

MASTER AGREEMENT BETWEEN THE BENTLEY EDUCATION ASSOCIATION AND THE BENTLEY BOARD OF EDUCATION 2025-2027

Bentley Community School District
1170 North Belsay Road
Burton, MI 48509

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SECTION 1 — BASIC CONTRACT PROVISIONS

1.1 STATEMENT OF AGREEMENT

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

1.2 RECOGNITION

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

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

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

1.3 EXTENT OF AGREEMENT

A. Agreement Expiration

Not later than March 1 of the calendar year in which this Agreement expires, the Board and the Association agree to begin negotiations on a successor agreement in accordance with the procedure set forth herein.

B. Complete Commitment between the Parties

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties hereto, which may be altered, added to, deleted from, or modified only through the voluntary mutual consent of the parties in the Agreement hereto. Any amendment shall become a part of this Agreement and shall be reduced to writing following the procedure in C below.

C. Amendments

The official form shall be used for any agreements between the Board and the Association (see SECTION VI, 6.3):

1. All Agreements between the Association and the Board shall be reduced to writing. No Agreement shall be binding unless it is in writing and signed by representatives of both parties.

2. All Agreements shall be subject to ratification and signed by the superintendent and two (2) representatives, one each from the Board and the Association.

D. Law Supersedes Agreement

If a law which is pertinent to this Agreement is changed or if any provision of this Agreement is held to be contrary to the law, then such provision shall be deemed valid only to the extent permitted by law; but all other provisions of this Agreement will continue in full force and effect.

E. Timeline for Re-negotiating Affected Provisions

The parties will meet not later than fourteen (14) calendar days after such holding for the purpose of renegotiating the provision or provisions affected.

F. Negotiations Procedures

Representatives of the Board and the Association negotiating teams will meet, in addition to negotiating sessions, for the purpose of reviewing administration of the Contract and to attempt to resolve problems that may arise, whenever necessary. These meetings are not intended to bypass the grievance procedure. An agenda for each meeting will be prepared in advance of each meeting.

G. Individual Contract of Employment

Any individual contract of employment between the Board and an individual teacher shall be subject to, and consistent with, the terms and conditions of the Agreement.
Sole Personnel Policy

This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. (This Agreement shall become the sole personnel policy between the Board of Education and the Association.)

H. Individual Teacher Contracts:

An individual contract offered to a teacher covered by this Agreement, shall be signed by said teacher, and returned to the Board within fourteen (14) calendar days of its issuance to be valid.

1.4 DURATION OF AGREEMENT

A. Expiration Date

This Agreement shall be effective as of 12:01 a.m. on July 1, 2025, and shall continue in effect until 12:00 midnight, June 30, 2027. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

B. Board to Provide Copies of Agreement

This Agreement is available on the District website and shall be printed at the expense of the Board upon request. When an individual contract is offered, a copy of the current Agreement shall be given to each new teacher.

1.5 CONTINUITY OF OPERATIONS

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

1.6 GRIEVANCE PROCEDURE

A. General

1. A claim that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

2. The "grievant" is the person or persons making the claim. If, in the judgment of the Association, a grievance involves contract administration or affecting a group of teachers, the Association may initiate and process the grievance at any level up to and including the Superintendent's level.

B. Step 1 – Must Attempt to Resolve Grievances with Building Principal

In the event that the grievant believes there is a basis for a grievance; the grievant shall first discuss the alleged grievance with their Building Principal either personally or accompanied by their Association representative. Any written grievance must be initiated within twenty (20) school days of the alleged violation, misinterpretation, or misapplication, or within twenty (20) school days of the discovery thereof.

C. Step 2 – Initiation of Formal Grievance Procedure

If, as a result of the informal discussion with the Building Principal, an alleged grievance has not been resolved, the grievant may invoke this formal grievance procedure within ten (10) school days of the informal discussion, on the form provided, and shown in Section 6.2, copies of which shall be available in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one (1) building, it shall be filed with the Superintendent or a representative designated by their.

D. Step 3 – Principal to Meet with Grievant

Within five (5) school days of receipt of the grievance, the Principal shall meet with the grievant or the grievant and a representative of the Association in an effort to resolve the grievance. The Principal shall indicate their disposition of the grievance, in writing, within five (5) school days of such meeting to the grievant, with a copy to the Association.

E. Step 4 – Superintendent to Meet with Grievant

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, (or ten (10) school days from date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within ten (10) school days, the Superintendent or their designee shall meet with the grievant or the grievant and a representative of the Association and shall indicate their disposition of the grievance, in writing, within five (5) school days of such meeting to the grievant, with a copy to the Association.

F. Step 5 – Board to Meet with Grievant

If the grievant is not satisfied with the disposition by the Superintendent, or if no disposition has been made within the period above provided, the grievance shall be submitted to the Board of Education. Within twelve (12) school days from receipt of the written referral, the Board shall meet with the grievant or the grievant and a representative of the Association and render a decision within 10 school days of said meeting.

G. Step 6 – Initiate Arbitration

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

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

It shall be the function of the arbitrator, and they shall be empowered except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the specific articles and sections of this Agreement, or to determine that they do not have jurisdiction over the issue. A decision shall be rendered within thirty (30) calendar days.

1. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The Board and the Association shall share the fees and expenses of the arbitrator equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

H. Grievances Judged Accepted

Any grievance that is not referred to the next step in the grievance procedure within the time limits provided herein shall automatically be judged as accepted and shall not be the subject of another grievance.

I. Distinction between Grievance and Discipline or Termination

The grievance procedure shall not apply to the discipline or the termination of services of a teacher.

J. Grievance Time Limits

The time limits provided in this section shall be strictly observed, but may be extended by written agreement of both parties. In the event a grievance is filed after May 15 of any year, the time limits may be reduced by mutual agreement of both parties in order to effect a solution prior to the end of the school year or as soon thereafter as it is possible.

K. Grievances Processed via Grievance Procedure

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

L. Teacher Testimony at Arbitration

Paid leave shall be provided to any teacher called by the Board to testify at an arbitration hearing held during normal working hours. Leave shall be provided to an employee of the Board who is called by the Association to testify at an arbitration hearing that is held during the employee's normal working hours. The Association shall reimburse the cost of a substitute to the Board.

M. Adjustment to Grievance

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having said grievance adjusted without intervention of the Association, providing such adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.

N. Expediting the Grievance Process

In the event that a grievance is filed that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual written consent, send the grievance directly to binding arbitration.

O. Protection of Students

Insofar as possible, the handling of all grievances under this section shall be done in a manner and at a time which will not embarrass, detract, inconvenience or penalize any student or group of students.

P. Process Shall Be Minimally Disruptive

It shall be the practice of all parties interested in the processing of a grievance to attempt to proceed during times which do not interfere with assigned duties.

SECTION 2 — EMPLOYMENT RELATIONS

2.1 ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. General

1. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection.

2. The Board agrees that it will not interfere with, restrain, restrict, or coerce any teacher in the enjoyment of any rights conferred under Michigan Revised School Code or by other applicable laws and regulations.

B. Non Discrimination against Teachers

The Board agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association or collective professional negotiations with the Board, or because of their institution of any grievance under its Agreement.

C. Board Granted Rights

The Board agrees to grant the rights contained in 1-4 below exclusively to the Association or its representatives:

1. To use school buildings for Association meetings, provided that when special custodial service is required, a reasonable charge may be made. The meetings shall be scheduled in advance with the Superintendent.

2. To transact official Association businesses on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

3. To use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the school costs of all materials and supplies incident to such use and assume responsibility for damages to this equipment caused by negligence, careless use, or by movement from its original location and its return thereto.

4. To post notices of its activities and matters of Association concerns on teacher's bulletin boards in faculty lounges, at least one of which shall be provided in each faculty lounge. The Association may use the intra-school mail service and teacher mailboxes for communications to teachers.

D. Board Provided Information

The Board agrees to furnish to the Association in response to written requests presented to the Superintendent the following and for which the cost of reproducing any of this data will be borne by the Association:

1. All available information needed by the Association to process grievances and for negotiations as provided by law and;

2. Names and addresses of all teachers, salaries paid thereto, educational background, certification, employment date, leave information and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students, together with information which may be necessary for the Association to process any grievance or complaint.

E. Limited Sharing of Teacher Information

Individual teacher's names, addresses, and telephone numbers may be supplied to the Association, governmental and accrediting agencies but to no other group or individual without the consent of the teacher, unless otherwise required by law.

F. Board Notification of BEA Regarding Fiscal Changes

The Board shall inform the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major provisions of education policy, which are proposed or under consideration; and the Association shall be given opportunity to make a recommendation to the Board with respect to said matters prior to their adoption and/or general publication.

G. Board Provided Agenda and Minutes

Board agendas and minutes are available on the District website.

H. BEA Request to Add to Board Agenda

The Board shall place on the agenda of each regular Board Meeting any matters brought to its consideration by the Association so long as those matters are made known, in writing, to the Superintendent's Office six (6) days prior to said regular meeting. This shall not require that the board consider manners unrelated to bargaining unit members.

I. BEA Release Time

The Association shall be granted a minimum of (10) days of release time without loss of pay for officers, delegates, committee chairpersons, and/or members to take part

in business, which pertains to the Association. The Association shall notify the Board at least five (5) school days in advance of its intent to use any of the days provided above and the names of the teacher or teachers to be absent. If less than five (5) school days' notice is given, or if more than two (2) teachers are to be gone, the availability of substitutes must be confirmed. The Association shall pay for the cost of substitutes needed to provide the ten (10) days of release time provided above.

J. BEA Meetings

The Association may hold meetings five (5) minutes after students are dismissed, with teachers excused to attend these meetings, provided:

1. They are not held in conflict with teachers' classroom duties.

2. That previously announced administrative meetings take precedence.

3. Building Principals be notified of the meetings at least 24 hours in advance.

2.2 TEACHER RIGHTS AND RESPONSIBILITIES

A. Right of Citizenship

Teachers shall be entitled to full rights of citizenship and religious or political activities, except when it seriously interferes with the teacher's efforts to provide a quality education to all students in the Bentley School District.

B. Anti-Discrimination Clause

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes") in its programs and activities, including employment opportunities.

C. Agreement Rights in Addition to Legal Rights

Nothing contained in this Agreement shall be construed to deny or restrict to any teacher the rights they may have under the Michigan Revised School Code, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere in this Agreement.

D. Identification of Association Membership

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

E. Official Personnel File

The official personnel file shall be maintained at the Superintendent's Office. Materials kept in building files are official only if copies of materials therein contained are forwarded to the teacher and to the Superintendent for inclusion in the official files at the time they are placed in the Building file. Teachers shall have the right to a copy of any materials included in such file.

F. Right to Review Personnel File

Teachers shall have the right, upon request, to review the contents of their own personnel file. A representative of the Association may be requested to accompany the instructor to such review. Confidential credentials (and related personal references) normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file. A teacher will be given the opportunity to file a response to any adverse material placed in the personnel file and the response shall be made a part of the said file. If the teacher is asked to sign material placed in the file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with its content.

G. Academic Transcripts

Each teacher shall supply the Superintendent with transcripts of all completed academic work.

H. Obligation to Maintain Correct Contact Information

Each teacher shall provide the Business Office with any changes relative to: name, address, telephone number, and information on the person to be contacted in case of emergency.

I. Mentor/Mentee Expectations

All non-tenured professional staff are required to attend three (3) after school mentor-mentee workshops as part of their professional responsibilities. Mentors will be compensated at the rate identified in Addendum D for time spent outside the contractual day.

2.3 BOARD RIGHTS AND RESPONSIBILITITES

A. Board Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

B. Limitation of Powers

The exercise of powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. Delegation of Board Power

The Board may delegate any and all duties of the Board as defined in this Agreement.

D. Expectation to Negotiate

The Board and the Association shall meet in order to negotiate calendar and/or other parts of the Master Agreement in order to meet State requirements or to improve the working conditions therein listed.

2.4 HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

A. Transfers

Requests by a teacher for a transfer to a different class, building, or position for the following year shall be made in writing to the Superintendent, with a copy sent to the Association by April 15. The application shall set forth the reasons for the transfer request, the school, grade, or position sought, and the applicant's academic and professional qualifications. Transfers change from Superintendent to "their Building Principal" by April 15.

B. Vacancies

1. Long-term Vacancies - those vacancies that occur after the start of the school year, and it is known that they will last until the end of the school year.

2. Short-term Vacancies – Those vacancies that occur during the school year whose duration will be less than the school year.

3. All teachers who are on the lay-off list who desire to be considered for positions listed in 1 and 2 above must notify the Board each year of their desire to participate. Teachers on lay-off shall keep the Superintendent's Office informed of current address and telephone number.

C. Board to Notify BEA of Teacher Vacancy

When a teaching vacancy occurs or a position is created within the bargaining unit prior to the close of the school year, the Superintendent shall promptly notify the Association President.

D. Vacancies during Summer

Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure shall be followed:

1. Job vacancies are posted to the District website and are sent to all staff via District email.

2. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within (3) three calendar days of receiving such notification.

3. The vacancy shall be filled at the discretion of the Board.

2.5 TEACHER CERTIFICATION, QUALIFICATIONS AND ASSIGNMENTS

A. Michigan Teaching Certificate

All teachers employed by the Board for any regular classroom teaching assignment shall hold a valid Michigan Teaching Certificate unless recognized by the State of Michigan to serve as a teacher due to a lack of certified and qualified staff.

B. Extra Duty Assignments

Any assignment in addition to the normal teaching schedule during the regular school year, including extra duties enumerated in Addendum B or D and summer school courses, shall not be obligatory. The Association will make every effort to assist the Board in filling these positions.

2.6 SENIORITY

A. Definition

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

1. Seniority credit shall accumulate for any semester if one-half (1/2) or more of a semester is taught in a school year.

2. Teachers whose normal assignment is less than full time shall accrue full seniority for the year.

3. Teachers on paid leave of absence, such as, but not limited to, illness and/or disability, shall accumulate seniority credit during the period of such leave.

4. Teachers on a voluntary leave of absence shall not accumulate seniority credit during the period of voluntary leave.

5. Teachers on leave of absence that permits the teacher to accrue seniority can accrue a maximum of one (1) year of seniority credit.

6. All seniority is lost when employment is severed by resignation, retirement, and discharge for cause; however, seniority is retained if severance of employment is due to lay-off. In the cases of lay-off, teachers so affected shall retain all seniority accumulated as of the effective date of the lay-off. This provision is effective with the June 30, 1985 Seniority List, and is subject to provisions of 2.6, A.6, above.

7. Accumulated seniority for those teachers on lay-off shall be the number of years shown on the seniority list dated June 30 of each year and attached as Addendum E.

8. Teachers who continue to be employed by the district but step away from teaching will have their seniority frozen until and unless they return to a teaching position.

B. Seniority List

A seniority list shall be prepared by the Board and verified by the Association.

1. It is the individual employee's responsibility to notify the Superintendent's Office of any changes or anticipated changes in certification and/or endorsements. Such notice must be given prior to May 1 if to be used in making assignments from current seniority list, and appropriate documentation provided as soon as possible.

2. When two (2) or more employees have the same years of seniority, they will be ranked in order of their date of hire by the Board.

3. When two (2) or more employees have the same years of seniority and Board hire date, the individuals affected will participate in a drawing, when hired, to determine placement on the seniority list. The Association and teachers so affected will be notified, in writing, of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance. The Association shall draw for any affected teacher not present.

C. Seniority List Contents

The seniority list will include 1.) years of seniority, 2.) Board hire date, 3.) type of certification, 4.) areas of certification, and 5.) current assignments. The seniority list shall be published and posted conspicuously in all buildings of the District by November 1 of each school year. Individuals and the Association shall have five (5) school days to respond with challenges to the seniority list.

Revisions and changes in certification shall be reported to the office of the Superintendent by April 15. A copy of the revisions shall be forwarded to the Association by May 1st.

2.7 PROFESSIONAL LEARNING

A. Support of Professional Learning

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, and leaves for work on advanced degrees or special studies. In addition, time and training shall be given for teachers to acquire the methodology and understandings requisite for programmatic changes instituted by the School District.

B. Teacher Observation of Other Programs

Release time equaling one (1) day for each teacher may be provided for the purpose of teacher visitation to observe other educational programs with approval of the building administrator.

C. Reimbursement for Professional Learning

As established in Board policy, the Board shall reimburse the teacher's actual amounts of registration, transportation, meals in conjunction with the conference, and lodging for all professional visitations and conferences approved in advance. Approved leaves shall not be deducted from leave pay.

SECTION 3 — TEACHING CONDITIONS

3.1 STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Enforcement of Rules and Policies

The Board, the Administration, and the Association mutually agree to enforce the Bentley Student Code of Conduct, the Teacher Handbook, Board Policies, and Administrative Guidelines.

B. Supporting Teachers with Classroom Management

The Board recognizes its responsibilities to give support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms and where students of the Bentley Schools may be supervised by a teacher of the Bentley Schools.

C. Snap Suspension

A teacher may exclude, on a temporary basis, a pupil from one (1) class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the Principal immediately and will furnish as promptly as their teaching obligations will allow, details of the incident in writing.

D. Establishing Class Expectations

Individual teachers, in cooperation with the Building Principal, shall establish rules and regulations for student behavior in their classroom. The teacher shall periodically review the rules and regulations with their students and shall post a copy of them in the classroom.

E. Managing Student Behavior

It shall be the responsibility of both the teacher and the building administrator to assist in maintaining effective control of students within their building and on all school property.

F. Unattended Classroom

Teachers shall not leave students unattended except in an emergency.

3.2 PROTECTION OF TEACHERS

A. Physical Harm of Teacher

Any case of physical harm resulting in medical care that concerns a teacher in connection with the performance of their duties shall be promptly reported to the building principal and superintendent.

B. Teacher Absence Secondary to Assault

Time lost by a teacher while employed by the Board in connection with an incident mentioned in Section 3.2 shall not be charged against the teacher unless proven guilty by a court of knowingly and willfully acting in an illegal manner.

3.3 INSTRUCTIONAL MATERIALS

A. Board Provided Instructional Materials

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The administration will confer with the teachers from time to time for the purpose of improving the selection and use of such educational tools.

B. Controversial Topics

A teacher shall insure that all sides of a controversial issue are presented equally and that the topic and material used will be appropriate to the maturity level and intellectual ability of the student.

3.4 FACILITIES

A. The Board shall provide:

1. A furnished and vented teachers' lounge in all buildings and separate restroom facilities specifically identified for staff use.

2. Locked storage space for instructional materials in each classroom.

3. Typing and duplicating facilities and a copying machine for teachers' use to aid in the preparation of instructional materials.

4. Telephone facilities available to all teachers for private conferences with parents and teachers' reasonable use.

B. Classroom Temperature

When the temperature of a classroom or building is below 60 degrees at the beginning of the school day and there is reason to believe this temperature will not raise above 65 degrees within the hour, another room will be made available which is properly heated.

3.5 TEACHERS' DAY AND HOURS

A. General Conditions

1. Teaching Hours – A full-time teacher's normal teaching hours shall be 7.5 hours per day including a lunch period. All full-time teachers shall have a duty-free, uninterrupted lunch period of at least thirty (30) consecutive minutes.

2. If teachers wish to leave the building for lunch, they shall first notify the office. In the event of any emergency, the teacher may be required to stay.

3. The beginning and ending times for each building shall be established by the Board.

4. Arrival and Departure – Teachers shall arrive at least 10 minutes before the start of the school day. Teachers will not depart until students have been dismissed and busses have left, unless they have received prior approval from the building administrator.

5. Daily Rate – A teacher's daily rate is determined by dividing the salary by the number of days worked divided by 7.5 (hours in a workday).

6. Planning Time – Planning periods provided for elementary and secondary teachers are for the express purpose of performing professional duties relating to the teacher's assignment, such as instructional preparation, parent and/or student conferences, attending Individual Education Plan (IEP) meetings, etc.

7. Teachers shall be available, by appointment, before and/or after student hours for parent conferences and student assistance.

8. Teachers shall not be required to report to school or to remain at school when weather and/or building conditions cause cancellation of school for students.

9. The Administration shall be permitted to adjust the reporting and leaving times of Special Services Personnel.

10. In case of an emergency, as determined by the Administration, a teacher may be excused early.

11. The Association will have the use of two (2) days for meetings, one in the fall and one in the spring.

12. Any shared teacher between the Elementary and the Secondary buildings will receive no less than fifteen (15) minutes of travel time to travel between the two schools both to and from assignments. This time will not be included in planning or lunchtime.

B. Secondary Level

1. Teachers with three (3) or more classes per day shall be given five (5), fifty (50) minute planning periods per five (5) day week.

2. Any teacher whose teaching assignment is less than (3) classes per day shall receive five (5), twenty-five (25) minute planning periods per five (5) day week.

C. Elementary Level

1. All elementary teachers shall have five (5), forty-five (45) continuous minute planning periods per five (5) day week.

3.6 TEACHING LOAD

A. Class Overloads

Class overloads will be calculated based on the number of students over the maximum students allowed per grade level.

1. The applicable class sizes and overage sizes are listed below:

Kindergarten: 25

1st Grade: 27

Grades 2-5: 30

Grades 6-12: 32

Barhitte Elementary Students (excluding Begindergarten) in each grade level will be divided equally among the teachers in that grade level.

Note that overages are for classes that are strictly core subject areas (ELA, English, Math, Social Studies, Science, and Foreign Language) and GenNET ITV courses for which the District receives income.

2. For secondary teachers, compensation for overages will be in the amount of $2.00 per student, per section. For elementary teachers, compensation for

overages will be in the amount of $2.00 per student based on 6 student instructional hours. The compensation will be calculated on a daily basis in order to account for entry and exit of students. The teacher will be responsible for submitting a Synergy Report and overage form. The compensation for overages will begin with the day after the official count date through the final day of the semester. Payment will be made in one lump sum on the first pay following the completion of each semester.

B. Elementary Split Grades

Elementary teachers may be assigned split grades only when no other alternative is available. In such cases students shall be selectively chosen and the maximum class size shall be 25.

C. Lack of Substitute Teachers

No additional students may be assigned to teachers when substitute teachers are not available, without the teacher's consent.

D. Classroom or Special Services Teachers as Substitutes

If a substitute is not available, any classroom teacher or Special Services teacher may substitute during their planning period, but under no circumstances shall this teacher be required to substitute during this planning period.

E. Compensation

Compensation for hourly substituting shall be at the rate established in Addendum D.

3.7 SPECIAL STUDENT NEEDS

A. Local, State, & Federal Guidelines

The Board shall maintain up-to-date copies of the Genesee Intermediate School District Special Education Guidelines and State and Federal laws and regulations concerning Special Education in the Special Education Director's Office.

B. Annual Professional Learning

Every bargaining unit member shall be provided, at least annually, in-service training regarding:

1. The multidisciplinary evaluation team (MET), IEPC and 504 processes, and the role and responsibilities of the member and other participants in each;

2. The continuum of special education programs and services, including aids and supports, for both students and staff, whether currently available within the District or not, and required IDEA and 504 practices which might address the individual needs of a student with disabilities;

3. The Least Restrictive Environment (LRE) mandate under IDEA and 504, including its meaning and how it is to be implemented; and

4. The method to be used for referring students for testing for possible Special Education placement.

C. Referral for Testing Results

The teacher shall be notified of the results of the referral for testing.

D. Participation in Case Conferences

Any teacher involved with a special needs student shall be permitted to participate in any case conference relative to the educational placement, review, or adjustment of the student's program. Teachers shall be released for case conferences held during the school days.

E. Providing Student Health Services

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

SECTION 4 — LEAVE PAY

4.1 GENERAL LEAVE DAYS

A. Overview

1. Personal Business - At the beginning of each school year, each teacher shall be credited with ten (10) leave days to be used to ensure no compensatory loss for the necessary absence of the teacher. These days are prorated based on the time the teacher works in that school year.

   a. Personal business leave may not be taken on the day before or after a holiday attached to a weekend or periods of recess.

   b. An exception may be permitted with special permission by the building Principal and the Superintendent or designee. Requests should be made in writing at least four weeks prior to the event.

2. BEA President - The B.E.A. President will be awarded one (1) additional leave day each semester as compensation for time spent in processing employee concerns that cannot be handled during the regular business day. These days will be provided during the year as compensation days with the cost of the substitute teacher being incurred by the district or added to the teacher's sick bank if not used by year's end.

3. Sick Time - Each teacher shall establish their own Individual Sick Leave Bank, of thirty (30) days, which shall be in addition to the leave days provided by the Board each year. The Individual Sick Leave Bank is designed to assist the teacher to meet the forty-five (45) calendar day waiting period to qualify for Long-Term Disability. The Individual Sick Leave Bank shall be established as follows:

    a. Individual sick bank - Unused Board-provided leave days from the previous year will be credited to the next year's Individual Sick Leave Bank.

    b. Unused/frozen sick leave - At the end of a school year, unused current year's leave days in excess of thirty (30) days may either be compensated at the daily substitute rate or deposited in the Individual Sick Leave Bank. Payments will be made prior to June 30 of each year. The accumulated Individual Sick Leave days may be used only for personal illness or disability of the teacher.

B. Illness and Disability/Immediate Family

1. Personal illness or disability: the teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.

2. Illness of an immediate family member: serious illness or medical care of spouse, child, or other dependent, which requires the presence of the teacher in order to provide the necessary care, or the critical illness of the spouse, child, parents, father-in-law, mother-in-law, brother-in-law or sister-in-law. Documentation of family member's illness will be required upon return.

C. Bereavement Leave

In addition to the ten (10) leave days, a teacher shall be granted three (3) working days in case of death of each member of the immediate family, which shall include spouse/significant other, children, parents, grand-parents, grandchildren, and siblings (to include step and in-law relations). A teacher may be granted a maximum of two (2) additional days chargeable against leave days, with the approval of the Building Administrator.

D. Notification of Absence and Return Procedures

1. In case of intended absence, teacher shall be required to request a substitute through the contracted substitute teacher company by 6:30 a.m. on the day of the intended absence.

2. If the teacher is unable to contact the contracted substitute teacher company, they shall contact and notify any member of the school supervisory staff.

3. Teachers returning to work after an illness of more than six (6) school days may be required to submit a doctor's statement certifying that the teacher is capable of returning to work.

4. Teachers using more than 4 consecutive days of leave time for anything other than personal/family illness must request pre-approval from the building administrator.

E. Required Medical Examination

If the Board has reason to believe that a teacher is unable to satisfactorily perform their professional duties, the Board may require the teacher to submit to a medical examination by a physician of the Board's choice at the Board's expense. A teacher may submit a report of examination by their own physician, which shall be considered in conjunction with the Board's report in any decision regarding the teacher.

F. Abuse of Leave

In the event that evidence indicates that a teacher is abusing the use of leave days, the use of said days may be disallowed at the discretion of the Superintendent. However, the teacher shall be presented the evidence, in writing, and shall be entitled to a hearing before the Board and Superintendent.

G. Absence When School is Cancelled

A teacher who is absent for any reason on a day that a scheduled session of school is cancelled shall not be charged with a loss of leave days, provided they worked the day prior to or work the day following the cancelled day(s).

H. Absence Due to Court Appearance

Any teacher who is subpoenaed to testify during school hours in any judicial or administrative procedure on school-related matters, or who shall be asked to testify in any arbitration or fact-finding, shall be paid in full for such time, subject to the restrictions in Section 1.7.

I. Long Term Disability Leave

A teacher who is unable to teach because of personal illness or disability (for an extended period of time and who has not been placed on long-term disability) shall be placed on leave of absence without pay for a period of up to one (1) year. The leave may be renewed by the Board, at the request of the teacher, for an additional one (1) year. The Board agrees to continue to provide the health insurance benefits, provided in this Agreement, to the end of the teacher's contract year, or to the limits specified by the rules and regulations of the insurance carrier.

J. Survivor's Benefits

Any teacher who dies while in the employ of the District will leave an estate entitlement in the amount of their earned and unpaid salary plus payment of 25 percent of their accrued leave days at their existing daily rate.

4.2 SABBATICAL LEAVE

A. Length of Leave

Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for teacher improvement of up to one (1) year. It is agreed that teacher improvement includes, but is not limited to: attending college, university, or other educational institution, and travel which will improve the teacher's ability to teach.

B. Compensation

During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and shall be paid one-half (1/2) of their salary and full insurance benefits; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

C. Retirement Credit

Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

D. Return to Position

Upon returning from sabbatical leave, the teacher shall be restored to the same teaching position; or if it does not exist, to a position of like nature and be placed on the salary schedule as the teacher would have been if they had taught in the District during the sabbatical period.

E. Obligation to Teach

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

4.3 MISCELLANEOUS LEAVES

A. Jury Duty

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

B. Military Leave

1. Any teacher who is inducted into any branch of the armed forces shall be granted a military leave without pay in the manner required by law.

2. Any teacher who receives an honorable discharge from the armed forces, and applies for re-employment with ninety (90) days of receipt of said discharge, may be re-employed at the beginning of the semester following application, or as soon as a position for which the teacher is certified and qualified is available, unless otherwise required by law.

3. Any teacher so re-employed shall be reinstated without loss of status.

C. Child Care

A leave of absence may be granted to a teacher for the purpose of childcare. Said leave shall begin at the request of the teacher. The teacher shall apply to the Board for the leave at least thirty (30) calendar days prior to the date the leave is to begin (See Section 4.4 B.l).

1. The initial leave shall be for six (6) weeks or the remainder of the semester in which it is taken, whichever is the greater. A leave shall be extended for the remainder of the school year at the request of the teacher.

2. This leave may be extended beyond the school year in which it is taken, for a period not to exceed one (1) year upon the request of the teacher.

3. If both parents involved are teachers employed by the Bentley School District, such leave will be granted to only one (1) of them, unless otherwise required by law.

4. This provision is not intended to impair any rights the teacher may have under the Family Medical Leave Act.

D. Voluntary Personal Leave during Layoff

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

1. Application must be made to the Superintendent by May 15 for the following school year. The leave will be granted only from the end of the teacher's contract year to the end of the next teacher contract year.

2. The Board must be able to fill the position of the teacher requesting the leave with a teacher currently on staff, thereby preventing a teacher with less seniority being laid off.

3. Once the leave is granted, the agreement regarding the leave is binding to both parties.

4. Additional voluntary personal leaves may be granted to the teacher who requests such and meets the criteria for the leave.

5. A teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums at the Board office. This section is contingent upon approval by the respective insurance carrier.

E. Unpaid Leave Exceptions

Teachers may be granted unpaid leave by the Board for reasons not covered in this Agreement.

4.4 GENERAL PROVISIONS

A. Conditions for Grant

Leaves of absence without pay shall be granted subject to the following conditions:

1. The teacher shall request a leave or extension, in writing, at least thirty (30) school days prior to the date on which the leave is expected to commence.

2. All leaves and extensions are subject to Board approval.

3. A teacher shall be notified whether or not the leave or extension is granted within thirty (30) school days of receipt of application.

4. Leaves shall be granted to those teachers who meet the conditions of the leave as set forth in this Agreement, except in cases of extensions, sabbatical, and those not specified in the Agreement, which shall be at the discretion of the Board.

5. The requirements of 1 and 3 above may be waived at the discretion of the Board.

6. All leaves of absence for an FMLA qualifying purpose should count toward the employee's FMLA entitlement.

B. Return Procedures

1. Teachers on approved leaves of absence shall retain all credit toward leave, seniority, and salary increments accrued prior to the beginning of the leave. No such credit shall accrue during any such leave unless specifically stated in this Agreement.

2. A teacher returning from a leave of absence of one (1) year or less shall return to the position they left or, if it does not exist, to a position of like nature. If the teacher has not been placed in a position within two (2) years of the date of written notice of intent to return, leave shall be terminated, and the teacher shall be assigned based on the same criteria as is applied to all members of the bargaining unit.

3. All teachers returning from leave shall be offered positions for which they are certified and qualified before any new teacher is assigned.

4. Teachers on leave shall notify the Board, in writing, not less than forty-five (45) calendar days prior to the expiration of leave whether they desire to return to employment, extend the leave, or terminate employment. Teachers not conforming to this requirement may have their employment terminated. The Board shall notify the Association President of non-conformance to the above requirement by any teacher. Action to terminate employment shall not be taken for a period of five (5) days after notice to the Association President.

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

SECTION 5 — COMPENSATION AND BENEFITS

5.1 INSURANCE PROVISIONS

The Board agrees to provide the following fringe benefits from which members may choose for a full twelve-month period (internal and external coordination of benefits shall be included.) Insurance may be renegotiated prior to the expiration of this contract if the increased cost is greater than 10%.

A. Option A – with health shall include

Healthcare: The District will contribute up to the annually adjusted hard cap for health benefit premiums. The State imposed annual hardcap for 2025 is as follows: Single $ 7,718.85; Double $ 16,141.28; and Full Family $ 21,049.85. Employees may choose either:

a. BCN BEP - H.S.A. $1,650/$3,300 Deductible - w/ 0% co-insurance

b. BCBS PPO - H.S.A. $2,000/$4,000 Deductible - w/ 0% co-insurance

c. BCN HMO - H.S.A. $1,650/$3,300 Deductible - w/ 0% co-insurance

*The district will fund the employee's HSA on the first pay of each month the difference between the Insurance Premium and the Hard Cap.

2. Long-term Disability will be paid at 66 2/3 percent (66.66%) of the monthly salary, up to a maximum of $5,000.00 with a forty-five (45) calendar-day wait-period; 2-year drug and alcohol abuse limitation; 2-year mental illness limitation.

3. Delta Dental - $1,000 annual maximum per person coverage with 80% coverage each for diagnostic & preventive services, basic services, and major services. $1,300 lifetime maximum per person for orthodontics with 50% coverage.

4. Term Life Insurance in the amount of $50,000.00 with AD & D.

5. VSP-3 Vision Care Insurance

6. Preventive Care Rider

B. Option B – without Health shall include:

1. Delta Dental (same as Option A)

2. VSP-3 Vision Insurance (same as Option A)

3. Term Life Insurance in the amount of $50,000.00 with AD & D (same as Option A)

4. Long-Term Disability (same as Option A)

Teachers electing Option B shall receive $200 for 2025-2027 cash in lieu of health insurance per month. The teacher may apply, under the Board's qualified Section 125 Plan, to any of the authorized annuity carriers to which the Board is currently remitting annuity payments.

C. Term Life Insurance

Teachers who have Board-provided term life insurance have a 31-day conversion right upon termination of employment. Any teacher electing their right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 31 days of their last day of employment.

D. Continuation of Insurance While on Leave

Teachers who meet FMLA criteria and who have exhausted paid leave days will continue to receive the above-mentioned fringe benefits, uninterrupted, through the duration of the FMLA leave. The teacher may petition the Board to extend the benefits through the end of the contract year. Thereafter, the individual may maintain fringe benefits at no cost to the Board to the extent allowable by the carrier.

E. Part-Time Employment

Benefits for all employees will be prorated in accordance with the FTE they are assigned.

F. Insurance upon Return

Teachers newly hired and/or those who return from layoff or leave of absence shall be eligible for Board paid insurance coverage upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced.

G. Change in Family Status

Changes in family status shall be reported by the teacher to the Superintendent's Office within thirty (30) days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board on their behalf for failure to comply with this paragraph.

H. Board-provided Insurance Protections

To be eligible for the Board-provided insurance protection, teachers must be able to perform the "at work requirements" with the Board before benefits are effective.

I. Alternate Insurance Programs

The Association reserves the right to make known to the District any alternate comparable Insurance Plans which are offered by the current provider should the current provider introduce a product that is comparable but at no additional cost to the District. The Association reserves the right to have the product offered to the membership in addition to the current plan, if the Board agrees.

5.2 COMPENSATION

A. Salary

The salaries of teachers covered by this Agreement are set forth in Addendum A.

1. College Transcripts at Time of Hire

At the time of hire, prospective employees will be required to present all college transcripts summarizing their level of degree, course attainment and post degree attainment. Courses not presented at the time of hire may not be used for future salary advancement.

Qualifications for advancement of education-related salary columns:

a. It is understood that to qualify for entry into the B.A. + 18 column of Addendum A of the current Agreement, the eighteen (18) hours must be semester hours of graduate credit and must have been completed after the receipt of the B.A. that was used to support the individual's application for teaching certification in the State of Michigan.

b. It is further understood that to qualify for entry into the M.A. + 15 and the M.A. + 30 columns of Schedule A, the fifteen (15) and the thirty (30) hours must be semester hours of graduate credit; the said hours are verified by the M.A. degree-granting university as not part of the partial fulfillment of the M.A. degree; the said hours need not be completed after the receipt of the M.A. degree; the teacher shall not be permitted to enter the M.A. + 15 or M.A. + 30 columns unless they have obtained an M.A. degree.

2. Longevity

All teachers having been employed for twelve (12) or more years by the Board shall receive a Longevity Payment according to Addendum C, in addition to the salary shown in Addendum A. This payment shall be made in a lump sum in the final pay period prior to June 30, starting with the completion of the 12th year of employment with Bentley Community Schools.

3. Professional Standards Committee

The Agreement establishes a "Professional Standards Committee" consisting of each Building Principal as well as one teacher from each building. It will be the responsibility of this committee to receive and approve semester credit for individual application on Addendum A beyond that required by law. In order to receive support, applicants must prove, to the satisfaction of the committee, that all credits earned have a direct bearing on their current assignment and/or will directly enhance/expand the programs and services of the District.

4. Changes in Salary Due to Additional Earned Credit

   All changes in salary resulting from completed academic work upon submission of transcripts, by November 1 for first semester and by March 1 for second semester.

5. Submission of Transcripts

   It shall be the responsibility of the teacher to submit to the transcripts required to establish proof of completed academic work or degree earned.

6. Experience Credit

   a. Any currently employed teacher who was hired under the previously instituted salary schedule cap of four years and had greater than four years of experience upon being hired will receive a one-time, additional step on Addendum A of the pay scale effective with the 2023-2024 school year. This adjustment does not affect staff who are at the top of the salary scale and/or who were granted the appropriate amount of experience credit at time of hire. Newly hired teachers with teaching experience as described in (b) and (c) below may be granted up to six years of experience credit in 2023-24; up to seven years of credit in 2024-25; up to eight years of credit in 2025-26; up to nine years of credit in 2026-27; up to 10 years of credit in 2027-28; and up to 11 years of credit in 2028-29.

   b. Credit may be given for K-12 teaching experience in public, private, charter, and parochial schools and alternative education programs.

   c. Credit may be granted for single placement, long-term substitute teachers who hold a teaching certificate.

   d. Credit shall not be granted for homeschooling, tutoring, and profit-based private instructional entities.

7. Armed Forces Credit

   Newly hired teachers shall receive credit for experience on the salary schedule up to a maximum of two (2) years for active service in the Armed Forces, if the

service in the Armed Forces came after the teacher was a fully certified teacher. Credit for experience on the salary schedule shall be calculated as follows:

a. 0-5 months of service – no credit

b. 6-17 months of service – one (1) year credit

c. 18+ months of service – two (2) years credit

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

8. Compensation Based on Evaluation Rating

Compensation on the salary schedule is based on job accomplishments and job performance as measured by the year-end evaluation rating, in which student growth and assessment data is a significant factor. Employees otherwise eligible for salary, step or lane advancement shall not advance if they received a Minimally Effective or Ineffective rating for two consecutive prior years.

9. Recruitment Bonus

Any currently employed teacher who is used as a reference for a newly hired teacher shall be awarded additional compensation in the amount of $500 contingent upon the referenced teacher's successful completion of their first year with the district with an evaluation of effective and payable upon completion of the school year in which the new staff was hired.

10. Retention Bonus

An additional compensation stipend of $1,500 shall be awarded annually for new teachers completing any of their first three years of employment with the Bentley Community School District. These stipends are contingent upon their most recent evaluation being rated as "Effective", and the completion of the current school year. [See Addendum A]

B. Unused Sick Day Bank

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

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

C. Retirement: Unused Sick/Leave Days

Upon retirement, each teacher shall receive pay for unused current year leave days at the daily substitute rate for all current year's unused leave days.

D. Unused Current Sick/Leave Days

Payment for unused current year's leave days will be at the basic substitute teacher rate for 5 days or less. For six (6) days or more, payment shall be at the supplemental substitute teacher rate established by the Board. These rates shall also apply to Section 4.1 C.

E. Perfect Attendance

Any faculty member who maintains perfect attendance during the school year shall be awarded additional compensation in the amount of $500, payable at the end of the fiscal year. If a faculty member uses one day of leave or less, they will be awarded $250, payable at the end of the fiscal year.

F. Coaching and Sponsor Supplement

1. The salaries of coaches and sponsors covered by this Agreement are set forth in Addendum B.

2. Teachers may apply for appointment to any and all Addendum B positions within five days by email. Any teacher appointed to be a coach or advisor shall serve for one year only. There shall be no expectation, either implied or inferred, that any teacher serving as a coach or advisor under Addendum B shall continue in that position by virtue of having worked in that capacity previously.

3. No aspect of performance for any Addendum B position, including evaluations made and/or disciplinary action taken by the Board shall be subject to the grievance procedure outlined in Article 1.7, nor placed in any bargaining unit member's personnel file, nor used in any aspect of their professional job performance. For purposes of this Agreement, members of the bargaining unit serving as coaches or advisors are to be considered "at will" employees for that portion of their work.

4. Should a person serving as a coach or advisor be terminated for cause from their coaching or advisory position prior to the end of contractual obligation, or should a coach or advisor resign voluntarily, the payment for their salary under Addendum B shall be prorated based upon the percentage of the season or school year they completed while serving in this capacity.

5. Non-bargaining unit members may apply for, and be appointed to serve, in any coaching or advisor capacity covered by Addendum B. Bargaining unit members shall not be given preference in the appointment of coaches and/or advisors except for the following positions: HS Student Council, MS Student Council, National Honor Society, Junior National Honor Society, Media Coordinator, NCA Committee Members. All appointments shall be approved by the Superintendent upon the consultation and advice of the administrative personnel. If both a staff and non-staff person apply for the same posted position, and a non-staff person is given the position, the Superintendent shall provide the staff person with reasons why they did not receive the appointment. The decision to appoint an individual to an Addendum B position shall not be grievable.

G. Miscellaneous Activities

The compensation for miscellaneous activities covered by the Agreement are set forth in Addendum D.

H. Payroll Deductions

Payroll deduction shall be available for all health insurance programs, annuities, credit unions, and charitable donations. Other deductions may be made with Board approval.

SECTION 6 — OTHER

6.1 MISCELLANEOUS PROVISIONS

A. Student Teacher Assignment

Assignment of student teachers shall be made only with teacher consent. Any remuneration received from the college shall be paid to the supervisory teacher.

B. School Improvement/Accreditation

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

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

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

C. Faculty Council

The Board and Association agree to the designation to three (3) teachers from each school to serve as liaison representatives between the faculty and Administration on activities that may include, but are not limited to the following:

1. Serving as members of an interview or screening committee.

2. Serving as faculty representatives on school accreditation teams.

3. Polling or surveying of faculty to determine prevailing opinion on a given issue not related to bargaining or interpretation of the Master Agreement.

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

5. Compensation shall be covered by the Agreements set forth in Addendum B. All tenured teachers shall be eligible for annual election by the building faculty. Faculty elected to these positions shall, in so far as is reasonable, represent all grades and/or disciplines taught in their respective buildings.

D. Planning Professional Development Days

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

E. Faculty Meetings

Faculty meetings may be held for a total of sixty (60) minutes per month not to exceed eight (8) hours in a year. The meetings shall be set by the staff and principal in each building during the first work day of each school year, and a copy of the meeting dates shall be distributed to staff by the first student day. Agendas for the staff meetings will be provided to staff on the Friday before the meeting is to be held. Any staff involved in Bentley Schools related activities that require their attendance, due to scheduled games, performances, or student IEP's, will be excused from the meeting and will be provided with all the information pertinent to their teaching. In the event the staff member is not in attendance on the day of the meeting, the faculty member will be excused and the information from the meeting will be provided to them.

6.2 GRIEVANCE FORM

Grievance # _____

GRIEVANCE REPORT
(Submit to Principal in Duplicate)

Name of Grievant: _____

Building: _____ **File Date:** _____

Assignment: _____

STEP I

Date Cause of Grievance Occurred:

Statement of Grievance:

Contract Citation:

Relief Sought:

_____ _____
Grievant's Signature Date

Disposition by Principal:

_____ _____
Principal's Signature Date

Position of Grievant and/or Association:

_____ _____
Signature Date

STEP II

Date received by Superintendent or Designee: _____
Disposition of Superintendent or Designee:

_____ _____
Signature Date

Position of Grievant and/or Association:

_____ _____
Signature Date

STEP III

Date received by Board of Education or Designee: _____
Disposition of Board:

_____ _____
Signature Date

Position of Grievant and/or Association:

_____ _____
Signature Date

STEP IV
Date Submitted to Arbitrator: _____
Disposition and Award of Arbitrator:

6.3 AMENDMENT FORM

Between Bentley Education Association and Bentley Board of Education

[Type up on letterhead the agreement between both parties. Sign, date, and file with the Human Resources Coordinator.]

_____	_____
Signature for Association / Date	Signature for Board / Date
_____	_____
Signature for Association / Date	Signature for Board / Date
	_____
	Signature of Superintendent / Date

6.4 CALENDAR

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

A. Make-up Days

If days of the calendar are lost due to inclement weather or other emergencies, and if the State Law requires 180 days of instruction by the end of the school year in effect, the days needed to fulfill this legal requirement will be scheduled no more than three (3) full days following the end of the scheduled school year. Any additional days will be scheduled on the basis of 180 days of student instruction.

B. Extending the School Year

Days to be rescheduled, when necessary, shall be added to the school calendar the first day after the day scheduled as the "last day" for students. If the extended school year becomes necessary, the last teacher workday will coincide with the last student day, provided all records have been completed by the teacher.

C. Emergency School Closings

In the event it is necessary to close a building or all buildings, the Administration will attempt to announce the close by 6:00 a.m. The local television stations that will carry any school closings include WNEM TV5, WJRT (ABC TV12), and WEYI (NBCTV25/FOX66/CW46), and it shall be the responsibility of each teacher to listen for possible school closings through a telephone call from Apptegy.

D. Impact of Revised State Laws on Calendar

Should State law be changed to allow for emergency closing days to be counted for State Aid, the calendars shall automatically end as agreed, provided the 180-day requirement for full State Aid is met.

E. Proposed Extensions to Be Developed Collaboratively

Should days in addition to the agreed upon calendars become necessary to meet the 180-day minimum requirement, the two (2) parties will meet prior to May 1, to review the proposed extension and make arrangements for its implementation.

F. Extended Calendar to Ensure Full State Aid

The Association agrees that the school calendar will be extended so that the requirements for full State Aid will be met and that the salaries shown in Addendum A shall be the full salaries for the calendar year.

ADDENDUM A: TEACHER SALARY SCHEDULE

2025-2026

STEPS	BA	BA+18	MA	MA+15	MA+30
1	42,045	44,277	46,510	48,742	50,973
2	44,211	46,558	48,905	51,252	53,599
3	46,488	48,955	51,424	53,892	56,359
4	48,882	51,476	54,072	56,667	59,261
5	51,400	54,127	56,857	59,585	62,313
6	54,047	56,915	59,785	62,654	65,523
7	56,830	59,846	62,864	65,881	68,897
8	59,757	62,928	66,101	69,273	72,444
9	62,834	66,169	69,506	72,841	76,176
10	66,071	69,577	73,085	76,592	80,099
11	69,472	73,161	76,849	80,536	84,224

An additional stipend of $1,500 shall be awarded annually for new teachers completing any of their first three years of employment with the Bentley Community School District. These stipends are contingent upon their most recent evaluation being rated as "Effective", and the completion of the current school year, payable with the first pay of the following year.

2026-27 Wage Reopener

Notwithstanding any other provision of this Agreement, the parties agree to reopen negotiations exclusively on the subject of wages for the 2026-27 school year. Notice to reopen negotiations shall be provided in writing by either party to the other between January 1, 2026 and January 31, 2026. All other articles and provisions of this Collective Bargaining Agreement shall remain in full force and effect during the 2026-2027 school year. [See Article 5.2, A, 10]

ADDENDUM B: CO-CURRICULAR SCHEDULE

All percents are based on B.A. Step 1: 2025-26: $42,045

Football	
Varsity Head Coach	12.50%
Varsity Coordinator (2)	9.00%
Varsity Assistant Coach (4)	6.50%
Middle School Coach (2)	6.50%
Boys Basketball	
Varsity Head Coach	12.50%
Varsity Assistant Coach (3)	6.50%
8th Grade Middle School Coach	6.50%
7th Grade Middle School Coach	6.50%
Girls Basketball	
Varsity Head Coach	12.50%
Varsity Assistant Coach (3)	6.50%
8th Grade Middle School Coach	6.50%
7th Grade Middle School Coach	6.50%
Volleyball	
Varsity Head Coach	12.50%
Varsity Assistant Coach (2)	6.50%
8th Grade Middle School Coach	6.50%
7th Grade Middle School Coach	6.50%
Baseball	
Varsity Head Coach	12.50%
Varsity Assistant Coach (2)	6.50%
Middle School Coach	6.50%
eSports	
Fall Coach	6.50%
Spring Coach	6.50%

Softball	
Varsity Head Coach	12.50%
Varsity Assistant Coach (2)	6.50%
Middle School Coach	6.50%
Track	
Varsity High School CoEd Coach	12.50%
Varsity Assistant Coach (2)	6.50%
Middle School Coach	6.50%
Golf	
Varsity Head Coach (Boys)	6.50%
Varsity Head Coach (Girls)	6.50%
Bowling	
Varsity Head Coach (Boys)	6.50%
Varsity Head Coach (Girls)	6.50%
Cheer	
Varsity Head Coach (Fall)	12.50%
Varsity Head Coach (Winter)	12.50%
Varsity Assistant Coach (Fall)	6.50%
Varsity Assistant Coach (Winter)	6.50%
Middle School Coach (Fall)	6.50%
Middle School Coach (Winter)	6.50%
Wrestling	
Varsity Head Coach	12.50%
Middle School Coach	6.50%
Cross Country	
Varsity Head Coach	9.00%
Strength & Conditioning Power Lifting	
Fall Sports Conditioning Coach	6.50%
Winter Conditioning/Power Lifting Coach	9.00%
Spring Sports Conditioning Coach	6.50%
Game Supervisor	
Middle School Game Supervisor (entire year)	12.50%
Skeet Shooting Coach	
Varsity Head Coach	6.50%

Addendum B: Co-Curricular Schedule Continued

Band	
Marching Band Director (incl: band camp, home football games, Burton parades & marching competitions)	12.50%
Asst. Marching Band Director (to be split if more than one assistant)	6.50%
Pit Band for Musicals	1.50%
Honor Society	
National Honor Society	6.00%
Junior National Honor Society	5.00%
Robotics	
High School Robotics	12.50%
High School Robotics Assistant	6.50%
Middle School Robotics	6.50%
Elementary Robotics	6.50%
Class Sponsors	
9th Grade/Freshman	5.00%
10th Grade/Sophomore	5.00%
11th Grade/Junior	6.00%
12th Grade/Senior	5.00%

Drama	
Drama Director (Elementary and Secondary) (assuming 2 productions @ 4.5% each)	9.00%
Asst. Drama Director (Elementary and Secondary) (assuming 2 productions @ 3.25% each)	6.50%
Student Council	
High School Student Council	9.50%
Middle School Student Council	6.50%
Elementary Student Council	5.00%
Clubs	
Understanding that clubs are interest driven, each building may identify up to three yearlong clubs they can run for students, with administrator approval, to be paid at 5%.	

The number in parenthesis next to the "Varsity Assistant Coach" position indicates the maximum number of positions available, while the actual number of open positions will be contingent upon the number of grade level teams involved in that sport season and the number of participants as determined by the Athletic Director, with input from the Head Coach.

If the number of participants in a given Schedule B position warrants, the Association and the Board may, by mutual agreement, increase or decrease the number of assistant coaching positions. 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 prorated from the official starting date of the season to date of cancellation. This accounting will occur two weeks after the official season starting date, or two weeks after the first day of school for those sports which start before the first day of school if the numbers do not sufficiently warrant the assistant coaching position.

ADDENDUM C: LONGEVITY PAYMENTS

All teachers, after the completion of their twelfth (12th) year of service to the Bentley Community Schools, are entitled to receive longevity pay according to the following scale:

Completed Years of Service	Amount
12	$400
13	$600
14	$800
15	$1,000
16	$1,200
17	$1,400
18	$1,600
19	$1,800
20	$2,000
21	$2,200
22	$2,400
23	$2,600
24	$2,800
25	$3,000
26	$3,200
27	$3,400
28	$3,600
29	$3,800
30	$4,000

ADDENDUM D: MISCELLANEOUS SALARIES

Athletic events • Scorers • Ticket Takers • Timers	$25/game or $50/two (2) games
Event coordinator (Coordinate and serve as primary chaperone for overnight trips)	$150/night
Hourly substitute teaching, including detention	$40/hour
Mentor outside of teaching day	$30/hour for preapproved time
Professional Learning Stipend	$30/hour outside of contractual year and day ($150/day maximum)
Teaching summer school	$40/hour
Tutoring	$40/hour (not to exceed 8 students in a session)

ADDENDUM E: SENIORITY LIST

Name	Hire Date	Yrs	Name	Hire Date	Yrs
Cobb, Marla	9/28/1994	31	Nolan, Marianne	8/24/2021	4
Jensen, Jennifer	8/11/1997	28	Doyle, Wendy	8/24/2021	4
Mohr, Kathleen	8/14/1997	28	Olar, Annie	8/24/2022	3
Lindhurst, Erik	8/11/1999	26	Olan-Soto, Rebecca	8/25/2022	3
Weycker, Angela D.	8/25/1999	26	Miller, James	9/6/2022	3
Adelberg, Cindy	9/8/1997	25	Hall, Hailey	08/21/2023	2
Stone, Bret N.	8/9/2000	25	Nolan, Shawn	08/21/2023	2
McKay, Jennifer L.	1/21/2003	22.5	Peterson, Adina	08/21/2023	2
Heerspink, Adam	9/9/2003	22	Stockwell, Elizabeth	08/21/2023	2
Brockmon, Christine	9/05/2006	19	Camp, Patricia	09/28/2023	2
Mojica, Laurie M	9/11/2007	17	Roland, Brook	04/15/2024	1
Bunker, Jenna L	8/12/2010	15	Carmody, Jonathan	08/12/2024	1
Roberts, Kimberly	8/31/2015	10	Stabile, James	08/12/2024	1
Vineyard, Jayna	9/6/2016	9	Warren, Cameron	08/12/2024	1
Mannor, April	9/13/2016	9	Buckley, Heidi	08/20/2024	1
Horton, John	7/18/2017	8	Smith, Christian	08/20/2024	1
Hughey, Marisa	8/30/2017	8	Bradshaw, India	09/09/2024	1
Burton, Jessie	8/28/2018	7			
Leonard, Elizabeth	8/28/2018	7			
Froehle, Chelsey	8/23/2019	6			
Smith, Lisa	8/23/2019	6			
Rodriguez, Anthony	8/23/2019	6			
Baxter, Kimberly	8/26/2019	6			

Seniority list verified 05/19/2025

ADDENDUM F: 2025-2026 CALENDAR

August

Aug 18	Staff – welcome back
Aug 19	Staff PL 8:00-3:00
Aug 20	Open House 4:00-6:00 PM
Aug 21	Staff PL 8:00-3:00
Aug 25	Student First Day – ½ Day

September

Aug 29-Sep 1	Labor Day Recess
Sep 24	Students ½ Day; Staff PL

October

Oct 4	Homecoming
Oct 5	Homecoming Dance
Oct 8-9	Parent Teacher Conferences
Oct 10	No School
Oct 22	Students ½ Day; Staff PL
Oct 24	End 1st Marking Period
Oct 31	Students ½ Day; Staff PL

November

Nov 19	Students ½ day; Staff PL
Nov 26-28	Thanksgiving Recess

December

Dec 22-Jan 2	Winter Break

January

Jan 5	School Resumes
Jan 15	End 1st Semester
Jan 16	No school students; staff PL and Records Day
Jan 19	No School—MLK Day

February

Feb 12	Students ½ day; Staff PL
Feb 13-16	Mid-winter Break
Feb 25-26	Parent Teacher Conferences
Feb 27	No School

March

Mar 18	Students ½ Day; Staff PL
Mar 26	End 3rd Marking Period
Mar 27-Apr 6	Spring Break

April

Apr 7	School Resumes
Apr 15	Students ½ Day; Staff PL

May

May 14	Seniors' Last Day
May 20	Students ½ day; Staff PL
May 25	No School—Memorial Day
May 27	Honors Convocation
May 28	Graduation

June

June 9	Student Last Day ½ day / Teacher Records Day

SCHOOL HOURS

Barhitte
Students 8:25 AM – 3:20 PM
Half Days 8:25 AM – 11:40 AM

Middle School & High School
Students 7:30 AM – 2:20 PM
Half Days 7:30 AM – 10:45 AM

Agreement between

Bentley Education Association

and Bentley Board of Education

Date 6/9/25 By _____

Mr. John Horton, President/Bentley Education Association

Date 6/9/25 By _____

Mrs. Dawn McDaniel, Secretary/Board of Education

Date 06/09/2025 By _____

Dr. Kristy Spann, Superintendent/Bentley Community Schools