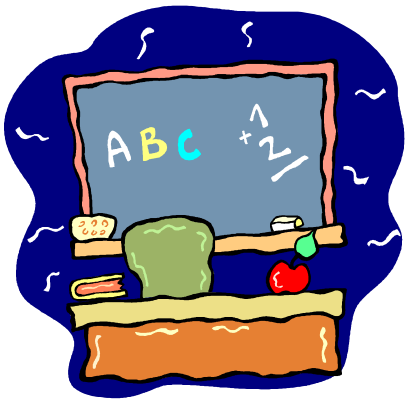
# MASTER AGREEMENT

## BETWEEN

# BENDLE PUBLIC SCHOOLS

## AND

# BENDLE EDUCATION ASSOCIATION, MEA/NEA




# JULY 1, 2026-JUNE 30, 2028

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## RESOLUTION FOR AGREEMENT

This Agreement entered into this 1st day of July 2026 through the last day of June 2028, by and between the Bendle Education Association (the Association) affiliated with the Michigan Education Association (the MEA) and the National Education Association (the NEA) and the Bendle Public Schools (the “District” or the “Board”).

## WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the students of the Bendle Public Schools 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 the Michigan Public Employment Relations Act, MCL 423.201 et seq., to bargain with the Association as the representative of its teaching personnel with respect to wages, hours, and other 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 recognizes the Association as the exclusive and sole bargaining representative for all certified personnel under contract, including those persons holding temporary or alternative certificates (permits), 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 in this Agreement, shall refer to all professional, temporary, or alternative certificated employees represented by the Association in the bargaining or negotiating unit as above defined. The term “Non-teaching Professional Staff Member when used in this Agreement shall refer to those members of the Association’s bargaining unit whose employment is not regulated by the Michigan Teachers’ Tenure Act.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. Any teacher who does not execute membership papers within thirty (30) days of his/her first day of work will be contacted by the Association.

D. The Association agrees to indemnify and save the Board 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 Board for the purpose of complying with this Article. In the event that any legal action against the Board or its employees or agents is 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.

E. This agreement shall not be construed to deny or restrict to any teacher rights the teacher may have under the Revised School Code or applicable civil service laws and regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.

## TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., the Board 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 the laws 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 the Public Employment Relations Act 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 wages, hours and other terms and 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.

## BOARD RIGHTS

The Association recognizes that the Board has the responsibility and the authority to manage and direct, on behalf of the public, all of the operations and activities of the District to the full extent authorized by the laws of the state of Michigan and the United States, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this agreement.

Whereas House Bill 4313 was signed into law on July 14, 2017, thereby amending the State School Aid Act in part, by adding Section 164h and; whereas violation of subsection (1) of 164h shall result in forfeiture of an amount equal to 5% of the funds due to the district under this article, the Bendle Board of Education and Bendle Education Association agree not to enter into a collective bargaining agreement that does any of the following: (1)a establishes racial or religious preferences for employees, (b) automatically deducts union dues from employee compensation, (c) is in conflict with any state or federal law regarding district or intermediate district transparency, (d) includes a method of compensation that does not comply with section 1250 of the revised school code, (MCL 380.1250).

In order to comply with HB 4313a (Sec. 1250) Staff member's not obtaining "Effective" or "Highly Effective" status on his/her most recent year-end teacher evaluation are ineligible to receive any salary increases through additional steps or negotiated increases to current steps for the next school year.

## CHAPTER 1
## SALARIES

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

## CHAPTER 2
## TEACHING CONDITIONS

### Section 2.01 - Class Loads

It is understood and accepted by the Administration, the Board, and the Association that the student-teacher ratio is an important aspect of effective programming. To ensure a high quality of education, the Board will make a continuing effort to maintain good student-teacher ratios, with emphasis at the K-3 level where it is agreed that a good student-teacher ratio is desirable to ensure the very best learning environment. Also, every effort will be made to ensure that any mainstreaming of special needs students in regular classrooms, consistent with IEP placement, will be done in such a manner (number/distribution) as to give all students the best possible educational experience.

A. Placement of new enrollees at the elementary level shall be made using the following procedures:

1. Before posting class listings for the beginning of each school year, class sizes will be compared by building/grade level to maintain consistent student-teacher ratios.

2. After posting class listings, the Building Administrators (or designee) will consult before the placement of any new elementary enrollee. Consultation will include comparison of the current student-teacher ratio in each grade by building and District wide. Except for special circumstances as agreed by teachers at that grade level, new students will be placed in the classroom containing the least number of students.

3. When practicable, classroom teachers shall be notified one day before to new students report to class. Upon notification, should the classroom teacher have a concern about placement, the teacher shall request and be granted a meeting with the Building Administrator (or designee) and the Building Representative to discuss the concern. Should the classroom teacher be absent from his/her assignment, the Building Representative will be notified and will act on behalf of the classroom teacher. Should both the teacher and building representative be absent from their assignments, an Association officer will be contacted to act on behalf of the classroom teacher.

B. In order to assist in the equitable distribution of all students among available classes, the Board shall provide the Association with a report on the distribution of students before the first day of school. The Association may request a meeting to discuss said report and said meeting, if requested, will occur prior to the first day of school. For students enrolling after the beginning of the school year, a serious effort will be made to assure equal distribution District-wide. The Association president or designee will be kept informed of all new students enrolled after the first day of the school year and of all IEP placements.

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 or the Association may request a meeting to review the data.

1. As a result of this report, if the Association is not satisfied with the Administration's effort to reach and maintain a good and acceptable student-teacher ratio, the Association may submit, in writing, any suggestions or alternatives to the Board via the Superintendent. These suggestions and/or alternatives will be placed on the Board agenda for action at the regular Board meeting in October or at a special Board meeting before the October meeting.

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 student-teacher ratios in the classrooms.

**Section 2.02 - Teaching Hours - Elementary**

A. The teachers' scheduled work day in the elementary schools shall consist of seven (7) hours and twelve (12) minutes. Within that time, the following will be included:

1. A forty (40) minute duty--free and uninterrupted lunch period. Teachers shall be at their assigned place of duty at the end of the lunch period.
2. A minimum of forty-five (45) minutes of planning/conference time per day with a minimum of two hundred fifty (250) minutes per week.
3. Ten (10) minutes of teacher responsibility time before the beginning of classes and five (5) minutes of teacher responsibility time after the conclusion of classes.

B. **Secondary** - The teachers' scheduled work day in the secondary schools shall consist of seven (7) hours.

1. A thirty (30) minute duty free and uninterrupted lunch period**.**
2. A minimum of forty-five (45) minutes of planning/conference time per day.
3. Ten (10) minutes of teacher responsibility time before the beginning of classes and five (5) minutes of teacher responsibility time after the conclusion of classes.

C. Teachers serving at both the elementary and secondary levels and part 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 time stipulated in 2.02 A and B, or not to exceed fifty percent (50%) of that time if they are working part-time.

D. 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 lunch period. Mileage reimbursement will be granted consistent with the rate established in this Agreement.

1. 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/her absence. If a teacher accepts this assignment, the Building Principal will not be considered in violation of the Agreement. In addition, this assignment is not to be counted as a "substitute" teaching assignment as detailed in section 10.05.

2. Any teacher accepting the assignment of noon supervision shall be paid at the rate indicated in Appendix E for the duration of this Agreement.

E. Teachers shall not leave before their contractual period of responsibility unless given prior approval by the Building Principal.

F. Teachers shall attend staff meetings called by the Building Principal to whom the teacher is assigned. Teachers shall be given one week’s notice of such meetings and be given the agenda one day prior to the meeting. When a Building Principal is assigned to more than one building, staff meetings may be held jointly or in separate buildings, as appropriate.

1. The maximum number of such staff meetings shall not exceed nine (9) per year**.**

2. A regularly--scheduled staff meeting, with notice and agenda, 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.

3. 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 twenty-four (24) hours written notice, with agenda attached, and provided to each teacher. It will be counted as one (1) of the nine (9) staff meetings allowed each year.

4. Staff members who are not in attendance due to teaching assignment conflicts with a scheduled meeting will meet with the Building Principal within three (3) days of the meeting.

5. Teachers who are not in attendance for an entire contractually scheduled staff meeting may have their pay adjusted accordingly, prorated by the hour.

6. Building Administrators may excuse teachers who may have a long--standing doctor's appointment, professional class examination, or other vital reason for absence on the condition that the Administrator is notified immediately upon receipt of the meeting notice. Verification may be required.

7. The Building Administrator may excuse teachers in case of personal illness which develops while the teacher is at work on the day of the staff meeting.

**Section 2.03 - Preparation Time**

Daily preparation is needed 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 ensuring that the energies of the teacher are primarily utilized to this end, the Board shall grant one (1) 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 (2) periods of time.)

1. Other variations will be permissible, with mutual consent of the teacher and the building administrator.

2. Every effort will be made to ensure that teachers have their regular classrooms available for their use during their preparation period.

3. When IEP Team meetings are scheduled during the staff member's preparation period, every effort will be made to see that the IEP Team meeting is scheduled in the building of that child's classroom teacher.

4. Teachers required to travel during their preparation time will be reimbursed for mileage consistent with the rates established in this Agreement.

5. No elementary teacher shall be required to travel on a regular basis during his/her designated forty-five (45) minute preparation time. No secondary teacher shall be required to travel on a regular basis during his/her designated preparation time.

**Section 2.04 - Assignments**

Staff members will know their assignments no later than August 1. However, unplanned extenuating circumstances could later result in assignment changes.

**Section 2.05 - Working Conditions**

A. The Association and the Board recognize that optimum school facilities for both student and teacher are desirable to ensure 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 so that attention can be given to any such deficiency. The Board assures that any physical aspects of classrooms which need to be given attention will receive it in a timely fashion.

B. The Board, the Administration, and the Association mutually agree to enforce the Bendle Student Code of Conduct, the Teacher Handbooks, and Board Policies.

C. In its pledge to provide a quality education and in its recognition that technology is a vital link in such an education, the Board will make every effort to provide the materials and technical equipment necessary for the fulfillment of the goals and objectives of the curriculum.

D. If equipment is deemed necessary for classroom instruction and cannot be reasonably provided for by the District, and this necessity is mutually agreed upon in writing by the Building Administrator and the teacher, then in the case of loss or destruction the Board agrees to provide compensation at the value provided for in the Agreement.

**Section 2.06 - Mentor Teachers**

A. A mentor teacher shall be assigned to each probationary teacher in accordance with provisions of the Revised School Code. The assignment of the mentor to a teacher shall be for a period not to exceed one school year. The assignment shall be subject to review no later than June 30th of each assigned year. Following a successful review by the building administrator and approval between the building administrator, mentee, and mentor the assignment may be renewed in succeeding years. In the event a new mentor must be assigned, such assignment shall take place prior to start of the next school year.

B. Mentor teachers shall be selected by the Administration from among employed certified Bendle teaching staff, who volunteer and other qualified personnel as outlined in the Revised School Code. Consideration should be given to mentors who have the same or similar grade level and/or major/minor as the mentee.

C. The purpose of the mentor/mentee relationship is to provide professional support, guidance, and resources helping the mentee to complete a successful probationary period. The Board and the Association agree the relationship shall be confidential. Neither the mentor nor the mentee shall be required to serve, but may volunteer, as a witness in any grievance or administrative hearing involving the other. The Association will be informed of any issue which arises and involves both the mentor and the mentee prior to any administrative hearing.

D. The mentor teacher may assist in preparing the probationary teacher's individualized development plan. Release time may be approved for the mentor/mentee by the Building Administrator for the purpose of meeting goals of the individualized development plan.

E. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction, as required by the Revised School Code, during their first three (3) years of classroom teaching. It is the intent of the Board to provide said time during the normal school day.

F. Any Bendle employee successfully completing a year as mentor teacher shall be compensated at a rate equal to $1000.00 on an annual basis. Successful completion to be determined through the following: a) exit interview of mentor and mentee by district administrator, b) completion of Bendle Teacher Mentoring Program Manual. **Development of the Bendle Teacher Mentoring Program Manual is a collaborative effort between the Bendle administration and teaching staff.*

## CHAPTER 3
## VACANCIES AND TRANSFERS

**Section 3.01**

**DEFINITION:** A vacancy shall be defined as any new position or an existing position which the

Board intends to fill or to which no current staff member is assigned. This does not include positions which may be filled by staff on lay-off, leave, staff reassignments that facilitate recall, or involuntary transfers. Notification will be sent to the President whenever a vacancy exists that the Board does not intend to fill.

A. **VACANCIES FROM THE FIRST DAY OF THE SCHOOL YEAR UP TO FIVE (5) DAYS BEFORE THE END OF THE SCHOOL YEAR:**
Whenever any vacancy in any professional position in the District shall occur from the first day of the school calendar year to five (5) days before the last working day on the school calendar, the Board shall publicize same by giving written notice in the following manner:

1. Vacancy notices shall be posted within the bargaining unit first**.**

2. Provide a copy of said notice to each teacher. Notice to be placed in each teacher's mailbox.

3. Vacancy notices shall be posted within one (1) week subsequent to receipt of teacher's written resignation.

4. Vacancy notices for positions in summer programs shall be posted within one week subsequent to the date the program is approved by the Board.

5. No vacancy shall be permanently filled until seven **(7)** calendar days after such vacancy notice has been distributed to all teachers.

6**.** No posting outside the bargaining unit shall take place until all teachers have been interviewed and notified in writing of the status of their application. If no teacher has been assigned the position, then the Board reserves the right to go outside the bargaining unit to fill the position.

B. **VACANCIES THE LAST FIVE (5) DAYS OF SCHOOL YEAR UNTIL AUGUST 1ST:**
During the last five (5) days of the current school year and during the summer recess period until August 1st of each year, vacancy notices shall be emailed to Association members through district provided addresses.

1. A copy of each vacancy notice will also be sent to the President of the Association.

2. Vacancies occurring during this period of time will be filled only after the notice has been provided for at least twelve (12) calendar days.

C. **VACANCIES BETWEEN AUGUST 1$^{ST}$ AND THE FIRST DAY OF SCHOOL:** Notices for vacancies occurring between August 1st and the first working day of the new school year will be as stated in Paragraph "B" above, emailed to Association members through district provided addresses.

1. A copy of each vacancy notice will also be sent to the President of the Association.

2. Vacancies occurring during this period of time will be filled only after the notice has been provided for at least five (5) calendar days.

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 or semester. 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 or semester, which will then permit the applicant who was awarded the position to assume this assignment on the first day of the following school year or semester. 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 (1) week after the position has been filled.

F. All vacancies shall be posted with an accompanying job description and selection criteria. Teachers shall be notified within ten (10) days of the expiration of the vacancy notice, of the disposition of his/her application.

**Section 3.02 - Vacancies - Coaching Assignments (Appendix "B")**

A. **VACANCIES DURING THE SCHOOL YEAR:**
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, which will placed in each professional staff mailbox.

2. Vacancy notices shall be published within one (1) week subsequent to the receipt of employee's written resignation.

3. No vacancy shall be permanently filled until five (5) days after such vacancy notice has been distributed to all staff members.

B. **VACANCIES THE LAST FIVE DAYS OF SCHOOL YEAR UNTIL AUGUST 1ST:**
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 for which they wish to be notified. A copy of each coaching vacancy notice will also be sent to the President of the 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, paragraph B-1.

2. Vacancies occurring during the summer recess, commencing on the last day of school until August 1st will be filled only after the notice has been provided for at least twelve (12) calendar days.

3. On August 1st and thereafter until the opening of school, vacancies occurring will be filled only after the notice has been provided for at least five (5) days.

C. 1. The Board and the Association recognize that when vacancies occur and no qualified teacher applies; 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 teacher**.**

2. However, in all such instances, when a person other than a teacher 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 teachers to apply. As long as non-bargaining unit personnel are assigned to these positions, this procedure will be repeated annually.

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.

D. Vacancy notices for all temporary coaching positions (those filled by persons other than teachers) 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 have 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**

1. All teachers (applicants) will be granted an interview by the administrator, or

administrators, responsible for the filling of the announced vacancy.

**Section 3.04 - Summer School Program**

Sections 3.01 and 3.03 are applicable for summer school programs conducted by the District.

**Section 3.05 - Transfers**

Definition: Involuntary transfer - any person whose assignment has been reduced or eliminated, or whose assignment has been changed as a result of the reassignment of current staff, a shift in student enrollment, or lay-off.

A. Any teacher who is to be involuntarily transferred shall first receive notice of same in person or by phone, and then in writing, by an administrator before any other public notification. The teacher shall have the opportunity to discuss the involuntary transfer with the Superintendent.

B. When a teacher with multi-certification is involuntarily transferred into another area of certification, the teacher may request a reassignment.

C. A teacher may express an interest in reassignment to a different class, grade level, subject area or position, or transfer to a different building by submitting an Interest in Transfer form to the Superintendent. Such requests shall specify the reassignment(s) requested in order of preference. All requests must be renewed annually. Requests by a teacher for transfer shall be made on or before March 31st. The interest file will be reviewed annually. If the Superintendent decides to make a transfer based on the interest file, the teacher will be consulted prior to the transfer.

**Section 3.06 - Disposition of Requests**

A. Any teacher who applies for a position shall be notified in writing of the disposition of his/her application no more than ten (10) days after the deadline for application.

B. If the teacher applicant is denied the position, upon request, the Superintendent or designee shall provide in writing the criteria which were used in the determination which favored another applicant.

## CHAPTER 4
## PROTECTION OF TEACHERS

**Section 4.01 - Assistance in Assault Cases**

A. Teachers shall be required to report all cases of assault suffered in connection with their employment to the Building Principal in writing as soon as possible. The Building Principal will submit the written report to the Superintendent’s Office by the end of the following

school day. The Building Principal shall forward a copy to the Superintendent. The Building Principal will acknowledge receipt of such report in writing.

B. The School Counsel and/or the Superintendent shall inform the teacher of his/her rights under the law and shall provide such information in a written document.

C. The School Counsel shall notify the teacher of his/her readiness to assist the teacher as follows:

1. Shall assist and cooperate in obtaining from the police and/or from the Principal, relevant information concerning any reported incident.

2. Shall act in other appropriate ways as liaison between teacher, police and the courts.

3. Shall counsel the teacher in court appearances.

**Section 4.02 - Legal Counsel**

The Board agrees to provide legal counsel to defend any teacher in action arising out of an assault on a teacher; or any disciplinary action taken against a student by a teacher provided that such disciplinary action complies with Section 4.03 of this Agreement. During the first week of each school year, each Building Principal will explain and discuss with his/her staff the written policy statement governing use of corporal punishment of students.

**Section 4.03 - Discipline**

During the first week of each school year, the Board shall provide a written policy statement governing the use of corporal punishment of students. (This policy statement is to be inserted as a part of the regular "Teachers' Letter" provided to teachers by their respective Building Principals.) The above "Policy Statement" shall be consistent with Section 1312 of the Revised School Code, MCL 380.1312.

**Section 4.04 - Building Administration**

When a Building Principal is to be absent from the building, there will be a designated professional staff member or administrator on site, who will assume the duties of the Principal. The exact procedure will be established by the building level team on or before the first day of school. Staff will be notified of the plan in writing.

A. If the designated professional is a classroom teacher and the Building Principal will be absent for three (3) hours or longer, then a substitute teacher will be hired to cover his/her classrooms for the time he/she is on duty as Acting Principal.

B. The designation of a person to assume the duties of the Principal will be made by the Principal and requires the acceptance of the professional member.

## CHAPTER 5
## PAID LEAVE

### Section 5.01 - Personal Illness and/or Disability (Sick Leave Days)

A. Interpretation: Personal Illness and/or Disability Leave Days shall comply with (Earned Sick Time Act).

B. At the beginning of each school year, thirteen (13)* Sick Leave Days, five (5) of which may be used as Personal Leave Days shall be granted to regular certified teachers under contract for thirty-eight (38) weeks or longer, the unused portion of which shall accumulate from year to year without limitation. *One of these sick days is contingent on adding 5 minutes to the calendar for PLC, this additional day will be rescinded in the event the 5 minutes is removed from the calendar any following school year.

1. Should a teacher use all of his/her sick leave days allocated each year during the first semester and for any reason is not employed by the District for the second semester, the pro-rated leave days used, but not earned, shall be deducted from his/her final paycheck.

2. One half (1/2) of the above sick leave days shall be granted to half-time teachers.

C. Granting of Sick Leave Days

1. These days are subject to verbal or electronic 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 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. Staff members are responsible for ensuring any personal absence information is properly entered into the electronic absence system in a timely manner. Failure by staff members to provide the

district with absence information may result in disciplinary action up to and including termination. In the case of Personal Days, staff members shall enter information upon approval from the building principal.

E. Emergency Sick Leave Bank

At the beginning of each school year and at the request of the Association, members of the 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 Association members.

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 comprised of two members selected by administration and two members selected by the Association and the president of the Association or designee.

    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 Board 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 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 Association members and credited to the Emergency Sick Leave Bank shall be donated over the Association member’s signature on a form provided by the administration. Staff members shall receive the appropriate from to indicate participation with their required annual paperwork. An Association officer shall work with Central Office to ensure accuracy of participation. Signed participation forms shall be kept in the Central Office for audit purposes.

**Section 5.02 - Personal Leave Days**

A. Five (5) personal illness/disability days may be used as Personal Leave Days each year. A maximum of three (3) days may be used in succession.

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 absence electronically and shall be entitled to a hearing before the Board with representation as recognized in this 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 7.01.

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 (3) three work days in advance.

2. When fewer than three (3) work 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 before 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, for paid days falling either the day before or the day following (1) a paid legal holiday, (2) vacation days, or (3) during semester examination periods where applicable, (4) the last paid working day(s) of the second semester "designated" teacher workday(s). (5) day(s) or partial days designated as teacher non-attendance days to compensate for services rendered after the regular workday, and or (6) any day following a school cancellation that would have been a scheduled return day following any of the above situations.

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 already exhausting his/her allocated

five (5) days. Thus, the teacher has no alternative but to report the 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. Staff members are responsible for ensuring any personal absence information is properly entered into the electronic absence system in a timely manner. Failure by staff members to provide the district with absence information may result in disciplinary action up to and including termination. In the case of Personal Days, staff members shall enter information upon approval from the building principal.

**Section 5.03 – Workers' 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 Workers' Compensation Act, the Board shall pay to such teacher the difference between his/her regular salary, and the benefits he/she shall receive under the Michigan Workers' Compensation Act for the duration of such absence subject to the following:

A. For the first two (2) 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 Workers' Compensation Act, the teacher shall be paid the difference between his/her regular salary and the benefits he/she shall receive under the Michigan Workers' 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 Workers' Compensation paid to the person for the first two weeks shall be paid to the Board.)

If the absence exceeds eight (8) weeks, the teacher may elect, in writing, to receive from the Board the difference between the Workers' Compensation benefits and his/her 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/her daily wage, 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 staff members and the District, Professional Convention and/or Conference attendance requests may be authorized by the Superintendent, without loss of pay.

A. 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, teacher's 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 teacher allocation for conferences/conventions indicated in Appendix D.

1. Request must first be submitted to the Building Principal on forms provided by the District eight (8) days before 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. Requests 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) 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 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 cost of the substitute.

3. These leave days will not be deducted from the representative's personal leave days.

4. The Board 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.

**Section 5.05 - Association Release Time**

The Association and the Board recognize that the Association President or designee may be required to meet or conduct business with the Board, Superintendent, or other Administrators during the school day. In order to allow time for said meetings and other related business, the Association President or designee will be granted release time by the Superintendent.

## CHAPTER 6
## LEAVES OF ABSENCE

**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 an unpaid leave of absence, for such time as is necessary for complete recovery from such illness. The Board will continue to pay for the teacher's fringe benefits for one month beyond the month in which the teacher's sick days expire, or until the teacher is eligible for long term disability, whichever comes first. 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. Physician's statement shall be presented to the Central Office one (1) week prior to the teacher's return.

    b. The teacher's ability to return to work must precede the end of the current semester by two (2) weeks (ten 10 school days), 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. If the teacher returns from a personal illness leave within twelve (12)

months following the end of the semester during which the leave was granted he/she shall be returned to or assigned to a position in accordance with applicable law and board policy. If the teacher does not return within twelve (12) months following the end of the semester during which the leave was granted, the position shall be considered vacant.

**Section 6.02 - Leave of Absence with Pay** Teachers will be paid leave time for the following purposes:

**BEREAVEMENT**

A. Five (5) days per school year will be allowed in the case of a death in the immediate family interpreted as: husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren, step-parents, step-sister, or step-brothers.

1. In the event of a death of a person not interpreted as "immediate" family (above) and whose relationship to the teacher poses a special circumstance; a leave of absence may be granted at the discretion of the Superintendent provided that such leave is requested and approved before 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 (2) deaths do not occur simultaneously.

3. One (1) day per school year will be granted in the case of the death of a brother-in-law, sister-in-law, spouse's grandparents, aunts, uncles, nieces, and nephews.

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 or the parent of a currently--enrolled Bendle student occur, released time will be given to a teacher representative to attend the 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.

**JURY DUTY/COURT APPEARANCES**

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 proceeding which was not directly caused by him/her. A copy of the subpoena must be provided to the school before 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 before the end of the regular teaching hours.

**UNIFORMED SERVICES LEAVE**

D. Time necessary to take the Selective Service physical examination.

E. Time to serve on active duty in the uniformed services in conformity with state and federal statutes. The teacher shall suffer no loss of seniority of status as a result of uniformed services leave. Teachers may also elect to continue insurance benefits by paying premiums through the Central Office, contingent upon approval of the respective insurance carrier.

**Section 6.03 - Family Care Leave of Absence**

A. A leave of absence for Family Care, without pay and fringe benefits, shall be granted to any teacher for the purpose of caring for a member of the immediate family as defined in Section 6.02 A and 6.02 A1. 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. Leaves may be taken under the FMLA, not in conjunction with this section.

B. A request for Family 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.

1. Emergency situations which are verified by a physician, 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 Family Care shall be granted up to one (1) full year in addition to the number of months absent during the semester in which the leave of absence was granted.

**OTHER UNPAID LEAVES: CONDITIONS**

A. Other unpaid leaves may be granted under the following conditions:

1. The teacher has acquired tenure in the Bendle School District.

2. The leave will be without pay and/or fringe benefits.
3. Teachers may continue benefits as allowed by the respective insurance carrier.
4. No seniority or advancement on the salary scale shall occur during leave.
5. Leaves will be applied for in writing and granted by the Board in writing.
6. Such leave would not adversely affect the student programs.
7. Appendix B, C, or D jobs will be restored provided the leave lasts no more than one year.

B. Kinds of Unpaid Leaves

1. Peace Corps, Vista, Teachers Corps, Department of Defense leaves: up to two years.
2. Personal travel: Up to one year
3. Professional study: Up to one year
4. Campaign and/or hold public office: Length of first term
5. Universal Leave (personal): Up to one year

**Section 6.10 - Return from Leave of Absence**

A. A teacher who has been granted a Leave of Absence shall notify the Superintendent, 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, in writing, as stated above, will be considered as having voluntarily resigned.

2. When November 1st or May 1st is before the effective day of the teacher's leave and the teacher intends to resume work at the beginning of the next semester, the teacher must make such notification at the time his/her request for a leave is submitted.

## CHAPTER 7
## PROCEDURE FOR HANDLING GRIEVANCES

**Section 7.01 - Grievance Conditions**

A grievance shall be defined as a claim that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the Board or any provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, and other 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 7.02 - Procedure**

A. Level One

Any grievance must be filed within fifteen (15) 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 ten (10) days, the employee shall have ten (10) days to submit the grievance in writing. The Principal shall have ten (10) days to provide a written response.

B. Level Two

Any grievance not satisfactorily resolved at Level One may be appealed to the Superintendent or designee within ten (10) days of receipt of the Level One answer. 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.

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 ten (10) 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 ten (10) 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 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. However, beginning with new hires for school year 2011-12, a probationary teacher within his/her first two years of probation shall not be able to process a grievance beyond Level III.

I. If a written response at any level is not received or not received within the time period, the grievance will automatically be considered moved to the next level.

J. This Agreement shall not be construed to prevent any teacher from presenting a grievance and having the grievance settled without intervention of the Association provided that the settlement is consistent with the terms of this agreement and the Association has been given the opportunity to be present at such settlement. Grievances may only be processed at Board level and above if the Grievance has the support of the Association.

## CHAPTER 8
## PROFESSIONAL STAFF DEVELOPMENT

### Section 8.01 - Purpose

The Board will provide the highest quality professional development opportunities possible, as mandated by state law, for staff members. Professional staff development concerns shall be the responsibility of building and District school improvement teams**.**

## CHAPTER 9
## GENERAL

### Section 9.01 - Strikes by Public Employees

The Association recognizes that the Public Employment Relations Act 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. MCL 423.201 et seq. To this extent, the Association recognizes its obligation to discourage a strike among its members.

### Section 9.02 - Medical Requirements

A. All written statements from a doctor testifying to a teacher's state of health shall be kept in the teacher's personnel file unless otherwise required by law.

B. The Board shall provide, free of charge, a licensed physician to issue to each teacher any required health certificate; or each teacher may secure said certificate from his/her own licensed physician at the teacher's expense.

**Section 9.03 - Teacher Evaluations**

A. Each teacher shall have the right, upon request, to review the contents of his/her personal file folder.

**Section 9.04 - 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 Education, Life Management, Chemistry, Biology, Physics, Technology 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.

Upon the request of an elementary teacher the Board shall provide yearly, without charge, one (1) smock for his/her use.

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 30 of the current school year.

**Section 9.05 - 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 are not included in this limitation.)

1. Faculty members shall be reimbursed at the rate indicated in Appendix

E per assignment for substitute work when assigned during the duration of this Agreement.

C. If a situation develops in which there is no substitute teacher available, a teacher who has fulfilled the provision 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 assignment, for the duration of this Agreement.

D. Substitute pay will be disbursed in the check following the actual work.

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 9.06 - Seniority**

A. 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 a bargaining unit member is on a "leave of absence."

5. Any administrator returning to a teaching position within the District shall retain only his/her seniority for previous years taught in the District. Any administrator 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.

B. The seniority list, including publication date, seniority, years of service within the District, 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 the (10) days before 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.

**Section 9.07 - Parent-Teacher Conferences**

A. The Board of Education and the 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, electronic communications 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. Telephone, electronic communications, and hand-written notes may serve as a secondary means of holding parent-teacher conferences. NOTE: Written and electronic communications should only be used after careful consideration of the necessary content being communicated and the ability to communicate such content in its proper context. All written and electronic communications should be made with the expectation that the receiving party may not respect the intended confidentiality. Staff shall document attempts to contact parent-guardians.

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 9.08 - 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 9.09 - Savings Clause**

If any provisions 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.

**Section 9.10 - Annexations and Consolidations**

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be merged or combined including academy, charter and private or other public schools.

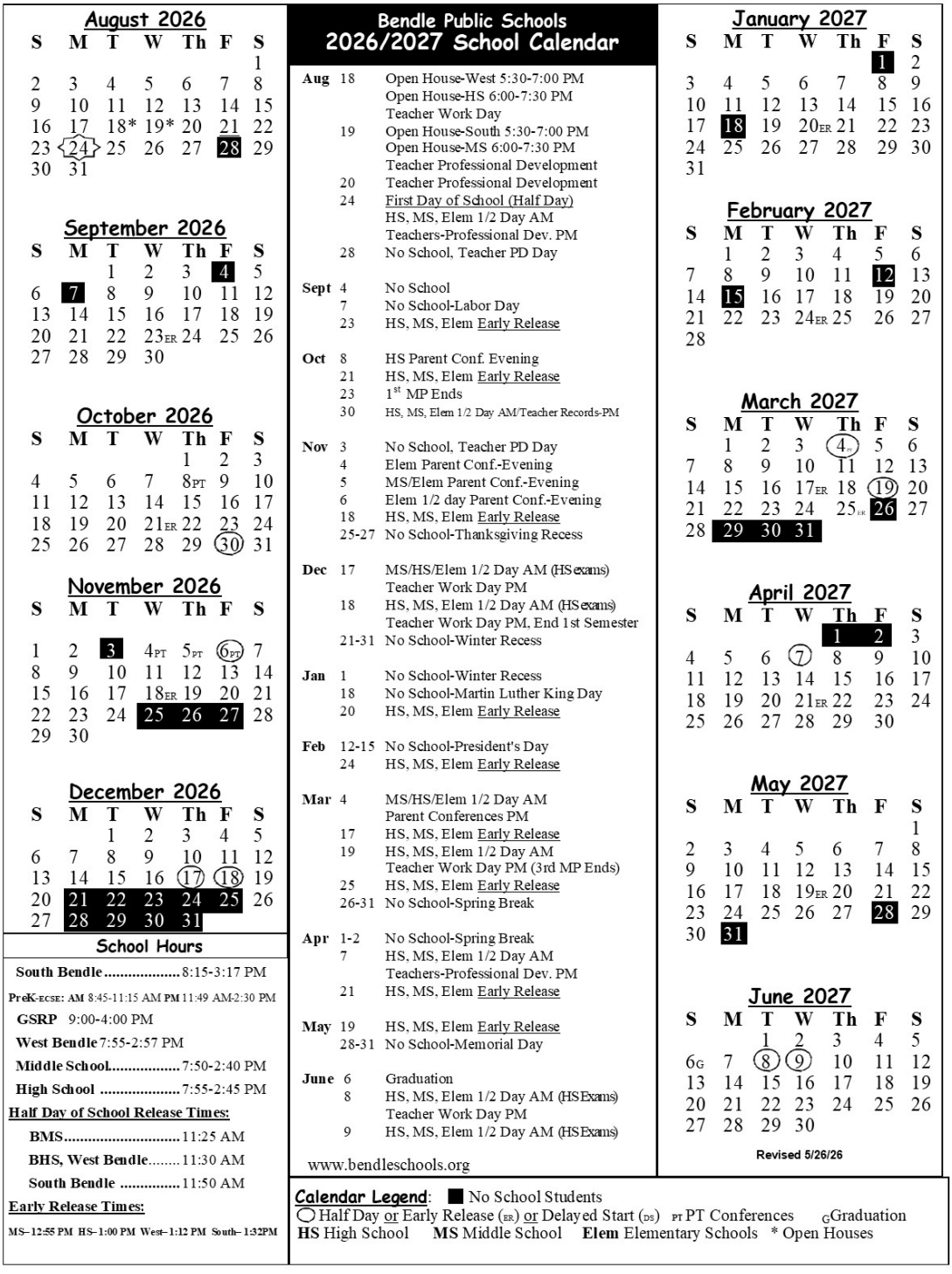
In the event this District shall be combined with one or more districts, the Board will fully comply with its obligations under Michigan laws, including protecting any rights of its teachers related to the consolidation.

**Section 9.11-MEA Dues**

MEA dues may be deducted from members payroll as requested by each individual member.

# CHAPTER 10
# SCHOOL CALENDARS

## 2026/2027 School Calendar



**August 2026**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18* | 19* | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**September 2026**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23ER | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

**October 2026**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8PT | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21ER | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**November 2026**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4PT | 5PT | 6PT | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18ER | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

**December 2026**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**School Hours**

**South Bendle** ..... 8:15-3:17 PM

**PreK-ECSE: AM** 8:45-11:15 AM **PM** 11:49 AM-2:30 PM

**GSRP** 9:00-4:00 PM

**West Bendle** 7:55-2:57 PM

**Middle School**..... 7:50-2:40 PM

**High School** ..... 7:55-2:45 PM

**Half Day of School Release Times:**

**BMS**..... 11:25 AM

**BHS, West Bendle**..... 11:30 AM

**South Bendle** ..... 11:50 AM

**Early Release Times:**

**MS– 12:55 PM HS– 1:00 PM West– 1:12 PM South– 1:32PM**

**Bendle Public Schools**
**2026/2027 School Calendar**

| | | |
|---|---|---|
| **Aug** | 18 | Open House-West 5:30-7:00 PM<br>Open House-HS 6:00-7:30 PM<br>Teacher Work Day |
| | 19 | Open House-South 5:30-7:00 PM<br>Open House-MS 6:00-7:30 PM<br>Teacher Professional Development |
| | 20 | Teacher Professional Development |
| | 24 | First Day of School (Half Day)<br>HS, MS, Elem 1/2 Day AM<br>Teachers-Professional Dev. PM |
| | 28 | No School, Teacher PD Day |
| **Sept** | 4 | No School |
| | 7 | No School-Labor Day |
| | 23 | HS, MS, Elem Early Release |
| **Oct** | 8 | HS Parent Conf. Evening |
| | 21 | HS, MS, Elem Early Release |
| | 23 | 1st MP Ends |
| | 30 | HS, MS, Elem 1/2 Day AM/Teacher Records-PM |
| **Nov** | 3 | No School, Teacher PD Day |
| | 4 | Elem Parent Conf.-Evening |
| | 5 | MS/Elem Parent Conf.-Evening |
| | 6 | Elem 1/2 day Parent Conf.-Evening |
| | 18 | HS, MS, Elem Early Release |
| | 25-27 | No School-Thanksgiving Recess |
| **Dec** | 17 | MS/HS/Elem 1/2 Day AM (HS exams)<br>Teacher Work Day PM |
| | 18 | HS, MS, Elem 1/2 Day AM (HS exams)<br>Teacher Work Day PM, End 1st Semester |
| | 21-31 | No School-Winter Recess |
| **Jan** | 1 | No School-Winter Recess |
| | 18 | No School-Martin Luther King Day |
| | 20 | HS, MS, Elem Early Release |
| **Feb** | 12-15 | No School-President's Day |
| | 24 | HS, MS, Elem Early Release |
| **Mar** | 4 | MS/HS/Elem 1/2 Day AM<br>Parent Conferences PM |
| | 17 | HS, MS, Elem Early Release |
| | 19 | HS, MS, Elem 1/2 Day AM<br>Teacher Work Day PM (3rd MP Ends) |
| | 25 | HS, MS, Elem Early Release |
| | 26-31 | No School-Spring Break |
| **Apr** | 1-2 | No School-Spring Break |
| | 7 | HS, MS, Elem 1/2 Day AM<br>Teachers-Professional Dev. PM |
| | 21 | HS, MS, Elem Early Release |
| **May** | 19 | HS, MS, Elem Early Release |
| | 28-31 | No School-Memorial Day |
| **June** | 6 | Graduation |
| | 8 | HS, MS, Elem 1/2 Day AM (HS Exams)<br>Teacher Work Day PM |
| | 9 | HS, MS, Elem 1/2 Day AM (HS Exams) |

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**January 2027**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20ER | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**February 2027**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24ER | 25 | 26 | 27 |
| 28 | | | | | | |

**March 2027**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4PT | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17ER | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25LK | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

**April 2027**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21ER | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

**May 2027**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19ER | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**June 2027**

| S | M | T | W | Th | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6G | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

**Revised 5/26/26**

**Calendar Legend**: ■ No School Students
◯ Half Day or Early Release (ER) or Delayed Start (DS) PT PT Conferences GGraduation
**HS** High School **MS** Middle School **Elem** Elementary Schools * Open Houses

**2027/2028 School Calendar TO BE DETERMINED**

1. Evening sessions are considered paid ½ days of work with the exception of the Open House which will be compensated with 1.75 hours of comp time.

2. If an emergency closing is necessary, the Superintendent shall determine whether or not staff is to report. If day(s) on the calendar are lost due to inclement weather or any other condition not within the control of school authorities and if the law requires for a certain number of days of student 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. The parties will meet before May 1 to review the proposed adjustment and make arrangements for its implementation.

3. The Association agrees that the school calendar will be adjusted 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.

4. Before June 1 of each year, the calendar for the ensuing school year will be completed.

## APPENDIX A

## SALARY SCHEDULE
## 2026/2027

**0% Increase, Steps and Levels**

| $ 43,543 | BA | BA15 | BA30/MA | MA15 | MA30 | PHD |
|---|---|---|---|---|---|---|
| 1 | $ 44,414 | $ 46,635 | $ 48,966 | $ 51,415 | $ 53,985 | $56,685 |
| 2 | $ 46,635 | $ 48,966 | $ 51,415 | $ 53,985 | $ 56,685 | $59,519 |
| 3 | $ 48,966 | $ 51,415 | $ 53,985 | $ 56,685 | $ 59,519 | $62,495 |
| 4 | $ 51,415 | $ 53,985 | $ 56,685 | $ 59,519 | $ 62,495 | $65,619 |
| 5 | $ 53,985 | $ 56,685 | $ 59,519 | $ 62,495 | $ 65,619 | $68,900 |
| 6 | $ 56,685 | $ 59,519 | $ 62,495 | $ 65,619 | $ 68,900 | $72,345 |
| 7 | $ 59,519 | $ 62,495 | $ 65,619 | $ 68,900 | $ 72,345 | $75,963 |
| 8 | $ 62,495 | $ 65,619 | $ 68,900 | $ 72,345 | $ 75,963 | $79,761 |
| 9 | $ 65,619 | $ 68,900 | $ 72,345 | $ 75,963 | $ 79,761 | $83,749 |
| 10+ | $ 68,900 | $ 72,345 | $ 75,963 | $ 79,761 | $ 83,749 | $87,936 |
| L | $ 74,330 | $ 77,996 | $ 81,846 | $ 85,888 | $ 90,133 | $94,589 |
| L+4 | $ 75,030 | $ 78,696 | $ 82,546 | $ 86,588 | $ 90,833 | $95,289 |
| L+9 | $ 75,730 | $ 79,396 | $ 83,246 | $ 87,288 | $ 91,533 | $95,989 |
| L+14 | $ 76,430 | $ 80,096 | $ 83,946 | $ 87,988 | $ 92,233 | $96,689 |

Salary Schedule 2027/2028: Wage reopener- salary only, negotiated with BEA president.

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

1. "Plus" in the Bachelor's +15 portion of the salary schedule means course credits earned subsequent to the recorded date of the receipt of the Bachelor's degree in support of current or eligible work assignments. All credits earned must have a grade or credit designation.

2. "Plus" in the Master's +15 and Master's +30 portion of this salary schedule means graduate course credits earned subsequent to the recorded date of the receipt of the Master's degree in support of current or eligible work assignments. Course credits earned must be received from an accredited institution. All credits earned must have a grade or credit designation.

### SALARY SCHEDULE PROVISIONS

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 Public Schools shall be applied for new teachers in the system.

3. Half years of service (not consecutive) in Bendle Public Schools shall be cumulative to full years when a Leave of Absence has been approved.

4. The teacher's contractual salary shall correspond with his/her degree status and years of service on the salary schedule, however,

    a. A teacher who is laid off, is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff, and 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:

    b. 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.

    c. 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.

5. Staff members may choose from the District list of financial institutions for direct payroll deposit**.**

**FRINGE BENEFIT ALLOWANCE FOR THE YEAR:** Negotiated consistent with PA 152 of 2001.

The compliance method used by the District for purposes of the Publicly Funded Health Insurance Contribution Act (“*The District shall utilize the hard cap method for the duration of this agreement 2026-2028”*) shall be in the District’s sole discretion. Regardless of the compliance method used by the District, the District shall contribute unless otherwise required by operation of law:

a. $7,942.09 towards single person coverage,
b. $16,609.38 towards individual-and-spouse coverage or individual-plus- 1-nonspouse-dependent coverage, and
c. $21,660.30 towards family coverage.

For medical benefit plan coverage years beginning on or after January 1, 2027, the District shall contribute unless otherwise required by operation of law:

a. $8,180.35 towards single person coverage,
b. $17,107.66 towards individual-and-spouse coverage or individual-plus- 1-nonspouse-dependent coverage, and

c. $22,310.11 towards family coverage.

If no hard caps exist or the hard caps are amended during the term of this agreement, the District's contribution levels will increase consistent with the increase in insurance costs, up to Three Percent (3%).

Employee Responsibility: Any medical benefit plan costs (premiums, taxes, or fees) exceeding the District Hard Cap, as determined in Paragraph 2 above, shall be paid by the employee via pre-tax payroll deduction unless otherwise required by operation of law.

Stability of Agreement: The financial obligations of both parties regarding insurance for the duration of this agreement are fixed upon ratification and are not subject to mid-term adjustment based on legislative fluctuations.

1. PLAN A – For employees needing health insurance:

Employees will receive the MESSA Choices plan and the following:

| | |
|---|---|
| Deductible | ($500/$1,000) |
| Long Term Disability | 66 2/3%<br>$5,250 monthly maximum salary with no added cost to district<br>120 calendar days – modified fill<br>Freeze on offsets<br>Alcohol/Drug – 2 year limitation<br>Mental/Nervous – 2 year limitation |
| Delta Dental | (80/80/80/50 -- $1,000) |
| Negotiated Life | $40,000 AD&D |
| Vision | VSP 3 |

Any employee may select the same plan except with ABC 2 medical plan ($2,000/$4,000 deductible) instead of Choices medical plan.

2. PLAN B – For employees not needing health insurance:

| | |
|---|---|
| Long Term Disability | 66 2/3%<br>120 calendar days – modified fill<br>$5,250 monthly maximum salary with no added cost to district<br>Freeze on offsets<br>Alcohol/Drug – 2 year limitation<br>Mental/Nervous – 2 year limitation |
| Delta Dental | (80/80/80/50 -- $1,000) |
| Negotiated Life | $40,000 AD&D |

Vision VSP 3

Plan B, cash in lieu of health, shall be $253.75 per month. Staff can only receive cash in lieu of health insurance in the amount of $253.75 per month if the staff member: (1) voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Patient Protection and Affordable Care Act(ACA).

There will be no dual health coverage. The employee may select health insurance from the Board or from another source, whichever coverage they want. Exceptions shall be granted where employee choice of coverage is not available. (For example, a member, whose spouse is required to take his or her employer's or union negotiated insurance package and is not permitted to decline coverage, may also take Board provided insurance.)

A. Teachers assigned to work less than full-time but half-time or more, shall be entitled to one-half of the amount set forth above, provided that the teacher assumes the cost of the remaining one-half of the premium. Teachers currently in half-time positions shall be grandfathered.

B. If 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 (12) month fringe benefits year earned at the time of leave, resignation or termination.

   a. 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.

   b. These provisions are contingent upon approval of the respective insurance carriers.

C. Upon termination of employment in the District, bargaining unit members shall receive sixty dollars ($60.00) for each unused sick leave day up to a maximum of 200 (two-hundred) days provided 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 District, 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

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 Association 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, Superintendent, and the Association, 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.

**HEAD COACH**

| | |
|---|---|
| Football (4) | 13.0% |
| Golf | 7.0% |
| Cross Country | 7.0% |
| Basketball - Girls | 12.5% |
| Wrestling | 12.5% |
| Basketball - Boys | 12.5% |
| Volleyball Sr. High | 12.5% |
| Baseball | 12.5% |
| Softball | 12.5% |
| Track – Boys | 12.5% |
| Track – Girls | 12.5% |
| Cheerleading | 9.5% |

**HIGH SCHOOL ASSISTANTS**

| | |
|---|---|
| Football (4) | 6.5% |
| Basketball- Girls (2) | 6.5% |
| Wrestling (2) | 6.5% |
| Basketball - Boys (2) | 6.5% |
| Volleyball (1) | 6.5% |
| Baseball (1) | 6.5% |
| Softball (1) | 6.5% |
| Track - Boys (1) | 6.5% |
| Track - Girls (1) | 6.5% |
| Cross Country (1) | 5.0% |
| Cheerleading (2) | 5.0% |

**MIDDLE SCHOOL ASSISTANTS**

| | |
|---|---|
| Football (2) | 4.5% |
| Basketball - Girls (2) | 4.5% |
| Wrestling (1) | 4.5% |
| Basketball - Boys (2) | 4.5% |

| | |
|---|---|
| Volleyball (2) | 4.5% |
| Baseball (2) | 4.5% |
| Softball (2) | 4.5% |
| Track - Boys (2) | 4.5% |
| Track - Girls (2) | 4.5% |
| Cheerleading (1) | 4.5% |

Coaches will receive an additional One Hundred Dollars ($100.00) for each sport they have coached for at least ten (10) years five (5) years in the District.

## APPENDIX C
## EXTRA CURRICULAR PAY

| | |
|---|---|
| Senior Class Sponsor #1 | 1.9% |
| Senior Class Sponsor #2 | 1.9% |
| • *Should only one staff member be available to serve as Senior Class Sponsor, that person shall Receive 3.0%* | |
| Junior Class Sponsor #1 | 2.0% |
| Junior Class Sponsor #2 | 2.0% |
| • *Should only one staff member be available to serve as Junior Class Sponsor, that person shall Receive 3.0%* | |
| Sophomore Class | 1.9% |
| Freshman Class | 1.9% |
| Dramatics: | |
| (a) Two major productions | 4.4% |
| (b) One major productions | 2.2% |
| Vocal Music Director - Secondary | 4.4% |
| or if Assignment is shared: | |
| (a) High School | 2.2% |
| (b) Middle School | 2.2% |
| Yearbook (Reflector) High School | 3.0% |
| Yearbook – Middle School | 1.5% |
| Debate and Forensics | 1.5% |
| (a) If not combined as one assignment | |
| National Honor Society | |
| (a) High School | 3.0% |
| (b) Middle School | 1.5% |
| Newspaper Staff Sponsor: | |
| (a) High School | 2.5% |
| (b) Middle School | 2.5% |

| | |
|---|---|
| High School Student Council | 3.0% |
| Middle School Student Council | 3.0% |
| Elementary Student Council (One each at South & West) | 1.0% |
| Safety Patrols (One each at South & West) | 1.0% |
| Elementary Cheerleading (One each at South & West) | 0.27% |
| Band Director - Secondary | 13.0% |
| Or, if above assignment is shared, then the following pay schedule will be used: | |
| (a) High School Band Director | 8.50% |
| (b) Middle School Band Director | 4.50% |
| Elementary Vocal Music (two) | |
| Extra pay as follows per Instructor: | |
| (a) Two major programs (outside the regular school day) | 1.50% |
| (b) One major program (outside the regular school day) | 0.50% |
| Pep Band | 1.00% |
| Intramural Directors - Six (6) | 2.00% |
| SADD | 1.40% |

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 list shall receive compensation of 0.6% of the beginning BA step per hour.

| | |
|---|---|
| Service Learning | 1.0% |
| Blue and Gold Crew | 1.0% |

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 (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 two (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 two (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, 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 Principal 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.

**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 Freshman 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.

**DRAMA 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 three (3) one hour or longer session 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 (2) 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 the 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 - HIGH SCHOOL 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 fund raising 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 - MIDDLE SCHOOL SPONSOR**

1. Be responsible for selling the REFLECTOR or some type Middle School publication.

2. Work with the 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 fund raising by raising at least $300.00 at the Middle School 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 (3) research or practice sessions each week for four (4) 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 monthly basis with the school bookkeeper.

**NEWSPAPER (MIDDLE SCHOOL AND HIGH SCHOOL)**

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 Middle School 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 - HIGH SCHOOL 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 - MIDDLE SCHOOL SPONSOR**

The Middle School 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 (3) 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 - MIDDLE SCHOOL**

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 (3) concert performances after school hours.

6. Show interest in MSBOA activities.

7. Supervise all fund--raising 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 (2) 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 Driving Drunk)**

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 reimbursement as established by AAA of Michigan. 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 D
## EXPENSES AND REIMBURSABLE COSTS COVERED BY THE BENDLE BOARD OF EDUCATION FOR THE DURATION OF THIS AGREEMENT

1. Noon Hour Supervision.....$30.00
   The assignment of staff members to lunch supervision shall take place only when one of two assigned administrators is unable to be present for supervision him/herself.

2. Lunch Hour Detention Supervisor……. $30.00
   The High School and Middle School Buildings are eligible to hold Lunch Hour Detentions four days a week during the lunch period commencing the 3rd week of September. This does not include early release days, during which a lunch hour is not held. Compensation may not

be claimed unless a staff member spends an entire lunch period with student(s) assigned to an area designated for detention outside the common eating area. Staff members holding their own students for detention during the lunch hour will not be compensated under this clause unless it is the same staff member supervising the entire group of students.

All assigned detentions must be documented through the student discipline system used for the respective buildings. Documentation of assigned detentions shall serves as source documentation for compensation and financial records. A signature sheet shall be submitted at the end of each week. The signature sheet shall include the number of hours worked for each date, compensation is being requested. It is the responsibility of the staff member to submit all documentation in a timely manner to the building principal.

3. Transportation Reimbursement..... AAA rate

4. Special Departmental Clothing..... $ 30.00

5. Substitute Teaching by Regular Staff Members… .000712 of the beginning BA step per hour
6. Professional Convention and/or Conferences....$300.00 Maximum Reimbursement

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 | $ 15.00 |
| (conference of two days or longer) | |
| Lunch | $ 20.00 |
| Dinner | $ 25.00 |

(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 current IRS Rate (receipt required).

## APPENDIX E
## SCHOOL IMPROVEMENT REIMBURSEMENT

Participation in administratively approved activities held outside of the regular work day shall be paid at the per-hour substitution rate (Appendix D-5)

## 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 which may be altered, added to, deleted from, or modified only through the voluntary mutual consent of both parties in an amendment to the Agreement.

## DURATION OF AGREEMENT

A. **This Agreement shall be effective as of July 1, 2026 and shall remain in effect until the thirtieth day of June, 2028.**

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.

C. The following persons represented each respective party for the purpose of negotiating this Master Agreement, 2026-28.

| For the Association: | For the Board: |
|---|---|
| Madeline Belland, President | Trish Cherveny, Superintendent |
| Julie Chick, Team Member | Kasey Russell, Coordinator of Student Services |
| Andrea Pruett, Team Member | Brock Place, West Bendle Principal |
| Courtney Klagstad, Team Member | |
| Niles McNiel, Team Member | |