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RESOLUTION FOR AGREEMENT

This agreement entered into this first day of July, 1990 by and between the Bendle Education Association (hereinafter called the Association) affiliated with the Michigan Education Association (hereinafter called the MEA) and the National Education Association (hereinafter called the NEA) and the School District of Bendle, City of Burton, County of Genesee (hereinafter called the Board.)

WITNESSETH

Whereas the Board and the Association recognizes and declares that providing a quality education for the students of the Bendle Public School System is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teacher service, and;

Whereas the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and;

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and;

Whereas the parties have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed:

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified personnel under contract, employed or to be employed by the Board, excluding: Superintendent, Administrative Assistants, Principals and Supervisors, within the meaning of the Public Employment Relations Act. The term "teacher", when used hereinafter in the Agreement, shall refer to all professional certificated employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

- C. Payroll deductions will be made for teachers who sign and deliver to the Board an assignment authorizing deductions of membership dues for the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sums shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.
- D. All teachers in the employ of the District shall be obligated to either be members of the United Professions and pay dues (or) if they do not desire membership in the United Professions, pay the equivalent. Any teacher making the choice of paying the "equivalent" shall have the amount of local dues directed toward the Association, shall pay a service fee and the remainder shall go to the Bendle Public School Libraries.
1. Any teacher failing to meet such obligation shall have his/her employment terminated by the Board at the end of that current school year.
- E. The Association agrees to indemnify and save the employer, and all administrators harmless against any and all claims, demands, costs, suits or other forms of liability and all court or other administrative agency costs that may arise out of action taken by the employer for the purpose of complying with this Article. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected board exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board or his/her institution of any

grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the American Arbitration Association.
- C. The Association and its members shall have the right to use school building facilities upon request to the building administrator. Teachers shall be permitted to wear identifying insignia portraying membership in an Association. Bulletin boards in teachers' lounges and other established media of communication shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association in response to requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

NEGOTIATING PROCEDURES - RESOLVING DISAGREEMENT

Recognizing their respective responsibilities for the education of the students in the community, both parties accept their obligation to strive for uninterrupted operations of the school system.

To this end, both parties pledge themselves to negotiate in good faith such matters as may appropriately be included in an Agreement between them and, in the event of failure to reach agreement, to utilize procedures as established in the grievance procedures. Both parties include the provisions of this paragraph for the purpose of indicating their pledge to the community to discourage the interruption of the operation of the school system, they nevertheless reiterate that each of them will make effort to reach agreement at the local level where important details of the needs of the school system can most clearly and thoroughly be understood.

CHAPTER I - SALARIES

The salaries covered by this Agreement are set forth in the Appendices which are attached hereto and made a part of this Agreement.

CHAPTER II - TEACHING CONDITIONS

Section 2.01 - Class Loads

To insure a high quality of education, the pupil-teacher ratio is an important aspect of effective programming. The Board of Education will make a continuing effort to teach and maintain good pupil-classroom teaching ratios, with emphasis at the K-3 level where it is agreed that a good pupil-teacher ratio is desirable to insure the very best learning environment. Also, every effort will be made to insure that mainstreamed students in regular classrooms, consistent with IEPC placement, is done in such a manner (number/distribution) as to give all students the best possible educational experience.

- A. There will be a serious effort made in the placement of all students who are mainstreamed to assure equal distribution in general education classrooms.
- B. In order to assist in the equitable distribution of all students amongst available classes, the Board shall provide the Association with a report on the distribution of students prior to the beginning of the school year. The Association may request a meeting to discuss said report and said meeting, if requested, will occur prior to the beginning of the school year. For students enrolling after the beginning of the school year a serious effort will be made to assure equal distribution district wide.
- C. Following the official state membership count date each year the Board will provide the Association with a listing of all class sizes in the district. Following receipt of said list the Board and the Association shall meet to review the data.
 1. If the Association is not satisfied that the effort to reach and maintain a good and acceptable pupil-classroom teacher ratio has been satisfactorily made by the Administration, as a result of this report, they are to submit, in writing, any suggestions or alternatives to the Board of Education via the Office of the Superintendent. These suggestions and/or alternatives to be placed on the Board agenda for action at the regular Board meeting in October.
 2. The Board assures the Association that their suggestions and recommendations will be reviewed and studied and that decisions made, as a result of these suggestions and recommendations, will be consistent with the Board philosophy of the importance of good pupil-teacher ratios in the classroom.
- D. Should an unacceptable classload situation develop after the fourth Friday count, teachers will have the right to submit suggestions for review to the Association.

Section 2.02 - Teaching Hours

- A. The teachers' scheduled work day in the elementary and secondary schools shall consist of six (6) hours and twenty (20) minutes.
1. The teachers' normal scheduled teaching hours in the secondary schools shall be as follows:
 - a. Check-in time no later than.....7:45 a.m.
 - b. At assigned place of duty no later than.....7:50 a.m.
 - c. After student dismissal in the afternoon, remain at assigned place of duty until.....2:50 p.m.
 - d. Leave school no earlier than.....2:50 p.m.
 2. The normal scheduled teaching hours for teachers in Grade 1 through Grade 6 and for special service assignments at the elementary level where a 45-minute lunch hour is assigned will be as follows:
 - a. Check-in time no later than.....8:15 a.m.
 - b. At assigned place of duty no later than.....8:20 a.m.
 - c. After last student dismissal in the afternoon at 3:15 remain at assigned place of duty until.....3:20 p.m.
 - d. Leave school no earlier than.....3:20 p.m.
 3. The normal scheduled teaching hours for Kindergarten assignments at the elementary level where a 45-minute lunch hour is assigned will be as follows:
 - a. AM Kindergarten
 1. Check-in time no later than.....8:20 a.m.
 2. At assigned place of duty no later than.....8:20 a.m.
 3. After Kindergarten dismissal at 11:05 a.m., remain at assigned place of duty until leaving time....11:30 a.m.
 - b. PM Kindergarten
 1. Check-in time no later than.....12:15 p.m.
 2. At assigned place of duty no later than.....12:15 p.m.
(Instruction for the PM Kindergarten to commence at 12:25 p.m.)
 3. After Kindergarten dismissal at 3:00 p.m., remain at assigned place of duty until leaving time....3:25 p.m.
 4. Teachers serving at both the elementary and secondary levels and half-time teachers assigned to either AM or PM session will receive work schedules contingent upon their level of assignment and/or grade but not to exceed six (6) hours and twenty (20) minutes if working full time; or, not to exceed three (3) hours and ten (10) minutes of working part time.

5. The normal lunch hour for teachers at the elementary and secondary levels shall consist of forty-five (45) minutes, duty-free and uninterrupted, and at the conclusion of the 45-minute lunch period shall be at their assigned place of duty. Teachers who are assigned to one building in the AM session, and a different building in the PM session, will be assured ten (10) minutes of travel time at the conclusion of their duty-free and uninterrupted 45-minute lunch period. Mileage reimbursement will be granted consistent with the rates established in this Agreement.
 - a. On occasion, the Building Principal may find it necessary to call upon the teaching staff to assume the responsibility of lunch hour supervision during his absence. If a teacher accepts this assignment, the Building Principal will not be considered in violation of the Master Contract. In addition, this assignment is not to be counted as a "substitute" teaching assignment as detailed in Section 10.05.
 - b. Any teacher accepting the assignment of noon supervision shall be paid at the rate indicated in Appendix E for the duration of this Master Contract Agreement.
- B. While Para "A" above describes the teachers' normal working day, circumstances may arise that make changes within the normal scheduled working day necessary. However, in no case shall the work day be extended in length beyond Para "A" above.
 1. Teachers affected by such a change shall receive a duty-free uninterrupted lunch period of not less than thirty (30) minutes, no more than forty-five (45) minutes.
- C. Whenever a deviation from the normal starting times and/or the normal lunch period is deemed necessary for implementing a change of program, the Administration shall be required to meet with the Association to review the contemplated change. If the Association has recommendations that are not included with the plan for change as presented by the Administration, the Association will place their recommendations in writing and they are to be presented to the Bendle Board of Education at the time the Administration presents their plan to the Board for action.
- D. Whenever a deviation from the normal scheduled teaching day is deemed desirable in the best interests of boys and girls in an educational program with an individual building, a 2/3 majority approval gained at a collective meeting of the teachers involved in the proposed change must be received to facilitate such a change.
 1. The teachers involved have the right to prompt local Association consultation before giving approval of the proposed change.
 2. Proposed changes must be in accordance with Para "A" and "B".

- E. Since the interim between a teacher's last class assignment and the teacher's leaving time after completing their scheduled work day is so brief, no "early" leavings shall be generally authorized.
1. However, the building principal may grant an early leaving authorization should a circumstance of exceptional nature arise that is deemed worthy of consideration.
- F. 1. Teachers shall attend staff meetings called by the building principal to whom the teacher is assigned. When a principal is assigned to more than one building, staff meetings may be held jointly or in separate buildings, as appropriate.
- a. The maximum number of such staff meetings shall not exceed seven (7) per year.
 - b. A regularly scheduled staff meeting, with notice and agenda served to each teacher at least five (5) days prior to the meeting, shall not extend beyond sixty (60) minutes from the convening time and not later than 3:50 p.m. for the secondary buildings; and 4:30 p.m. at the elementary buildings.
 - c. A special 30-minute emergency staff meeting may be called by the building administrator in situations where such a meeting is deemed necessary. This type of meeting may be scheduled upon 24 hours written notice, with agenda attached; provided to each teacher and will be counted as one of the seven (7) staff meetings allowed each year.
2. Teachers are to recognize that, if they are not in attendance for an entire staff meeting which has been scheduled per contract regulations, they are not complying with the contract provisions pertaining to their teaching hour assignments and consequently, a pay adjustment will be made accordingly. (Interpretation: Failure to attend an entire staff meeting will constitute a salary reduction in the amount of one (1) hour of the teacher's hourly rate of pay.)
 3. Consideration will be given by the building administrator to excuse teachers who may have a long standing doctor's appointment, professional class examination, or other vital reasons for absence on the condition that the administrator is notified immediately upon receipt of the meeting notice. Verification may be required.
 4. Consideration will also be given by the building administrator to excuse teachers in case of personal illness which develops while the teacher is at work on the day of the staff meeting.
- G. In the event that the grade levels according to school buildings are realigned, Section 2.02 will be reopened.

Section 2.03 - Preparation Time

Daily preparation for effective teaching, correcting examination papers, computing grades, conducting parent/student conferences, and related activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. Because both parties agree that the primary duty and responsibility of the teacher is to teach and that the organization of the school and school day should be directed toward insuring that the energies of the teacher are primarily utilized to this end, the board shall grant one preparation period per day to all teachers for this purpose. The preparation period for full-time teachers shall not be less than forty-five (45) minutes in duration and shall normally be assigned to a single period of time. Half-time teachers shall receive no less than one-half of the time granted to full-time teachers. (If an unusual situation occurs, and with the consent of the teacher, the preparation period may be divided into two periods of time.

1. Kindergarten teachers shall receive two (2) twenty-five minute preparation periods: one in the AM and one in the PM, to coincide with their half-day Kindergarten sessions.
2. Other variations will be permissible, with mutual consent of the teacher and the building administrator.
3. At the secondary level, particularly in the science subject areas, where demonstrations, experiments and laboratory preparations are so vital in the classroom preparation, every effort will be made to insure that science teachers can fully utilize their preparation period by having their regular classroom available to them during their scheduled preparation period. These same efforts will be made for all secondary staff members. However, it must be recognized that due to the present limited number of regular classrooms, this sometimes cannot be done.
4. When IEPC meetings are scheduled during the staff member's preparation period, every effort will be made to see that the IEPC meeting is scheduled in the building of that child's classroom teacher.
5. Teachers required to travel during their preparation time will be reimbursed for mileage consistent with the rates established in this Agreement.
6. No teacher shall be required to travel on a regular basis during his/her designated forty-five (45) minute preparation time.

Section 2.04 - Assignments

A teacher shall not be assigned to instruct in any area outside his/her teaching certification or his/her major or minor field of study, except temporarily and voluntarily. It is educationally sound and very important that staff members know their assignments for the following year at the very earliest possible time.

Section 2.05 - Working Conditions

- A. The Bendle Education Association and the Bendle Board of Education recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. The Board shall attempt to keep the schools and other district facilities in working conditions which are conducive to such quality programs for our students. Bargaining unit members are to report to their building principal any physical aspects of their classroom such as lights, ventilation, heat, etc. which are not conducive to a high quality of education in order that attention can be given to any such deficiency.
- B. The Bendle Board of Education, the Bendle Administration, and the Bendle Education Association mutually agree to enforce the Bendle Public Schools Student Code of Conduct.

CHAPTER III - VACANCIES AND TRANSFERS

Section 3.01 - Vacancies

- A. Whenever any vacancy in any professional position in the district shall occur from the first day of the school calendar year to five days prior to the last working day on the school calendar, the Board shall publicize same by giving written notice in the following manner:
 - 1. Provide a copy of said notice to each teacher. Notice to be placed in each professional staff member's mailbox.
 - 2. Vacancy notices shall be published within one week subsequent to receipt of employee's written intent to vacate his/her position.
 - a. Vacancy notices for positions in summer programs shall be published within one week subsequent to the date the program is approved by the Board

No vacancy shall be permanently filled until seven calendar days after such vacancy notice has been distributed to all staff members.

- B. During the last five days of the current school year and during the summer recess period until August 10th of each year, such vacancy notices shall be given only to those teachers submitting a written request for same to the Superintendent's Office stating those positions/vacancies in which they are interested and for which they wish to be notified. A copy of each vacancy notice will also be sent to the President of the Bendle Education Association.
1. Vacancy notices during this interim of time will also be posted on a file provided for that purpose in the Teacher's lounge at the Bendle Senior High School. (This building is open Monday through Friday, 7:00 a.m. - 3:30 p.m. during the summer recess period.)

Vacancies occurring during this period of time will be filled only after the notice has been provided for at least fifteen calendar days.

- C. Vacancy notices for vacancies occurring between August 10th and the first working day of the new school year will be given only to those teachers submitting a written request for same as stated in Paragraph "B" above, with a notice also being sent to the President of the Bendle Education Association and properly posted in all school buildings.

No vacancy shall be permanently filled during this period of time until seven calendar days after such vacancy notice has been posted and distributed.

- D. The Board and the Association recognize that when vacancies occur during the school year, it may be difficult to fill them from within the district without causing undue disruption to the existing instructional program. Therefore, when applications are received and the position is not awarded due to causing a disruption to an existing program, the applicant will be notified that the position will be assigned to him/her at the beginning of the ensuing school year. In such situations, during the interim, the position will be filled on a temporary basis and this position will be considered vacant at the end of the school year, which will then permit the applicant who was awarded the position to assume this assignment on the first day of the following school year. If no requests for transfer are received, the position will be filled on a permanent basis.
- E. When a vacancy in a professional position in the district has been filled, all applicants who applied in writing will be notified of the decision, in writing, within one week after the position has been filled.
- F. The Bendle Board of Education supports the philosophy of filling vacancies from within its own teaching staff whenever possible. Vacancies shall be filled on the basis of length of service in the district, experience, competency, previous job evaluations, and other qualifications as stated in the job description. All vacancies shall be posted with accompanying job description. In each case when a teacher

applies for a position, he/she shall be notified in no less than ten (10) days of the expiration of the vacancy notice, of the disposition of his/her application.

- G. Any teacher who has his/her assignment eliminated because of student enrollment shall receive notice of same in writing. Said teacher shall have the right to request an assignment from available vacancies prior to other transfers being allowed. Every effort will be made to honor said request.

Section 3.02 - Vacancies - Coaching Assignments (Appending "B")

- A. Whenever any vacancy in assignment applicable to Appendix "B" occurs during the school year, the Board shall publicize same by giving written notice in the following manner:

1. Provide a copy of said notice to each teacher. Notice to be placed in each professional staff member's mailbox.
2. Vacancy notices shall be published within one week subsequent to the receipt of employee's written intent to vacate his/her position.

No vacancy shall be permanently filled until five days after such vacancy notice has been distributed to all staff members.

- B. During the summer recess such vacancy notices shall be given to those teachers submitting a written request for same to the Superintendent's Office stating those positions/vacancies in which they are interested and for which they wish to be notified. A copy of each coaching vacancy notice will also be sent to the President of the Bendle Education Association.

1. Notices for coaching vacancies occurring during the summer recess will also be posted in the same manner as stated in Section 3.01, Para B-1.

Vacancies occurring during the summer recess, commencing on the last day of school until after August First will be filled only after the notice has been provided for at least fifteen (15) days.

On August First and thereafter until the opening of school, vacancies occurring will be filled only after the notice has been provided for at least seven (7) days.

- C. 1. The Board and the Association recognize that when vacancies occur and no professional staff member applies, or is qualified for the position, this vacancy may be filled on a temporary basis until the end of the current school year in June by a person other than a member of our full-time teaching staff.

- a. Being qualified is more than just having a teaching certificate. It includes such things as having experience as a participant in that particular sport, previous coaching experience and/or even college credit in method courses or techniques of that particular sport.
 2. However, in all such instances, when a person other than a member of our full-time teaching staff is hired for a position on a temporary basis, this assignment will be declared "vacant" at the end of that particular sport season, thus offering an opportunity for all staff members to apply. As long as non-teaching personnel are assigned to these positions, this procedure will be repeated annually.
- D. Vacancy notices for all temporary coaching positions (those filled by persons other than staff members) will be posted according to the following schedules:
- No later than date preceding sport or activity:
- May 15 - Summer and Fall
October 1 - Winter
February 1 - Spring
- E. When a coaching assignment is finalized, all applicants who applied in writing will be notified of the decision, in writing, within one week after the coaching position has been filled.

Section 3.03 - Implementation of Sections 3.01 and 3.02

The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job description. In each case when a teacher shall apply for a vacancy, he/she shall be notified in no less than ten (10) days of the expiration of the vacancy notice, of the disposition of his/her application.

Promotions:

1. All teachers (applicants) will be granted an interview by the administrator, or administrators, responsible for the filling of the announced vacancy.
2. In each such case, when a teacher (applicant) applies for such vacancy, he/she shall be notified in no less than ten (10) days of expiration of the vacancy notice of the disposition of his/her application.

C. Granting of Sick Leave Days

1. These days are subject to verbal notification to the Building Principal, or designee, by no later than 6:00 a.m. on the day the leave is to be taken (preferably the day or evening before when the necessity for taking a sick leave day is known in advance).
 - a. Upon verbal notification to the Building Principal, or designee, the teacher must state specifically if the day being taken is:
 1. A sick Leave Day.
 2. A Personal Leave Day being requested on an emergency basis.
 3. A day which does not meet the criteria of Section 5.01 and/or Section 5.02 and is therefore a day being taken with pay deducted.

D. Return to School After Taking a Sick Leave Day

When returning to school after taking a sick leave day, the teacher shall be required to submit a written form "Verification of Absence" which is provided by the school. This form is to be counter-signed by the Building Principal, who will then forward it to the Central Administration Office. This form is necessary in order to maintain accurate and documented employee payroll records, and it is the teacher's responsibility to see that it is submitted.

1. No deduction will be made from a teacher's pay for a sick leave day taken from within his/her accumulation of such days. However, if the teacher has not submitted the "Verification of Absence" prior to the second payday following his/her absence, his/her paycheck will be held in the Central Administration Office until such time as the teacher comes to the Central Office, where he/she shall complete the required form, and pick up his/her check. (In such cases, counter-signing by the Building Principal will not be required.)

E. Emergency Sick Leave Bank

At the beginning of each school year and at the request of the Association, members of the Bendle Education Association, who wish to, will have the opportunity to contribute one (1) of the above granted sick leave days from their personal accumulation to an "Emergency Sick Leave Bank" to be used in an emergency by personnel.

1. The number of days donated and credited to the Emergency Sick Leave Bank shall be used at the discretion of the Emergency Sick Leave Bank Board elected by and from the Emergency Sick Leave Bank membership.

- a. Prior to the 4th Friday of each year, a copy of the "criteria" or "Guidelines" for use of the Emergency Sick Leave Bank, as formulated by the Emergency Sick Leave Bank Board, shall be submitted to the Superintendent who, in turn, will place this item as "communications received" on the agenda for the regular meeting of the Bendle Board of Education in October.
 - b. Whenever a teacher requests sick leave days from the Emergency Sick Leave Bank, a copy of that request shall be forwarded to the respective Building Principal by the Emergency Sick Leave Bank Board.
2. The unused portion of said days shall accumulate in the Emergency Sick Leave Bank each year.
 3. During the school year, if the accumulated days in the Emergency Sick Leave Bank should drop below fifty (50), additional days may be donated at the rate of one (1) per Bank Member, one-half (1/2) day for half-time employees who are members of the bank.
 4. All days donated to the Emergency Sick Leave Bank by employees and credited to the Emergency Sick Leave Bank shall be donated over the employee's signature on a form provided by the Association.
- F. If a person is rehired, except under the terms of Leave of Absence, he/she will start without any sick leave days to his/her credit, and shall receive them as would a new employee.

Section 5.02 - Personal Leave Days

- A. Three (3) personal illness/disability days may be used as Personal Leave Days each year.
1. Should a teacher use all of the personal leave days allotted to him/her each year during the first semester and for any reason is not employed by the Bendle School District for the second semester, the pro-rated number shall be deducted from his/her final paycheck.
 2. Should the Board or one of its designees have reason to believe that there is evidence which indicates that a teacher is actually using a personal leave day and reporting his/her absence as a sick leave day, the teacher's request may be disallowed. The teacher shall be presented the evidence, in writing, within one (1) week after submission of the "Verification of Absence" and shall be entitled to a hearing before the Board with representation as recognized in this Master Contract Agreement. If, after the hearing before the Board, the Association is not satisfied with the Board's decision, the matter may be transmitted by the Association to the Grievance Committee as provided in this Agreement - Section 7.04.

B. Granting of Personal Leave Days

1. A teacher planning to use a personal leave day shall notify his/her Building Principal, in writing, at least five (5) calendar days in advance.
2. When fewer than five calendar days advance written notice is given, the granting of the request is subject to the availability of a substitute teacher.
3. In case of an emergency where written notification is impossible, personal leave days will be subject to verbal notification by the teacher to the building principal prior to 6:00 a.m. of the day the leave is to be taken, and the granting of said personal leave day will also be subject to the availability of a substitute teacher.
4. Personal Leave Days shall not be granted, except in the case of extenuating circumstances and prior approval has been received from the Superintendent, either the day before or the day following (1) a paid legal holiday, (2) vacation days, or (3) during semester examination periods where applicable, and/or (4) the last paid working day(s) of the second semester that are "designated" teacher workday(s).

C. Docked Days for Personal Reasons

The Association and the Board recognize that extenuating circumstances might exist whereby a teacher may need an additional personal leave day after they have already exhausted their allocated three days. Thus, the teacher has no alternative but to report their absence as a "docked" day. However, consecutive "dock days" for personal reasons may not be in the best interest of the school's program or to the students to whom that teacher has been assigned. Teachers are encouraged to arrange and plan their personal calendars to avoid the necessity of using docked days for personal reasons.

- D. When returning to school after taking a personal leave day taken from within the above allocated amount, the teacher shall be required to submit a written form "Verification of Absence" which is provided by the school. This form is to be counter-signed by the Building Principal, who will then forward it to the Central Administration Office. This form is necessary in order to maintain accurate and documented employee payroll records, and it is the teacher's responsibility to see that it is submitted.

1. No deduction will be made from a teacher's pay for a personal leave day taken from within the allocated amount. However, if the teacher has not submitted the "Verification of Absence" prior to the second payday following his/her absence, his/her paycheck will be held in the Central Office until such time as the teacher comes to the

Central Office, where he/she shall complete the required "Verification of Absence" and pick up his/her check. (In such case, counter-signing by the Building Principal will not be required.)

Section 5.03 - Worker's Compensation

Whenever a teacher is absent because of illness, accidental injury, or injury resulting from an assault case arising out of and/or in the course of his/her employment as defined in the Michigan Worker's Compensation Law, the Board shall pay to such teacher the difference between his/her regular salary, and the benefits he/she shall receive under the Michigan Worker's Compensation Act for the duration of such absence subject to the following:

- A. For the first two weeks the teacher shall be paid in full and such absence shall not be deducted from any sick leave to which such teacher is entitled under this Agreement.
- B. If disability continues for two weeks or more and the teacher is incapacitated as a result of work injury or illness covered by the Worker's Compensation Act, the teacher shall be paid the difference between his regular salary and the benefits he shall receive under the Michigan Worker's compensation Act for an additional six (6) weeks, and such paid absence shall not be deducted from any sick leave to which such teacher is entitled under this Agreement. (In this case, the Worker's Compensation paid to the person for the first two weeks shall be paid to the Board.)

In the event the absence exceeds eight weeks, the teacher may elect, in writing, to receive from the Board the difference between the Worker's Compensation benefits and his regular salary, provided such difference shall be deducted from the teacher's sick leave allowance.

1. The teacher's sick leave allowance shall be determined by dividing his/her contractual salary by the actual number of paid working days to find his/her daily wage. This wage shall then be multiplied by the total number of accumulated sick leave days to determine the dollar amount of his accumulated sick leave allowance.
2. When a subtraction is made from the teacher's dollar sick leave allowance and the ensuing balance is not evenly divisible by his daily wage, then the remainder shall be rounded off to the nearest half day.

Section 5.04 - Professional Conventions and/or Conferences

Realizing that Professional Conventions and/or conferences are important to the growth and advancement of both Bendle staff members and the Bendle School System, Professional Convention and/or Conference attendance requests may be authorized by the Superintendent, without loss of pay.

Recognizing that some teachers have multiple subject area assignments, staff members may request and may be granted the right to attend more than one conference during a particular school year. However, their absence from the classroom shall not exceed three (3) days total and their total personal reimbursement for conference expenses, regardless of the number of conferences attended, shall not exceed the total indicated in Appendix E per teacher allocation for conferences/conventions.

1. Request must first be submitted to the Building Principal on forms provided by the Bendle Public Schools eight (8) days prior to the date of the convention or conference. A copy of the convention announcement or program is to be attached to the request. Before approval is given by the Building Principal, it must be evident that attending the convention or conference will contribute to the effectiveness of the instructional program in the assigned teaching area of the teacher making the request at that particular time. Request approved by the Building Principal will then be forwarded to the Office of the Superintendent for final determination. Should the request be denied, a written statement of the reason(s) for denial shall be provided to the teacher requesting the convention/conference.

(Note: Conference/convention attendance for longer than three (3) days would be a basis for "denial" since it is felt that the teacher's absence for a period longer than three (3) days certainly would have an adverse effect upon the educational program of his/her students.)

2. Request for reimbursement for convention or conference expense must be made within five (5) school days following the conclusion of the convention or conference. Reimbursement will be made on a "Request for Purchase Order" form with the maximum reimbursement being not more than the amount indicated in Appendix E per teacher for each respective school year covering the duration of this Master Contract Agreement.
- B. At the beginning of the school year, the Association will be credited with six (6) days which may be used by the Association.
1. The Association agrees to notify the Board no less than five (5) days in advance of taking such leave.
 2. The Association will reimburse the Board for the teacher's wages.
 3. These leave days will not be deducted from the representative's personal leave days.
 4. The Board of Education will be responsible for the hiring of the substitute for the teacher on these days missed.
 5. All requests for use of these days will be made through the Association President.

CHAPTER VI - LEAVES OF ABSENCE

All Leaves granted under this Chapter shall be treated as time taught for the purpose of the salary and seniority schedules set forth in this Agreement.

Section 6.01 - Leave of Absence: Personal Illness

Any teacher whose personal illness extends ten (10) consecutive days beyond the period for which he/she is compensated under our Sick Leave Article (Section 5.01), shall be granted a leave of absence, without pay and fringe benefits for such time as is necessary for complete recovery from such illness. During said ten (10) consecutive days, the Board will continue to pay for the teacher's fringe benefits. During the leave of absence, the teacher may elect to continue insurance benefits by paying premiums through the Central Office, contingent upon approval of the respective insurance carrier.

1. Any teacher who is on a "Leave of Absence for Personal Illness" shall be allowed to return to work upon presentation of a physician's statement verifying the teacher's ability to return to work, contingent upon the following provisions:
 - a. This physician's statement shall be presented to the Central Office one (1) week prior to the teacher's return.
 - b. That the teacher's ability to return to work must precede two (2) weeks (ten school days) the end of the current semester, otherwise his/her return to work shall be on the first day of the subsequent semester.
2. While the teacher is on a "Leave of Absence for Personal Illness", the teacher shall provide a monthly certificate from his/her physician verifying the status of his/her condition of health to the Central Administration Building.
3. Upon return from leave, the teacher shall be assigned to the same position that he/she held prior to the granting of leave if that position still exists; otherwise, he/she shall be assigned to a position according to his/her certification and qualifications.

Section 6.02 - Leave of Absence with Pay Not Chargeable

- A. Five (5) days per school year will be allowed for death in the immediate family interpreted as: husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren.
 1. In the event of a death of a person not interpreted as "immediate" family (above) and whose relations to the teacher poses an unusual circumstance; a leave of absence may be granted at the discretion of the Superintendent provided that such leave is requested and approved prior to taking the leave.

Number of days allowed in such case shall also be deducted from the five (5) days allowed per school year, as designated in "A" above.

2. It is conceivable that in the same school year, a teacher might experience more than one death in the immediate family. In such case, an additional five (5) days will be allowed, provided the two deaths do not occur simultaneously.
 3. One day per school year will be granted for the death of a brother-in-law, sister-in-law, spouse's grandparents.
 4. Death leave benefits will be granted only for days lost while school is in session.
 5. Should the death of a student currently enrolled in the Bendle Schools occur, released time will be given to a teacher representative to attend the student's funeral. At the elementary level, the teacher representative shall be the student's regular classroom teacher. At the secondary level, the teacher representative shall be selected by those teachers in whose classes the student was enrolled at the time of his/her death.
- B. Absence when a teacher is called for jury service; per diem pay received by the teacher for jury service shall be returned to the Board.
- C. Court appearances as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any proceedings which was not directly caused by him/her. A copy of the subpoena must be provided to the school prior to requesting the leave. The teacher shall return to his/her teaching assignment as soon as testimony has been presented and teacher is excused from the court, if prior to the end of the regular teaching hours.
- D. Time necessary to take the Selective Service physical examination.

Section 6.03 - Maternity/Child Care Leave

Maternity Leave

The Bendle Board of Education shall grant a Maternity Leave of Absence, without pay and fringe benefits, to any regularly employed staff member who does not choose to use personal illness or disability days for maternity purposes. During said leave, the teacher may elect to continue insurance benefits by paying premiums through the Central Office, contingent upon approval of the respective insurance carriers.

- A. The teacher shall notify the school administration of her pregnancy by not later than the fifth month with such notification being accompanied by verification from her physician.

1. Commencing with the sixth month of pregnancy, the teacher shall provide a monthly certificate from her physician verifying that her health will not be endangered by her continued employment.
- B. The application for a Maternity Leave of Absence shall be submitted to the Superintendent not later than sixty (60) calendar days prior to the effective date of such leave and shall include a statement as to the exact date on which the teacher wishes to commence the leave.
 1. In the event a change in the teacher's health occurs which would make it necessary for her to begin her Leave of Absence on a date prior to that established in her application for leave and a doctor's verification is submitted, this circumstance will be honored and the Leave of Absence will begin on the date recommended by her physician.
- C. A Maternity Leave of Absence shall be granted up to one full year in addition to the number of months absent during the semester in which the leave of absence was granted.

Child Care Leave of Absence

- A. A leave of absence for Child Care, without pay and fringe benefits, shall be granted to any teacher for the purpose of child care. Child must be teacher's natural or adopted child. During said leave, the teacher may elect to continue insurance benefits by paying premiums through the Central Office, contingent upon approval of the respective insurance carriers.
- B. A request for Child Care Leave, without pay, shall be submitted to the Superintendent at least two (2) weeks prior to the effective date of the Leave of Absence, accompanied by a doctor's written verification.
 1. Emergency situations which are verified by the family physician of the employee, permits "waiver" of the two week notification requirement and said leave would commence on the date recommended by the physician.
- C. A Leave of Absence for Child Care shall be granted up to one full year in addition to the number of months absent during the semester in which the leave was granted.

Section 6.04 - Peace Corps, Vista, Teachers Corps, Department of Defense (ODS) Leave

Leave of Absence shall be granted up to two years to any teacher who has been employed under contract for three or more years and joins one of the above organizations as a full-time participant in such program.

1. Said leave shall be granted without pay and fringe benefits.

2. During said leave, the teacher may elect to continue insurance benefits by paying premiums through the Central Office, contingent upon approval of the respective insurance carrier.

Section 6.05 - Personal Leave, Travel

A teacher who has been employed under contract for three or more years may be granted, upon request to the Board, a Leave of Absence, without pay and fringe benefits, for travel for one year, provided it would not, in any way, injure the program of the school. During said leave the teacher may elect to continue insurance benefits by paying premiums through the Central Office contingent upon approval of the respective insurance carrier.

Section 6.06 - Personal Leave, Professional Study

A teacher who has been employed, under contract, for three or more years may be granted, upon written request to the Board, a Leave of Absence, without pay and fringe benefits, for study for one year provided it would not, in any way injure the program of the school. During said leave, the teacher may elect to continue insurance benefits by paying premiums through the Central Office contingent upon approval of the respective insurance carrier.

1. All teachers returning from a Professional Study Leave of Absence granted by the Board shall be restored to the same position they held at the time the leave was granted.

Section 6.07 - Military Leave

Military Leave shall be granted to any teacher, in conformity with State and Federal statutes. During said leave, the teacher may elect to continue insurance benefits by paying premiums through the Central Office contingent upon approval of the respective insurance carrier.

Section 6.08 - Public Office

The Board shall grant a Leave of Absence, without pay and fringe benefits, to any teacher who has been employed under contract for three or more years and who actively campaigns to serve in public office; and if elected, this Leave of Absence shall extend through his/her first term of office. During said leave, the teacher may elect to continue insurance benefits by paying premiums through the Central Office contingent upon approval of the respective insurance carrier.

Section 6.09 - Return After Leave of Absence

- A. A teacher who has been granted a Leave of Absence shall notify the Superintendent of Schools, in writing, on or before the first (1st) day of November or the first (1st) day of May preceding the opening of the semester following the expiration of Leave of his/her intent to resume work at the beginning of the ensuing school semester.

1. Individuals on leave of absence who do not make the proper notification to the Superintendent of Schools, in writing, as stated above, will be considered as having voluntarily resigned.
 2. When November 1st or May 1st is prior to the effective day of the teacher's leave, and the teacher intends to resume work at the beginning of the next semester, then the teacher must make such notification at the time his/her request for a leave is submitted.
- B. All teachers returning from Leaves of Absence granted by the Board, with the exception of Leave of Absence for the Peace Corps, Public Office and Travel, shall be restored to the same assignment they held at the time the leave of absence was granted, if that assignment still exists, if this occurs within one year after the end of the semester in which the leave was granted. If the same assignment does not exist, the teacher will be granted another teaching position for which they are qualified and certified.
- C. To the extent possible all teachers returning from Leaves of Absence granted by the Board for the Peace Corps and for Travel, shall be restored to the same position they held, if this occurs within one year after the end of the semester in which the leave was granted.
1. To the extent possible, all teachers returning from Leave of Absence granted by the Board for Public Office, shall be restored to the same position they held, if this occurs at the end of his/her first term of office.

CHAPTER VII - PROCEDURE FOR HANDLING GRIEVANCES

Section 7.01 - Definitions

- A. **TEACHING CERTIFICATE** ... that which qualifies a person to teach, issued by the State Board of Education in compliance to Section 388.1010 of the General School Laws.
- B. **HEALTH CERTIFICATE** ... a written or printed statement, testifying to a fact, signed by a doctor of medicine or osteopathy.
- C. **CURRICULUM** ... the aggregate of course of study given in a school program.
- D. **TEACHING PERIODS** ... the amount of time daily to instruct in a given subject area.

- E. **GRIEVANCE** ... a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, possibly caused by misinterpretation or inequitable applications of established policy or the terms of the Agreement. Provided: No claim or cause for which there is another procedure, settlement, or adjudication established by law or rule or regulation having the force of law shall constitute a grievance.
- F. **DAY** ... the time of required arrival to the time of allowed departure from work, unless indicated as a calendar day.
- G. **TEACHER** ... a professional instructor, certified by the State Board of Education, State of Michigan.
- H. **SERVICE** ... (Years of service) Number of years of employment in a teaching duty, excluding occupational performance.
- I. **CONDITIONS OF EMPLOYMENT** ... those considerations that are applicable to all school employees covered by the Agreement.
- J. **BARGAINING UNIT** ... all certified personnel under contract, employed by the Bendle Public Schools as defined in the "Recognition" section of our Master Contract.
- K. **VACANCY** ... A new position or an existing position to which no current staff member is assigned.

Section 7.02 - Definition

A written grievance may be filed if there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the Board of any provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms, and conditions of employment.

A. Established Committees

1. The Association shall establish a Grievance Committee and inform the Administration of said committee.
2. The Board of Education shall establish a Review Committee and inform the Association of said committee.

Section 7.03 - Procedure

A. Level One

Any grievance must be filed within forty-five (45) days of the alleged violation, or reasonable knowledge thereof. The grievance shall first be informally discussed with the teacher's principal. If a resolution is not reached within five (5) days the employee shall have ten (10) days to

submit the grievance in writing. The principal shall have five (5) days to provide a written response.

B. Level Two

Any grievance not satisfactorily resolved at Level One may be appealed to the Superintendent or his/her designee within ten (10) days of receipt of the Level One answer. A hearing on said grievance shall be held within five (5) days of receipt of the appeal. A written response shall be provided within five (5) days of said hearing.

C. Level Three

Any grievance not satisfactorily resolved at Level Two may be appealed to the Board Review Committee within ten (10) days of receipt of the Level Two answer. The Board Review Committee shall be comprised of not more than three (3) board members. A hearing on said grievance shall be held within ten (10) days of receipt of the appeal. A written response shall be provided within ten (10) days of said hearing.

D. Level Four - Arbitration

Any grievance not satisfactorily resolved at Level Three may be appealed to arbitration, by the Association, within fifteen (15) days of receipt of the Level Three answer. Notice of intent to arbitrate shall be sent to the Superintendent. The parties will attempt to select an arbitrator by mutual agreement. If the parties cannot agree on an arbitrator within five (5) days after notice is given, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall also govern the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator.

1. The costs of arbitration under this section shall be assumed by the party to whom the judgment is against.
2. The Board and the Association shall assume their own costs for representation.

E. The term days when used in this article shall mean work days. During the summer recess, working days shall mean days when the Superintendent's office is open.

F. Any grievance which arises from a decision above the Principal's level or which involves more than one building may be filed at Level Two.

G. Time limits may be extended in writing by mutual agreement.

H. A grievance may be filed by a teacher, group of teachers, or the Association.

CHAPTER VIII - PROCEDURES INVOLVING QUESTIONS OF ETHICAL CONDUCT

The Board of Education understands that the Code of Ethics of the Education Profession is considered by the Association and its membership as the guideline for acceptable professional behavior. The Board further understands that, as to its membership, the Association will counsel with its members on ethical problems arising under the Code of Ethics of the Education Profession and will endeavor to place emphasis upon raising professional standards through counseling.

CHAPTER IX - PROFESSIONAL STAFF DEVELOPMENT COMMITTEE

Section 9.01 - Purpose

- A. A Professional Staff Development Committee comprised of Administrators and Association members shall be established to provide staff members with opportunity to share in the development of policy recommendations that affect them and their working conditions.
- B. Proposed policies affecting the school system would be presented to this group prior to their recommendation to the Board of Education.
- C. Members of the Professional Staff Development Committee may be released at least one (1) hour per month for committee meetings.

CHAPTER X - GENERAL

Section 10.01 - Strikes by Public Employees

The Association recognizes that Public Act 379 makes strikes by public employees illegal when conditions are shown that an organized action has been implemented to provide pressure through a work stoppage, for economic gain. To this extent, the Association recognizes its obligation to discourage a strike among its members.

Section 10.02 - Medical Requirements

- A. Each employee shall be required to submit only one health certificate by a licensed physician at the time of employment. No contract with any employee shall be valid unless such health certificate is on file in the office of the Superintendent prior to the beginning date of employment.
- B. To comply with the laws of the State of Michigan on required Tuberculin testing, the Bendle Board of Education will arrange for all employees to have the Tine Tuberculin Test made through the auspices of the Genesee County Health Department.

1. "Positive Reactors" will arrange for further testing at the Genesee County Health Department at no cost to the employee.

Upon the completion date of the Tine Tuberculin Testing program, and the determination of the "positive reactors" (this date being contingent on the schedule of testing as provided by the Genesee County Health Department) the BEA President and the Superintendent of the Bendle Schools will mutually agree on a deadline date whereby all personnel must have on file either a "negative report" or a "proof of x-ray".

Personnel who fail to have on file this proof by the mutually agreed upon date shall have their next regular bi-weekly pay withheld until such written proof is received and on file in the Superintendent's office.

- C. All health certificates and x-ray certificates shall either be kept in the employee's personnel file, or in a central office file folder maintained for this purpose.
- D. The School Board shall provide, free of charge, a licensed physician to issue to each employee the above required health certificate; or each employee may secure said certificate from his own licensed physician at the employee's expense.

Section 10.03 - Teacher Evaluations

- A. The evaluation of teacher performance, which is a continuing process, shall be conducted openly. The evaluation of teacher performance shall always be with the intent to aid teachers to become more proficient - emphasizing "strengths" and "weaknesses".
- B. The evaluator shall schedule a conference with the teacher no later than:
 1. Probationary Teachers: Within ten (10) days following the first day of formal observation.
 2. Tenure Teachers: Within fifteen (15) days following the first day of formal observation.
- C. The evaluation form does allow for a "written response" by the teacher. In order for a response to become a part of the evaluation, it must be submitted to the evaluator within ten days from the date of the scheduled conference.
- D. Each teacher shall have the right, upon request, to review the contents of his/her personal file folder.

Section 10.04 - Special Department Clothing

The Board shall furnish yearly, without charge, a maximum of four (4) smocks and/or shop jackets for each secondary teacher in the following subject areas:

Arts and Crafts, Home Economics, Chemistry, Biology, Physics and Industrial Arts.

The Board may provide a maximum of two (2) smocks and/or shop jackets for other science course offerings contingent upon need, upon the request of the building principal and approval of the Superintendent.

The maximum cost per smock or shop jacket, which will be selected by the teacher, shall not exceed the amount indicated in Appendix E.

Special Departmental Clothing shall be ordered by the teacher through a Purchase Order Request by no later than September 30th of the current school year.

Section 10.05 - Substitute Teaching by Regular Staff Members

The use of regular teachers as substitute teachers shall be avoided whenever possible. However, on occasion, building principals may find it necessary to assign regularly employed faculty members to substitute for a regular teacher who is absent. When this assignment is made, the following provisions shall apply:

- A. This assignment can be made only at a time when the teacher has a regularly scheduled preparation period.
- B. The number of such required assignments for any teacher cannot exceed three (3) per semester. (Volunteer noon hour supervision assignments not to be included in this limitation.)
 1. Faculty members shall be reimbursed at the rate indicated in Appendix E per class hour for substitute work when assigned during the duration of this contract agreement.
- C. If a situation develops in which there is no substitute teacher available, a teacher who has fulfilled the provisions of "B" above, and after all teachers in that preparation hour have fulfilled the provisions of "B", may volunteer to take an unfilled class assignment in lieu of leaving a class unattended. No prejudice shall be exhibited by any school administrator either verbally or in writing against any individual who does not wish to volunteer. The total number of volunteer assignments shall not exceed three (3) per semester.
 1. Faculty members who so volunteer for such an assignment as provided for in "C" above, shall be reimbursed at the rate indicated in Appendix E per class hour, for the duration of this contract agreement.
- D. Substitute pay will be disbursed three (3) times during the school year:
 1. The first pay in December.

2. The pay prior to Spring Vacation.
 3. The last regular pay of the school year.
- E. Building principals are to schedule a specific period during the day for Guidance Counselors which will be their preparation period. Like other professional staff members, only during this period may they be assigned to substitute for a teacher who is absent.

Section 10.06 - Reduction in Personnel, Seniority and Recall

- A. It is not the philosophy of the Bendle Board of Education and the Bendle Education Association to "reduce the teaching staff" when our aims and objectives are committed to providing the best possible education program for the students in this community. However, if a situation should develop that necessitates such a move, the Bendle Board of Education pledges to administer and initiate the following:

Teachers will only be laid off when:

1. There is an actual or anticipated decline in enrollments, (or)
 2. There is an actual or anticipated decline in revenues, (or)
 3. When revenues are not sufficient to meet additional costs created by mandated programs and personnel, (or)
 4. To provide for teachers to "Return from Leaves" as agreed upon under the conditions of this contract.
- B. A seniority list shall be prepared by the Board and verified by the Association. Seniority shall be defined as the length of service to the district within the bargaining unit beginning with the teacher's first day of work since the most recent date of hire. All teachers shall be ranked on the list in the order of their first day of work, as defined above.
1. When two or more bargaining unit members have the same first day of work since the most recent date of hire, they will be ranked in order of the date of the initial signing of said contract.
 2. When two or more bargaining unit members have the same first day of work since the most recent date of hire and the same date of initial contract signing, the individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and the 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.

3. All seniority is lost when employment is severed by resignation, retirement or discharge. However, seniority is retained and accumulated if severance of employment is due to layoff. If severance of employment is due to transfer to a non-bargaining unit position in the district, seniority will be retained but not accumulated.
 4. Seniority shall continue to accumulate when bargaining unit members are on "leaves of absence".
 5. Any administrator employed by the Bendle Public Schools as of June 30, 1980 and who loses his administrative position because of declining enrollments, financial problems of the school district; and/or who resigns from his administrative position to accept a teaching position in the district shall enter the bargaining unit with full seniority for the total years of service within the district. Any administrator returning to a teaching position within the district for reasons other than above shall retain only his seniority for previous years taught in the district. Any administrator hired after June 30, 1980 and who was not previously in the bargaining unit and for whatever reason is assigned to the classroom, his/her seniority date shall be established as the date on which he/she began the classroom assignment and his/her placement for seniority purposes shall be based on that date.
- C. The seniority list, including publication date, seniority (years of service), first day of most recent hire, date of initial signing of said contract, type of certification, area(s) of certification, current assignments and leave status shall be published and provided to each member of the Association and posted in all buildings of the district by May 1st of each school year. Individuals and the Association shall have ten (10) school days to respond with challenges to the seniority list. "Changes" and "updates" of the seniority list shall be published at least ten (10) days 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 changes and updates shall be provided to each member of the Association and posted in each school building.
1. It is the individual employee's responsibility to notify the Superintendent's office, in writing, of any changes or anticipated changes in certification, endorsements and area(s) of certification. Such notice must be given prior to May 1 of each year in order to be used in making assignments from the current seniority list, and appropriate documentation provided as soon as available.
- D. Layoff, when necessitated, shall be effectuated in the following manner:
1. A study to determine what action would have the least effect upon the total educational program of the students in this school

community will be made involving the Administration and the Association at least sixty (60) days prior to any official action taken by the Bendle Board of Education. Thus, a meeting would be scheduled between the Administration and the Association for this purpose.

2. The recommendations of this joint meeting would be presented to the Bendle Board of Education by a committee composed of members of the above group.
3. The Board of Education would evaluate and review the recommendations, as presented, prior to taking any official action.
4. It is the intent of the parties that in any reduction in staff the lowest seniority employees be laid off when possible.
 - a. At least forty-five (45) days prior to the end of the school year the Board will provide the Association with a list of positions to be retained and the number of positions to be eliminated. The Association and the Board will meet at least thirty (30) days prior to the end of the school year to discuss the actual teachers to be laid off.
 - b. When determining the number of positions to be eliminated factors to be considered would include retirements, resignations, leaves, returns from leave, etc.
 - c. The lowest seniority teacher(s) will be laid off unless there is no teacher with higher seniority who can fill his/her position.
 - d. If a teacher in a position to be retained is qualified to fill the position of a teacher to be laid off he/she may volunteer to transfer to said position. If more than one teacher is qualified the highest seniority teacher shall have first right to transfer.
 - e. If involuntary transfers are necessary to cover the position of a teacher to be laid off, the lowest seniority teacher certified to fill the position and who is not currently assigned to a position which requires the same certification, shall be transferred to said position.
 - f. No transfer, either voluntary or involuntary, shall be made which would result in the layoff of a higher seniority teacher than necessary.
 - g. Qualifications for placement in position shall be based on:

Grades K-6: K-8 certification or certificate endorsement and student teaching in grades K-6 or successful teaching experience within the past five (5) years at the K-6 level.

Grades 7-9: 7-12 certification or K-8 certification and certificate endorsement (for 9th grade) and a major or minor or the equivalent hours in the specific teaching area, or certification as above and student teaching experience in the discipline or successful teaching experience during the past five (5) years in the discipline.

Grades 10-12: 9-12 certification or certificate endorsement and a major, minor or the equivalent hours to meet state accreditation.

All Grades: Special certification and qualifications as required by law.

5. Teacher(s) affected shall be given notice of intended layoff, in writing, as soon as the determination is made, with a copy to the Association.
 6. If the assignments under this section are not made in accordance with Section 10.06, D-4, sub para (a) and (b), the Association may challenge; the BEA Executive Council and the Administration shall attempt to resolve the difference. If, after discussion, the challenge has not been resolved, the matter may be transmitted by either party to the Superintendent's level of Section 7.03, as provided in this agreement, except that expedited arbitration shall be used unless otherwise agreed by the Board and the Association.
- E. All openings shall be posted (Section 3.01) and first consideration to the "opening" posted shall be given to an employed staff member. If the employed staff member's current teaching assignment is a position which the laid off teacher is not certified to teach, then the laid off teacher certified and qualified to fill the posted vacancy shall be recalled in reverse order of layoff.
- F. 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 full time teaching position for which the laid off teacher is certified and qualified, or failure to respond within ten (10) working days of the receipt of a written offer of a full time teaching position made by the Board shall be just cause for termination.

- G. Laid off teachers shall be given the opportunity to fill temporary vacancies that are contractual teaching positions for which they are certified and qualified in the reverse order of layoff, at their regular daily rate of pay; a refusal of an offer to fill a temporary vacancy shall not be the basis for termination.
- H. Notification of recall shall be in writing with a copy to the Association. The 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 current with the Superintendent's office.
- I. No new staff shall be hired until all staff on leave or layoff 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. This section in no way abrogates "Leaves of Absence".
- K. A laid off teacher may elect to continue insurance benefits by paying premiums through the Central Office contingent upon approval of the respective insurance carrier. After a period of ninety (90) days, the Superintendent's office will assist the teacher to get on direct billing.

Section 10.07 - Parent-Teacher Conferences

- A. The Bendle Board of Education and the Bendle Education Association acknowledge that parent-teacher conferences have serious educational value. Both parties agree that parent-teacher conferences serve an effective and necessary purpose in areas such as general information giving and discipline problems. It is also recognized that it is very important to respect the time limitations of parents; therefore, it is acknowledged that telephone discussions and handwritten notes are often positive means of conducting parent-teacher conferences. The professional staff is highly encouraged by the Board and the Association to hold meaningful parent-teacher conferences in person, by telephone or through handwritten notes whenever and wherever they are needed.
- B. If a teacher has exhausted his/her means of arranging a conference with a student's parents with whom they feel it is necessary to hold a conference, the teacher is to contact his/her building principal for assistance in scheduling a conference. The building principal may, in turn, find it necessary to seek assistance from the Superintendent.
- C. A form may be used to write up the results of any conference held and this form may be submitted to the Building Principal's office.

Section 10.08 - Continuing Employment

A teacher under continuing contract shall be considered an employee of the Bendle Public Schools with full rights and provisions granted in this Agreement until such time as said employee has tendered a letter of resignation or whose employment has been terminated by the Board.

Section 10.09 - Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

CHAPTER XI - SCHOOL CALENDAR: 1990-91 SCHOOL YEAR

Aug 27, 1990 Teacher Orientation AM - Registration - School in Session PM
 Aug 30, 1990 LABOR DAY RECESS begins at end of school day
 Sept 4, 1990 Classes resume after Labor Day Recess
 Sept 19, 1990 ELEMENTARY: School in session AM Only
 OPEN HOUSE: 5:30 - 8:00 p.m. * (Teachers report at 5:15 p.m.)
 Secondary: School in session all day
 Sept 26, 1990 SECONDARY: School in session AM Only
 OPEN HOUSE: 5:30 - 8:00 p.m. * (Teachers report at 5:15 p.m.)
 Elementary: School in session all day
 Nov 7, 1990 ELEMENTARY: No School all day (Parent-Teacher Conferences)
 Secondary: School in session all day
 Nov 21, 1990 THANKSGIVING RECESS begins at end of school day
 Nov 26, 1990 Classes resume after Thanksgiving Recess
 Dec 21, 1990 CHRISTMAS RECESS begins at end of school day
 Jan 7, 1991 Classes resume after Christmas Recess
 Jan 17, 1991 END OF FIRST SEMESTER
 Jan 18, 1991 TEACHERS' PAID WORKDAY - School not in session
 Jan 21, 1991 BEGINNING OF SECOND SEMESTER
 Feb 14, 1991 PRESIDENTS' DAY RECESS begins at end of school day
 Feb 19, 1991 Classes resume after Presidents' Day Recess
 Feb 28, 1991 ELEMENTARY: School in session AM only (Parent-Teacher Conferences
 11:45 a.m. - 3:15 p.m.)
 Secondary: School in session all day
 Mar 28, 1991 SPRING RECESS begins at end of school day
 Apr 8, 1991 Classes resume after Spring Recess
 June 6, 1991 ELEM & SECONDARY: School in AM only (PM - Teachers' Workday)
 June 7, 1991 ELEM & SECONDARY: School in AM only (Elem. Report Card Distribution
 at conclusion of AM Session. PM - Teacher's
 Workday.)

* Evening sessions are considered paid half-days of work.

 Note: One (1) half day during the school year** will be designated and notice given in writing to parents and teachers for the purpose of either (1) INSERVICE and/or (2) CURRICULUM REVIEW AND PLANNING.

** Normally, this half day session will not be scheduled during the months of September or May.

Elementary

Secondary

180	SESSION DAYS	181
2	Paid Workdays	1
7	Paid Holidays (Labor Day, Thanksgiving, Christmas, New Years, Presidents' Day, Good Friday, Memorial Day)	7
<hr/>		
189	TOTAL PAID DAYS	189

CHAPTER XI - SCHOOL CALENDAR: 1991-92 SCHOOL YEAR

Aug 26, 1991 Teacher Orientation AM - Registration - School in Session PM
 Aug 29, 1991 LABOR DAY RECESS begins at end of school day
 Sept 3, 1991 Classes resume after Labor Day Recess
 Sept 18, 1991 ELEMENTARY: School in session AM only
 OPEN HOUSE: 5:30 - 8:00 p.m. *(Teachers report at 5:15 p.m.)
 Secondary: School in session all day
 Sept 25, 1991 SECONDARY: School in session AM only
 OPEN HOUSE: 5:30 - 8:00 p.m. *(Teachers report at 5:15 p.m.)
 Elementary: School in session all day
 Nov 6, 1991 ELEMENTARY: No School all day (Parent-Teacher Conferences)
 Secondary: School in session all day
 Nov 27, 1991 THANKSGIVING RECESS begins end of school day
 Dec 2, 1991 Classes resume after Thanksgiving Recess
 Dec 20, 1991 CHRISTMAS RECESS begins at end of school day
 Jan 6, 1992 Classes resume after Christmas Recess
 Jan 16, 1992 END OF FIRST SEMESTER
 Jan 17, 1992 TEACHERS' PAID WORKDAY - School not in session
 Jan 20, 1992 BEGINNING OF SECOND SEMESTER
 Feb 13, 1992 PRESIDENTS' DAY RECESS begins at end of school day
 Feb 18, 1992 Classes resume after Presidents' Day Recess
 Feb 27, 1992 ELEMENTARY: School in session AM only (Parent-Teacher Conferences
 11:45 a.m. - 3:15 p.m.)
 Secondary: School in session all day
 Apr 16, 1992 SPRING RECESS begins at end of school day
 Apr 27, 1992 Classes resume after Spring Recess
 May 25, 1992 MEMORIAL DAY - School not in session
 June 4, 1992 ELEM & SECONDARY: School in AM only (PM - Teachers' Workday)
 June 5, 1992 ELEM & SECONDARY: School in AM only (Elem. Report Card Distribution
 at conclusion of AM Session. PM - Teacher's
 Workday)

* Evening sessions are considered paid half-days of work.

 Note: One (1) half day during the school year** will be designated and notice given in writing to parents and teachers for the purpose of either (1) INSERVICE and/or (2) CURRICULUM REVIEW AND PLANNING.

** Normally, this half day session will not be scheduled during the months of September or May.

<u>Elementary</u>		<u>Secondary</u>
180	SESSION DAYS	181
2	Paid Workdays	1
7	Paid Holidays (Labor Day, Thanksgiving, Christmas, New Years, Presidents' Day, Good Friday, Memorial Day)	7
<u>189</u>	TOTAL PAID DAYS	<u>189</u>

CHAPTER XI - SCHOOL CALENDAR: 1992-93

1. If day(s) on the calendar are lost due to inclement weather or any other condition not within the control of school authorities such as storms, fire, epidemics, health conditions, and etc., and if the law requires for a certain number of days of pupil instruction for full school state aid by the end of the school year in effect, the day(s) needed to fulfill the legal requirement for full school state aid will be scheduled following the end of the scheduled school year for instruction days. The parties will meet prior to May 1 to review the proposed extension and make arrangements for its implementation.
2. The Association agrees that the school calendar will be extended so that the requirements for full school state aid are met and that the salaries shown in Appendix "A" in the Agreement will be the full salaries for the school year.
3. The parties agree to meet prior to May 1, 1992 for the purpose of negotiating a 1992-93 calendar.

APPENDIX A - 1990-91 SALARY SCHEDULE

<u>YRS EXP</u>	<u>BACHELORS</u>	<u>BACHELORS +18</u>	<u>BA+30/ MASTERS</u>	<u>MASTERS +15</u>	<u>MASTERS +30</u>	<u>PHD</u>
0-1	20,435	21,457	22,529	23,656	24,839	26,081
1-2	21,457	22,529	23,656	24,839	26,081	27,385
2-3	22,529	23,656	24,839	26,081	27,385	28,755
3-4	23,656	24,839	26,081	27,385	28,755	30,192
4-5	24,839	26,081	27,385	28,755	30,192	31,701
5-6	26,081	27,385	28,755	30,192	31,701	33,286
6-7	*	28,755	30,192	31,701	33,286	34,950
7-8	*	30,192	31,701	33,286	34,950	36,698
8-9	*	31,701	33,286	34,950	36,698	38,533
9-10	*	33,286	34,950	36,698	38,533	40,460
10+	*	34,950	36,698	38,533	40,460	42,484
**L	*	37,198	39,057	41,010	43,060	45,214
L+4	*	37,598	39,457	41,410	43,460	45,614
L+9	*	37,798	39,657	41,610	43,660	45,814
L+14	*	37,998	39,857	41,810	43,860	46,014

All teachers must have obtained 18 hours above the Bachelors degree by the sixth step of the salary schedule in order to be eligible for the adopted percentage index increment. Those who do not meet this requirement will be "frozen" at the Bachelors 5-6 step level and their 1990-91 salary will be based on a 4.5% increase over their 1989-90 contractual salary. (Teachers receiving salary at the Bachelors +15 level during the 1975-76 school year will receive pay at the Bachelors +18 level.)

**Contractual salary to be granted the year following completion of the teacher's first year on the 10+ step.

1. "Plus" in the Bachelors +18 portion of the salary schedule means course credits earned subsequent to the recorded date of the receipt of the Bachelors degree in their planned Masters degree program.
2. "Plus" in the Masters +15 and Masters +30 portion of this salary schedule means course credits earned subsequent to the recorded date of the receipt of the Masters degree.

APPENDIX A - 1991-92 SALARY SCHEDULE

<u>YRS EXP</u>	<u>BACHELORS</u>	<u>BACHELORS +18</u>	<u>BA+30/ MASTERS</u>	<u>MASTERS +15</u>	<u>MASTERS +30</u>	<u>PHD</u>
0-1	21,661	22,744	23,881	25,075	26,329	27,645
1-2	22,744	23,881	25,075	26,329	27,645	29,028
2-3	23,881	25,075	26,329	27,645	29,028	30,480
3-4	25,075	26,329	27,645	29,028	30,480	32,004
4-5	26,329	27,645	29,028	30,480	32,004	33,603
5-6	27,645	29,028	30,480	32,004	33,603	35,283
6-7	*	30,480	32,004	33,603	35,283	37,047
7-8	*	32,004	33,603	35,283	37,047	38,900
8-9	*	33,603	35,283	37,047	38,900	40,845
9-10	*	35,283	37,047	38,900	40,845	42,888
10+	*	37,047	38,900	40,845	42,888	45,033
**L	*	39,430	41,400	43,471	45,644	47,927
L+4	*	39,830	41,800	43,871	46,044	48,327
L+9	*	40,030	42,000	44,071	46,244	48,527
L+14	*	40,230	42,200	44,271	46,444	48,727

All teachers must have obtained 18 hours above the Bachelors degree by the sixth step of the salary schedule in order to be eligible for the adopted percentage index increment. Those who do not meet this requirement will be "frozen" at the Bachelors 5-6 step level and their 1990-91 salary will be based on a 4.5% increase over their 1989-90 contractual salary. (Teachers receiving salary at the Bachelors +15 level during the 1975-76 school year will receive pay at the Bachelors +18 level.)

**Contractual salary to be granted the year following completion of the teacher's first year on the 10+ step.

1. "Plus" in the Bachelors +18 portion of the salary schedule means course credits earned subsequent to the recorded date of the receipt of the Bachelors degree in their planned Masters degree program.
2. "Plus" in the Masters +15 and Masters +30 portion of this salary schedule means course credits earned subsequent to the recorded date of the receipt of the Masters degree.

APPENDIX A - 1992-93 SALARY SCHEDULE

YRS EXP	<u>BACHELORS</u>	<u>BACHELORS +18</u>	<u>BA+30/ MASTERS</u>	<u>MASTERS +15</u>	<u>MASTERS +30</u>	<u>PHD</u>
0-1	22,961	24,109	25,314	26,580	27,909	29,304
1-2	24,109	25,314	26,580	27,909	29,304	30,770
2-3	25,314	26,580	27,909	29,304	30,770	32,309
3-4	26,580	27,909	29,304	30,770	32,309	33,924
4-5	27,909	29,304	30,770	32,309	33,924	35,619
5-6	29,304	30,770	32,309	33,924	35,619	37,400
6-7	*	32,309	33,924	35,619	37,400	39,270
7-8	*	33,924	35,619	37,400	39,270	41,234
8-9	*	35,619	37,400	39,270	41,234	43,305
9-10	*	37,400	39,270	41,234	43,305	45,461
10+	*	39,270	41,234	43,305	45,461	47,735
**L	*	41,796	43,884	46,079	48,383	50,803
L+4	*	42,196	44,284	46,479	48,783	51,203
L+9	*	42,396	44,484	46,679	48,983	51,403
L+14	*	42,596	44,684	46,879	49,183	51,603

All teachers must have obtained 18 hours above the Bachelors degree by the sixth step of the salary schedule in order to be eligible for the adopted percentage index increment. Those who do not meet this requirement will be "frozen" at the Bachelors 5-6 step level and their 1990-91 salary will be based on a 4.5% increase over their 1989-90 contractual salary. (Teachers receiving salary at the Bachelors +15 level during the 1975-76 school year will receive pay at the Bachelors +18 level.)

**Contractual salary to be granted the year following completion of the teacher's first year on the 10+ step.

1. "Plus" in the Bachelors +18 portion of the salary schedule means course credits earned subsequent to the recorded date of the receipt of the Bachelors degree in their planned Masters degree program.
2. "Plus" in the Masters +15 and Masters +30 portion of this salary schedule means course credits earned subsequent to the recorded date of the receipt of the Masters degree.

A. Salary Schedule Provisions: 1990-91, 1991-92, 1992-93

1. Any change in degree status during the course of the school year shall become effective at the beginning of the subsequent semester. Contractual salary shall be adjusted to conform with the new status.
2. No limitations for years of service outside of the Bendle School System shall be applied for new teachers in the system.
3. Half years of service (not consecutive) in the Bendle School System shall be cumulative to full years when Leave of Absence has been approved.
4. The teacher's contractual salary shall correspond with their degree status and years of service on the salary schedule, however
 - a. A teacher who is laid off, and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:
 1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.
 2. The salary earned through employment in the district shall not be less than his or her salary from same for a similar period the preceding year.

FRINGE BENEFIT ALLOWANCE FOR THE YEARS: 1990-91, 1991-92, 1992-93

A. The Bendle Board of Education shall furnish the following insurance coverages, without cost to the employee, for the full twelve month period commencing with the September premium and concluding with the August premium:

1. PLAN A - For employees needing health insurance:

Super Care 1	
Long Term Disability	66 2/3%
	\$3,200 maximum
	120 calendar days - modified fill
	Freeze on offsets
Delta Dental	E 03 (80/80/50: \$1,000)
Negotiated Life	\$30,000 AD&D
Vision	VSP-3

PLAN B - For employees not needing health insurance:

Delta Dental	E 03 (80/80/50: \$1,000)
Vision	VSP-3
Negotiated Life	\$30,000 AD&D
Long Term Disability	66 2/3%
	Same as above

2. Salary Protection Insurance for those teachers who elect this coverage in lieu of Health Care insurance. The Board shall pay up to eighteen dollars and seventeen cents (\$18.17) per month of the premium for these teachers.
3. In the event a bargaining unit member goes on a leave of absence during the year and does not return that year, resigns, or his/her employment is terminated during the school year, fringe benefits shall be continued until the bargaining unit member has received the pro-rated portion of the twelve month fringe benefits year earned at the time of leave, resignation or termination.
- If an employee goes on a leave of absence during the school year and returns to his/her teaching assignment that same school year, the above pro-rated fringe benefits will not be continued since benefits earned will be provided during the remainder of the school year after the teacher returns. In these instances, the teacher will be responsible for paying fringe benefits during the time of his/her leave if he/she wishes to continue his/her coverage.
 - If the earned portion includes a partial month, the teacher may supplement the premium or forfeit the portion earned for that month.
 - These provisions are contingent upon approval of the respective insurance carriers.

B. Upon termination of employment in the district, bargaining unit members shall receive thirty-five dollars (\$35.00) for each unused sick leave day up to a maximum of one hundred (100) days, provided that the bargaining unit member has accumulated at least fifteen (15) years seniority, per the bargaining unit's seniority list. In case of death while employed by the Bendle Board of Education, the above payment will be made to the deceased employee's beneficiary as listed on his/her group term life insurance benefit.

APPENDIX B - COACHES SALARIES

<u>HEAD COACH</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Football	2,471	2,582	2,698
Golf	826	863	902
Cross Country	1,251	1,307	1,366
Basketball (Girls)	2,471	2,582	2,698
Wrestling	2,471	2,582	2,698
Basketball (Boys)	2,471	2,582	2,698
Volleyball Sr. High	2,471	2,582	2,698
Baseball	1,925	2,012	2,103
Softball	1,925	2,012	2,103
Track (Boys)	1,925	2,012	2,103
Track (Girls)	1,925	2,012	2,103
Cheerleading	1,897	1,982	2,072

The following assistant coaching positions may be filled. The number in parenthesis indicates the maximum number, while the actual number will be contingent upon the number of teams involved in that sport season and the number of participants. If the number of participants in a given sport warrants, the BEA and the Board may by mutual agreement, increase the number of Assistant Coaching positions. Two weeks after the official starting date (two weeks after the first day of school for those sports which start before the first day of school) if numbers do not sufficiently warrant, the Athletic Director and Superintendent, with input from the Head Coach, may cancel the position(s) with actual pay to be received being pro-rated from the official starting date to date of cancellation.

<u>SR. HIGH ASSISTANTS</u>	<u>1990-91</u>	<u>1992-92</u>	<u>1992-93</u>
Football (4)	1,251	1,307	1,366
Basketball - Girls (2)	1,251	1,307	1,366
Wrestling (2)	1,251	1,307	1,366
Basketball - Boys (2)	1,251	1,307	1,366
Volleyball (1)	1,251	1,307	1,366
Baseball (1)	1,120	1,170	1,223
Softball (1)	1,120	1,170	1,223
Track - Boys (1)	1,120	1,170	1,223
Track - Girls (1)	1,120	1,170	1,223
Cross Country (1)	649	678	709
Cheerleading (2)	965	1,008	1,053

<u>JR. HIGH ASSISTANTS</u>			
Football (2)	1,169	1,222	1,277
Basketball - Girls (2)	1,169	1,222	1,277
Wrestling (1)	1,169	1,222	1,277
Basketball - Boys (2)	1,169	1,222	1,277
Volleyball (2)	900	941	983
Baseball (1)	1,047	1,094	1,143
Softball (1)	1,047	1,094	1,143
Track - Boys (1)	1,047	1,094	1,143
Track - Girls (1)	1,047	1,094	1,143
Cheerleading (1)	900	941	983

Coaches will receive an additional One Hundred (\$100.00) Dollars for each sport they have coached for at least ten (10) years in the Bendle School District

APPENDIX C - DRIVER EDUCATION COMPENSATION

1990-91 SCHOOL YEAR: \$14.00

1991-92 SCHOOL YEAR: \$14.10

1992-93 SCHOOL YEAR: \$14.20

APPENDIX D - EXTRA CURRICULAR PAY

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Senior Class Sponsor #1	331	346	362
Senior Class Sponsor #2	331	346	362
Junior Class Sponsor #1	331	346	362
Junior Class Sponsor #2	331	346	362
Sophomore Class	331	346	362
Freshman Class	331	346	362
Dramatics:			
(a) Two major productions	774	809	845
(b) One major production	338	405	423
Vocal Music Director - Secondary	737	770	805
Or If Assignment is Shared:			
(a) Sr. High Vocal	369	386	403
(b) Jr. High Vocal	369	386	403
Yearbook (Reflector) Sr. High	450**	470	490
Yearbook - Jr. High	223	233	243
Debate and Forensics	223	233	243
(a) If Not Combined as			
One Assignment	112	117	122
National Honor Society	546	571	597
Newspaper Staff Sponsor:			
(a) Bendle Sr. High	441	461	482
(b) T.N. Lamb Jr. High	441	461	482
Senior High Student Council	554	579	605
Junior High Student Council	554	579	605
Elementary Student Council			
(One Each at South & West)	112		
Safety Patrols			
(One Each at South & West)	167	175	183
Elementary Cheerleading			
(One Each at South & West)	55	57	60
Band Director - Secondary	2,250	2,351	2,457
Or, If Above Assignment is			
Shared - Then the Following			
Pay Schedule will be Used:			
(a) Sr. High Band Director	1,500	1,567	1,638
(b) Jr. High Band Director	750	784	819
Elementary Vocal Music (Two)			
Extra Pay as Follows per			
Instructor:			
(a) Two Major Programs (Outside	150	157	164
the Regular School Day)			
(b) One Major Program (Outside	100	105	110
the Regular School Day)			
Pep Band	158	165	172
Intramural Directors - Six (6)	365	381	398
SADD	234	245	256

Remuneration for club sponsorship may be considered upon the submission of a detailed program, in writing and in advance, to the Superintendent. If approved, the sponsor shall receive compensation as listed.

1990-91 School Year:	\$135.00
1991-92 School Year:	\$142.00
1992-93 School Year:	\$149.00

**Documentation to be provided by the sponsor with a 50% reduction if significant outside work is not involved.

APPENDIX D - EXTRA CURRICULAR PAY

None of the above assignments, due to their nature and desired effectiveness within the various buildings, will be advertised and posted as school-wide vacancies. These assignments will be filled by the building principals - generally from within their respective professional staff members on a voluntary basis. However, there may be occasions when assignments will be made to staff members assigned to other buildings. (If professional staff members do not volunteer to serve in any of these assignments, it may be necessary to procure "sponsors" from the outside.)

The following job descriptions for each of the above extra-curricular "sponsorships" are suggested guidelines for performance in the above positions (as proposed by the Association):

SENIOR CLASS SPONSORS

1. Attend and supervise all class meetings, holding a minimum of 2 full class meetings, and as many committee meetings as are necessary each year.
2. Supervise the building, construction, and dismantling of the Class Homecoming float.
3. Supervise all money making projects conducted by the class.
4. Supervise the selection, ordering and distribution of the Senior announcements.
5. Assist the building administrator during the end of the year activities, including Awards Assembly, Class Night, Baccalaureate and Commencement.
6. Chaperone all dances and project activities of the class which have been approved by the building principal.
7. Be responsible for notifying the building principal of all activities of the class.
8. Be responsible for supervision and maintenance of records of the class.
 - a. Minutes of each meeting
 - b. Internal accounting records and personal verification of the balance of the account on a monthly basis with the school bookkeeper.

JUNIOR CLASS SPONSORS

1. Attend and supervise all Junior Class meetings, holding a minimum of 2 full class meetings, and as many committee meetings as are necessary each year.
2. Supervise the building, construction and dismantling of the Junior Class Homecoming float.

3. Supervise all money making projects conducted by the class.
4. Supervise the organization and development of the Junior-Senior Prom.
5. Chaperone all dances and project activities of the class which have been approved by the building principal.
6. Be responsible for notifying the building administrator of all activities of the class.
7. Be responsible for supervision and maintenance of records of the class.
 - a. Minutes of each meeting
 - b. Internal accounting records and personal verification of the balance of the account on a monthly basis with the school bookkeeper.

SOPHOMORE CLASS SPONSOR

1. Attend and supervise all class meetings, holding a minimum of 2 full class meetings, and as many committee meetings as are necessary each year.
2. Supervise the building, construction, and dismantling of the Sophomore Class Homecoming float.
3. Supervise all money making projects conducted by the class.
4. Supervise the selection and ordering of the class ring.
5. Chaperone all dances and project activities of the class which have been approved by the building principal.
6. Be responsible for notifying the building administrator of all activities of the class.
7. Be responsible for supervision and maintenance of records of the class.
 - a. Minutes for each meeting
 - b. Internal accounting records and personal verification of the balance of the account on a monthly basis with the school bookkeeper.

FRESHMAN CLASS SPONSOR

1. Attend and supervise all class meetings, holding a minimum of 2 full class meetings, and as many committee meetings as are necessary each year.
2. Supervise the building, construction and dismantling of the Class Homecoming float.
3. Supervise all money making projects conducted by the class.

4. Supervise the planning and organization of the Ninth Grade Dinner Dance to be held at the end of the year.
5. Chaperone all dances and project activities of the class which have been approved by the building principal.
6. Be responsible for supervision and maintenance of records of the class.
 - a. Minutes of each meeting
 - b. Internal accounting records and personal verification of the balance of the account on a monthly basis with the school bookkeeper.

DRAMATICS COACH

1. Be responsible for the play productions each year.
2. Supervise and direct the rehearsals which must extend over a minimum period of six weeks.
 - a. During this rehearsal period a minimum of 3 one hour or longer sessions are to be scheduled and held.
3. The play director is responsible for:
 - a. Selection of the play with the approval of the building principal.
 - b. Casting
 - c. Staging
 - d. Publicity (Promotion)
 - e. Tickets
 - f. Lighting, make-up and costumes
4. Be responsible for internal accounting records and personal verification of the account on a monthly basis with the school bookkeeper.

VOCAL MUSIC DIRECTOR - SECONDARY

1. Be responsible for a minimum of two concert performances.
2. Participation of the high school choral group in the District Vocal Music Festival or a comparable event as selected by the Vocal Music Director.
3. Encourage and promote individual and ensemble groups.
4. Be responsible for choral participation in Baccalaureate Service.
5. Be responsible for supervision and maintenance of records of the group.
 - a. Minutes of each meeting
 - b. Be responsible for internal accounting and personal verification of the account on a monthly basis with school bookkeeper.

ELEMENTARY VOCAL MUSIC

1. One (1) or two (2) major program(s) outside of the regular school day.
2. Selection of the program(s) materials.
3. Casting (if appropriate), Staging and Promotion.
4. Rehearsal for the program(s) outside of the regular school day.

REFLECTOR - SENIOR HIGH SPONSOR

1. Be responsible for the production of the High School Yearbook.
 - a. Meeting all the deadlines as called for in the contracts.
 - b. Be responsible for fundraising campaigns and sale of annuals.
2. Work with the building principal to develop a schedule for all photographs in advance.
3. Supervise and review all materials to be published.
4. Be responsible for scheduling of Reflector Staff meetings.
5. Coordinate sales with the Junior High Sponsor.
6. Be responsible for internal accounting and personal verification of the account on a monthly basis with the school bookkeeper.

REFLECTOR - JUNIOR HIGH SPONSOR

1. Be responsible for selling the REFLECTOR or some type of Junior High publication.
2. Work with building principal to develop a schedule for all photographs in advance.
3. Coordinate the sales with the Senior High Sponsor.
4. Be responsible for internal accounting and personal verification of the account with the school bookkeeper.
5. Be responsible for assisting in fundraising by raising at least \$300.00 at the Junior High level.

DEBATE AND FORENSICS

1. Supervise debaters in all scheduled debates in the County Debate League.
2. Arrange for and supervise debaters in the State Debate Tournament if qualified.

3. Prior to first regular debate, hold a minimum of three research or practice sessions each week for four weeks.
4. During the regular debate season, schedule research or practice sessions.
5. Following the regular debate season, but preceding the State Tournament, schedule a minimum of one practice session per week.
6. Be responsible for the internal accounting records and personal verification of the balance of the account on a monthly basis with the school bookkeeper.

NEWSPAPER (JUNIOR AND SENIOR HIGH)

1. Establish a regular publication schedule.
2. Edit all material to be published.
3. Each publication should contain an editorial.
4. Encourage articles published by or in the interest of Student Council, clubs, and organizations, Guidance Department, etc.
5. Be responsible for developing a publication schedule of sales, and coordinate with Junior and Senior High principals.
6. Be responsible for scheduling and supervision of staff meetings.
7. Be responsible for supervision and maintenance of accounting and personal verification of the account on a monthly basis with the school bookkeeper.

STUDENT COUNCIL - SENIOR HIGH SPONSOR

1. Attend and supervise the meetings of the Student Council, which are to be held biweekly unless other arrangements are made with the building principal.
2. Give leadership, advice and direction to the Council.
3. In cooperation with the sponsor of the cheerleaders, coordinate the activities of Homecoming.
4. Supervise and coordinate all Council activities that are sponsored throughout the year.
5. Keep the building principal informed of the activities of the Council.
6. Be responsible for the supervision and maintenance of accounting records and personal verification of the balance of the account on a monthly basis with the school bookkeeper.

STUDENT COUNCIL - JUNIOR HIGH SPONSOR

The Junior High Sponsor shall have the same responsibilities as the Senior High Sponsor with the exception of Homecoming.

STUDENT COUNCIL - ELEMENTARY SPONSOR

1. Be responsible for scheduling and supervising all monthly meetings.
2. Approve all expenditures.
3. Supervise any money making projects that the Council has.
4. Be responsible for annual election of officers.
5. Be responsible for accounting records and personal verification of the account with the building principal.

ELEMENTARY SAFETY PATROL

1. Be responsible for organization of the Safety Patrol in his/her building.
2. Be responsible for any discipline problems that warrant attention.
3. Accompany and supervise students on any trips.

CHEERLEADING - ELEMENTARY COACHES

1. Be responsible for the manner of selection of the sixth grade cheerleaders.
2. Attend and supervise all practice sessions, with a minimum of one per week.
3. Attend and supervise all activities in which the group performs.
4. Be responsible for all records and accounts and personal verification of these with the building principal.

BAND DIRECTOR - SECONDARY

1. Conduct and schedule any rehearsals which are outside the regular school day during Marching Band and Concert Season.
2. Be responsible for the supervision and production of all Marching Band activities at each home football game, with pre-game and half-time performances.
3. Work and cooperate with the building principal, the Student Council Sponsor, and the Cheerleading sponsor for Homecoming activities.
4. Be responsible for the Concert Band's participation in the Michigan

School Band and Orchestra Association District Festival or a comparable event at the discretion of the director.

5. Be responsible for encouragement and participation of the High School Band in the State Festival when eligible.
6. Encourage and give leadership for solo and ensemble participation in District Festivals and State Festivals when eligible.
7. Hold at least three concert performances after school hours.
8. Attend and show interest in MSBOA meetings and activities.
9. Supervise all fund raising activities of the High School Band, and personally check accounting records on a monthly basis with the school bookkeeper.
10. Be responsible for the audition/selection process of the color-guard and the drum major.
11. Cooperate with the building principal, Student Council President and Senior Class President for the participation of the Concert Band in the graduation ceremonies at the end of the school year.
12. Be active and attend all Band Parent meetings, serve as an officer on the Executive Board and offer leadership in all activities undertaken by the organization.
13. Be responsible to participate in at least one event (parade, competition) during the Fall with the High School Marching Band.

BAND DIRECTOR - JUNIOR HIGH

1. Conduct and schedule any rehearsals deemed necessary which are outside the regular school day during the school year.
2. Be responsible for the Concert Band's participation in the Michigan School Band and Orchestra Association District Festival or a comparable event at the discretion of the Band Director.
3. Be responsible for the encouragement and participation of the band in the State Festival when eligible.
4. Encourage, give leadership, and prepare students for the solo and Ensemble Festival.
5. Hold at least three concert performances after school hours.
6. Show interest in MSBOA activities.
7. Supervise all fundraising activities of the band, and personally check accounting records on a regular basis with the school bookkeeper.

8. Be active and attend all band parent meetings, serve as an officer on the Executive Board, and offer leadership in all activities undertaken by the organization.

BAND DIRECTOR - ELEMENTARY

1. Hold at least two concert performances outside the regular school day.
2. Conduct and schedule any needed rehearsals which are outside the regular school day.
3. Be responsible for scheduling a musical aptitude test, organizing the instrumentation of the beginning 5th grade band and notifying the parents of the results of the aptitude test.
4. Be responsible for scheduling and supervising a beginning band orientation meeting for students and the parents of prospective members.

PEP BAND DIRECTOR

1. Be responsible for a performing group (Pep Band) at all home basketball games.

NATIONAL HONOR SOCIETY

1. Attend and supervise all National Honor Society meetings.
2. Supervise all approved money-making projects conducted by the Bendle National Honor Society.
3. Give leadership and direction to the Bendle National Honor Society.
4. Be responsible for the election of members into the Bendle National Honor Society.
5. Be responsible for the initiation program for newly elected members.
6. Be responsible for the election of officers for the Bendle National Honor Society.
7. Be responsible for the coordination and supervision of at least one approved service project per school year.
8. Be responsible for internal accounting records and personal verification of the balance of the account on a monthly basis with the school bookkeeper.

S.A.D.D. (Students Against Drunk Driving)

1. Seek to inspire students to want to be part of the "drug free" organization.
2. Oversee regular meetings of the organization.
3. Give direction to all fund raising activities.
4. Chaperone S.A.D.D. students in their attendance at the Annual Regional Teen Institute.
5. Chaperone and plan evening meetings of S.A.D.D. (monthly).
6. Chaperone and direct all projects undertaken by the organization.
7. Seek out speakers, programs, etc. which give emphasis to being "drug free" and which encourage high "self-esteem".
8. Work cooperatively with Connexion or other agencies striving for "drug free" environments.
9. Develop bulletin board materials in the high school which feature positive alcohol and drug awareness.
10. In general be a source of positive alcohol and drug awareness materials and information.

TRANSPORTATION REIMBURSEMENT

Professional staff members who are required to render a service in more than one building will receive twenty-four cents (24) per mile transportation allowance. This will be paid on a monthly basis upon receipt of a purchase order request indicating miles traveled. Request for reimbursement submitted to the Central Office more than fifteen (15) calendar days after the last day of the previous month will not be paid.

APPENDIX E - EXPENSES AND REIMBURSABLE COSTS COVERED BY THE BENDLE BOARD OF EDUCATION FOR THE DURATION OF THIS MASTER CONTRACT

1. Noon Hour Supervision.....\$14.00
2. Transportation Reimbursement.....\$.24
3. Special Departmental Clothing.....\$30.00
4. Substitute Teaching by Regular Staff Members.....\$17.00
5. Professional Conventions and/or Conferences.....

Maximum Reimbursement: \$170.00

Reimbursement will be made to staff members on the following basis, and must include receipts where indicated:

- (a) Registration fees, which are not a part of dues to an organization (receipt required)
- (b) Luncheon and/or banquet meals, if a part of the convention or conference (receipt required)
- (c) Other meals, when approved at the time "Request for Conference" is granted, with the following limitations (No receipt required)

Breakfast (conference of two days or longer)....\$4.00
Luncheon.....\$6.50
Dinner.....\$11.00

- (d) Lodging expense will be paid only for those for whom the request for conference or convention was granted. If the conference extends for more than one (1) day. (Receipt required)
- (e) Mileage reimbursement will be figured on a mileage distance from Flint to destination as calculated by AAA mileage charts. (No receipt required)

EXTENT OF AGREEMENT

The Association and the Board 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 both parties in an amendment hereto.

DURATION OF AGREEMENT

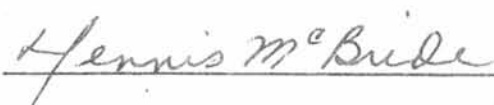
- A. This Agreement shall be effective as of the first day of July, 1990 and shall remain in effect until the thirtieth day of June, 1993.
- B. By no later than April 1st of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach Agreement concerning teachers' salaries and all other conditions of their employment.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS

22nd day of August 1990.



BENDLE EDUCATION ASSOCIATION



BENDLE BOARD OF EDUCATION

