000	39,900	41,895	43,990
7	38,179	40,088	42,093	44,197	46,407
8	40,282	42,296	44,410	46,631	48,963
9	42,496	44,621	46,852	49,194	51,655
10	45,470	47,744	50,130	52,637	55,269

To be eligible for the MA+30 salary schedule, 20 of the additional semester hours beyond the MA Degree must have resulted in additional endorsement(s) to the certification held at the time the Master's Degree was earned.

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SCHEDULE B

EXTRA DUTY COMPENSATION

A CREAT AND A COOR	COMPENSATION
ACTIVITY OR SPORT VARSITY FOOTBALL - HEAD COACH	3,000
VARSITY FOOTBALL - ASSISTANT COACH	2,000
JUNIOR VARSITY FOOTBALL - HEAD COACH	2,000
JUNIOR VARSITY FOOTBALL - ASSISTANT COACH	2,000
JUNIOR HIGH FOOTBALL	1,350
VARSITY BASKETBALL - HEAD COACH	3,000
JUNIOR VARSITY BASKETBALL - HEAD COACH	2,000
FRESHMAN BASKETBALL - HEAD COACH	1,350
JUNIOR HIGH BASKETBALL - HEAD COACH	1,350
VARSITY VOLLEYBALL - HEAD COACH	3,000
JUNIOR VARSITY VOLLEYBALL - HEAD COACH	2,000
JUNIOR HIGH VOLLEYBALL - HEAD COACH	1,350
VARSITY WRESTLING - HEAD COACH	3,000
JUNIOR HIGH WRESTLING - HEAD COACH	500
VARSITY BASEBALL - HEAD COACH	2,200
JUNIOR VARSITY BASEBALL - HEAD COACH	1,500
JUNIOR HIGH BASEBALL - HEAD COACH	1,200
VARSITY SOFTBALL - HEAD COACH	2,200
JUNIOR VARSITY SOFTBALL - HEAD COACH	1,500
JUNIOR HIGH SOFTBALL - HEAD COACH	1,200
VARSITY TRACK - HEAD COACH	2,200
JUNIOR VARSITY TRACK - HEAD COACH	1,500
JUNIOR HIGH TRACK - HEAD COACH	1,200
CROSS COUNTRY	1,500
GOLF	1,500
VARSITY CHEERLEADER - HEAD COACH	3,000
JUNIOR VARSITY CHEERLEADER - HEAD COACH	2,000
CLASS SPONSOR - 9TH GRADE	1,000
CLASS SPONSOR - 10TH GRADE	1,250
CLASS SPONSOR - 11TH GRADE	1,500
CLASS SPONSOR - 12TH GRADE	1,750
BAND DIRECTOR	3,000
DRAMA DIRECTOR	1,000
YEARBOOK	2,000
NATIONAL HONOR SOCIETY	1,000
SENIOR HIGH CLUBS	500
JUNIOR HIGH CLUBS	350
ELEMENTARY CLUBS	250
STUDENT COUNCIL	1,000
STUDENT ASSISTANCE PROGRAM	500
SCHOOL IMPROVEMENT	500
LIBRARIAN	1,500
ACADEMIC CHALLENGE/QUIZ BOWL	1,000
FACULTY COUNCIL REPRESENTATIVE	2,000

SCHEDULE C

MISCELLANEOUS SALARIES

1.	Chaperon for Activities	\$ 7.00/hour
2.	Intramural	\$ 6.00/hour
3.	Hourly Substituting	\$ 9.00/hour
4.	Athletic Events - Timers, Scorers, etc.	\$20.00 f/2 Games \$10.00 f/1 Game
5.	Driver Education	\$15.00/hour
6.	Head Teacher	\$46.00/hour

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BENTLEY COMMUNITY SCHOOLS SENORITY LIST JUNE 30, 1997

				JUNE 30,	1.66T			
TEACHER's Name	Seniority Date	Years of Senior -ity	First Date of Employ- ment	Date of Initial Contract	Type of Certification	Area(s) of Certification	Current Assignment	Leave Status
Fortier, Katherine	9/65	32	9/65	8/65	Elem. Perm.	K-8 All	Barhitte – 3rd Grade	
Darby, Dayle	9/66	31	10/17/66		Sec. Perm.	7-8 All, 9-12 BA, CE, CX	Sr. Hi - English	
Carpenter, Edna	01/22/68	29.5	01/22/68	01/19/68	30 hr. Cont.	K-8 All, Grade 9 CX, CB, BR	Barhitte - 2nd. Grade	
Walker, Judith	09/01/69	28	09/01/69	05/12/69	Sec. Perm.	7-8 All, K-12 MX, 9-12 CE	Jr. Hi – Phys. Ed.	
Trier, Casimira	09/01/70	27	09/01/70	07/13/70	Sec. Perm.	7-8 All, 9-12 BA, FB	Jr. Hi - English	
Crawford, David	09/01/70	27	09/01/70	07/13/70	30 hr. Cont.	7-8 All, 9-12 DA, DX, NJ	Sr. Hi - Science	
Campbell, Patricia	09/10/70	27	09/10/70	09/14/70	30 hr. Cont.	K-8 All, 9-12 CC, CB, CF, K-12 BR	Barhitte - Reading & Gifted & Talented	
Wilcox, Ron	04/19/71	26	04/19/71	04/05/71	Cont.	K-8 All, Grade 9 DA, DX	Jr. Hi - Science	

Demino, Betty	05/03/71	26	05/01/71	05/10/71	30 Hr. Cont.	K-8 All, Grade 9 CX, K-12 BR	Jr. Hi - 5th & 6th Grade	
Konzer, Tanilu	09/01/71	26	09/01/71	06/14/71	30 hr. Cont.	K-8 All, K-12 SA, SM, Grade 9 CX, BA	Jr. Hi - LD & EI Consultant	
Cunningham, Richard	09/01/71	26	09/01/71	09/13/71	Cont.	7-8 All, K-12 LX	Sr. Hi - Art	
Bickley, Mary	09/01/72	25	09/01/72	08/14/72	30 hr. Cont.	K-8 All, Grade 9 BX, K-12 SE	EI Consultant	
Terhaar, Gail	09/01/70	24.5	09/01/70	06/24/70	30 hr. Cont.	K-8 All, 9-12 BA, EX, MB	JHS - Tech Lab	
Cutter, Patricia	09/01/72	24.5	09/01/72	08/14/72	30 hr. Cont.	K-8 All, K-12 BR, SM	Barhitte - 4th Grade	
Bowman, Folke	01/01/74	22.5	01/01/74	01/14/74	Cont.	K-8 All, Grade 9 CC, K-12 SM	Sr. Hi - LD Consultant	
Hildreth, Jeanette	09/01/75	22	09/01/75	06/23/75	30 hr. Cont.	K-8 All, Grade 9 DX, K-12 SM, SA	Barhitte - EMI & LD	
Gay, Kenneth	09/01/75	20	09/01/75	06/23/75	Cont.	7-8 All, 9-12 CC, CX, BA	Sr. Hi – English & Soc. Studies	
Cowan, Karen	09/12/77	20	09/12/77	09/12/77	Cont.	7-8 All, K-12 SA, SM, SE	Barhitte – LD & EI Consultant	

Maruszak, David	09/01/75	19	09/67	09/67	Sec. Perm. w/ 30 hr. Cont.	7-8 All, 9-12 CX, K-8 All	Barhitte - 3rd Grade	
Powell, Sheryl	09/04/79	18	09/04/79	09/04/79	Perm.	7-8 All, 9-12 FA, FF	Sr. Hi - French	
Johnson, Michael	09/01/75	17	09/01/75	07/28/75	18 hr. Cont.	K-8 All, Grade 9 BX, CX	Barhitte - 2nd Grade	
Scriven, Jennifer	09/02/80	16.5	09/02/80	09/02/80	Cont.	K-8 All, Grade 9 CE, K-12 SA, SM	Jr. Hi - LD Consultant	
Cutter, Delbert	08/25/86	10	08/25/86	08/25/86	Cont.	K-8 All, Grade 9 BX	Jr. Hi – 5th & 6th Grade	
Coale, Susan	08/28/89	8	08/28-89	08/29/89	Prov.	K-12 JX	Jr. & Sr. Hi - Music	
Hack, Bethany	09/11/89	8	09/11/89	09/11/89	Cont.	K-8 All, Grade 9 JX, CX	Barhitte - Pre-School Part Time	
Bachinski, Catherine	02/04/90	7	02/04/90	04/11/60	Prov.	K-5 All, K-12 MX, K-8 Self CC	JHS - 5th Grade	
Neadeau, Christie	08/27/90	7	08/27/90	08/00/80	Cont.	K-8 All	Barhitte - 1st Grade	
Gauthier, Paula	08/27/90	7	08/27/90	08/06/90	Prov.	K-5 All, 6-8 BX, DX, CX, K-8 Self CC	Barhitte - Kdg	

Geisler, Arlene	08/19/91	ە	08/26/91	08/19/91	Perm. Vocarional	7-8 All, 9-12 GH, GX, VB Secretary Prog	Sr. Hi – Bus. Ed. Part Time	
Alberts, Christine	08/23/91	9	08/23/91	08/23/91	Prov.	K-5 All, K-8 Self CC, Grade 6-8 JX	Barhitte - 4th Grade	
Hodack, Judith	01/27/92	5.5	08/26/91	01/27/92	30 hr. Cont.	K-8 All, Grade 9 JX	Jr. Hi – Sci. & Soc. Half– Day	
Hartker, Dorothy	01/27/92	5.5	08/26/91	01/27/92	Prov.	SB	Speech Correction Half-Day	
Lighthiser, Maureen	02/12/92	5.5	02/12/92	02/12/92	Prov.	K-8 All, Grade 9 BX, CX, DX	Barhitte - 1st Grade	
Matus, Thomas	09/ /92	5	09/ /92		SW - Cert not Required		Spec Ed	
Hoekstra, Ronald	09/ /92	5	09/ /92		30 Hr Elem Cont	SA SE CX BA	Learning Disabil.	
Purdy, Beth	08/30/93	4	08/30/93		Sec Prov	SA	Learn Dis	
Roberson, Charmaine	08/30/93	4	08/30/93		Elem Prov	NE BX	JHS - Comp Lab	
Roberts, Laura	08/30/93	4	08/30/93		Elem Prov	BX; CX	Elem	

Winterfield, Jill	10/26/93	3.7	10/93	Elem	NE	Elem	
Smith, Autumn	02/22/94	3.4	02/22/94	SW - Cert not Required		School Soc Worker	
Hobson, Cheryl	08/24/94	3	08/94	Sec Perm	NM; DA DC	HS Science	
Duncan, Jeffrey	08/23/94	3	08/94	Sec Prov	NM; CC MB	Phys Ed; History	
Cobb, Marla	09/28/94	2.9	09/94	Elem Prov	NE CC; JX CX	Early Childhd Ed	
Osmun, Debra	09/06/94	3	09/94	Elem	NE CC; CX MB	Elem	11
Luketich, Julie	07/17/95	2	07/95	Elem Prov	CC; BX	Elem	
Shields, Carol	08/21/95	2	08/95	Elem Prov	CC; CX BX	JHS	
Torok, Chris	08/7/95	2	08/95	Sec Prov	EX; DX	HS Math	
Walter-Glidden, Julie	11/13/95	2	11/95	Elem Prov	CC; LX	Bar-Art	
McClendon, Lisa	11/27/95	1.7	11/95	Elem Prov	NE CC; DX BA	Elem-1st	
Kefgen, Judy	05/20/96	1	Sub pre 05/20/96	Hs Eng	BD BA;	Hs English	

6th Grade	2nd Grade	JHS Speech Pathologis t	7/8th For Language	7/8th Grade Math	HS Art	HS Eng & Soc St	HS Math	HS Guid Counselor	Elementary	HS Science	Asst Princ Athl Dir	
CC; MB BX EX	CC CX BX;	cc sB;	FA CX;	CF EX;	LX BD;	CC; BA	EX DE;	BX CX; NT	CC; BX	GR 7-12 DA NR	7-8 All Subj; 9-12 CE DA	
6th Grade	2nd Grade	JHS Speech Pathologist	7/8th Grade Foreign Lang	7/8th Grade Mathematics	HS Art	HS Eng/Soc Studies	HS Mathematics	HS Guid Counselor	Elementary	HS Science	Asst Princ Athletic Dir	
Sub pre 05/20/96	07/01/96	07/01/96	07/01/96	07/01/96	07/01/96	07/01/96	07/16/96	07/16/96	11/4/96	6/30/97	6/30/97	
1	1	1	1	1	1	1	1	1	.8			
05/20/96	07/01/96	07/01/96	07/01/96	07/01/96	07/01/96	07/01/96	07/16/96	07/16/96	11/4/96	6/30/97	6/30/97	
Hammill, Robert	Labus, Lorraine	Degner, Patricia (½ Bentley; ½ Bendle)	Barkman, Danielle	Maleck, Pam	Pawluk, Stephanie	Sharp, Susan	LePalm, Gary	Welch-Gay, Lynn	Nash, Amy	Burger, Frank	St. Aubin, David	

Tucker, Michael	6/30/97	6/30/97	HS English	BS Eng/Lang/ Lit; Comm	HS English	
Williams, Michael	6/30/97	6/30/97	JHS SS/Eng	GR 7-12 CX BA	JHS SS/Eng	
Hachtel, Jodi	7/21/97	7/21/97	Elementary	K-5 All; 6-8 Math, SS	Elementary	
O'Neill, Christine	7/21/97	7/21/97	Elementary	K-8 ZA	Elementary	
Wehrli, Judith	7/21/97	7/21/97	Elementary	K-8 9 CX	Elementary	
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LETTER OF AGREEMENT

The Bentley Community Schools Board of Education and the Bentley Education Association hereby agree to the following:

WHEREAS Folke Boman is now a duly elected MEA Board of Directors Representative for Region 10, which includes Bentley Schools, the above named parties agree to grant Mr. Boman leave days required to fulfill his duties. These days shall not be charged to either the Association or Mr. Boman. The cost of each day's salary shall be borne by the Michigan Education Association, with arrangements to be completed with the Superintendent. Advance notification shall be made in accordance with Article IV, A-2 of the Master Agreement. This agreement shall expire with the expiration date of Mr. Boman's terms of office.

For the Association	Date	For the Board	Date
For the Association	Date	For the Board	Date
For the M.E.A.	Date	For the Board	Date



