

MASTER AGREEMENT

BETWEEN THE

**BELLAIRE PUBLIC
SCHOOLS**

AND THE

**BELLAIRE EDUCATION
ASSOCIATION/**

**NORTHERN MICHIGAN
EDUCATION ASSOCIA-
TION/MEA/NEA**

2021-2024

**NORTHERN MICHIGAN EDUCATION ASSOCIATION/MEA/NEA
BELLAIRE PUBLIC SCHOOLS
2021-2024 PROFESSIONAL AGREEMENT**

THIS AGREEMENT, entered into this 31st day of August, 2021, by and between the Bellaire Board of Education, hereinafter called the "Employer," and the Northern Michigan Education Association/MEA/NEA, hereinafter called the "Association."

ARTICLE I – RECOGNITION

- A. The Employer recognizes the Association as the sole bargaining representative for all regularly employed certified bargaining unit members, temporary certified bargaining unit members, and including media specialists and counselors.
- B. The Employer agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II – EMPLOYER RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Bellaire School District, consistent with community resources, the Employer retains and reserves unto itself all powers, rights, authority, duties and responsibility conferred upon and vested in it by law including by way of illustration and not by way of limitation, the following:
 - 1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 - 2. The right to hire all employees and subject to provisions of law and the specific terms of this contract. To determine their qualifications, to discharge, demote or otherwise discipline employees and to promote, assign, and transfer employees.
 - 3. The selection of textbooks and teaching materials and various teaching aids.
 - 4. The right to determine class schedules, class size, the hours of instruction and assignment of bargaining unit members with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited by the provisions of this Agreement.

ARTICLE III – INFORMATION PROVIDED TO THE ASSOCIATION AND PAYROLL DEDUCTIONS

- A. The Employer shall provide to the Association a list of bargaining unit members employed by the Employer, along with the wages and the full or part- time status of each bargaining unit member, inclusive of mid-year changes.
- B. Membership in the Association is not compulsory. Each bargaining unit member shall have the right to freely join, refrain from joining, or drop his/her membership in the Association.
- C. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, charitable donations or any other plans or programs jointly approved by the Association and the Employer.

- D. Any bargaining unit member may sign and deliver to the administration an authorization for payroll deduction for the following purposes:
1. MESSA Choices II Health Insurance
 2. MESSA ABC I Health Insurance
 3. MESSA Group Term Life Insurance up to maximum allowed by policy.
 4. MESSA Long-Term Disability.
 5. MESSA Dental Care.
 6. MEAFSA Tax Shelter Annuity and/or Credit Union Savings.
 7. Any tax shelter annuity program for which there are three or more bargaining unit members with an interest.
 - a. On or before October 1 of each year, any bargaining unit member may sign and deliver to the Employer an authorization for payroll deduction of an annuity and/or credit savings. The authorization shall state the amount to be deducted from each payroll and to whom payment shall be made.
 - b. The amount may not be changed during the contract year unless by written notice to the Employer signed by the bargaining unit member requesting the total amount be dropped.
 - c. Payment shall be made monthly to the designated agency.
 - d. Such authorization shall continue in effect from year to year unless revoked in writing. The amount of deduction may be changed at the beginning of each contract year provided that the request for such change be made in writing on or before October 1.
 - e. There shall be no charge for the above deductions.
 - f. Any exceptions to the above due to extenuating circumstances must have the approval of the Superintendent.
- A. Any annuities that are paid to the employees by the District in the form of 403 (b), shall be deposited into the annuity company plan of the employee's choice, but only from the list of mutually approved vendors of 403 (b) plans and that list shall include Michigan Education Association – Financial (MEA-F) as one of the options.
- E. The Association expressly assumes the full responsibility for the validity, legality and processing of the provisions set forth within Article III. The Association expressly agrees to defend, indemnify, and hold harmless the Public School of Bellaire, its Board of Education, individual Board members, past and present, employees and agents against any and all claims, demands, damages, awards, judgments, costs, or other forms of liability including but not limited to back pay damages and all court or administrative costs and attorney fees that may arise out of or by reason of any action taken by the Employer, its employees or agents for the purpose of complying with any of the terms of this Article.
- F. Any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Employer be obligated to pay out any monies arising out of any claim or demands that are brought or made due to this Article. (The Association assumes the right to select counsel and to compromise or settle any claim made against the Employer as a result of Article III. The Association shall notify the Employer of the person selected as counsel.)
- G. The Association agrees that it will take no action claiming or supporting a claim that its agreements in this Article pertaining to defense, indemnification, and holding harmless are void and unenforceable. Further, in the event that it is ever determined that the Association's agreement to

defend, indemnify and/or hold harmless is void or unenforceable, that holding shall not affect the Association's duty and obligation to defend, indemnify, and hold harmless, as set forth in this Article and the Association will honor those duties and obligations.

ARTICLE IV – WORKING CONDITIONS

- A. Class Load: The following numbers are realistic class size loads, but bargaining unit member input as well as room size, work stations, and equipment for conducting said class will be considered by the Administration in making any class size decision. All attempts shall be made by the district to maintain class sizes below these maximums whenever possible.

Elementary (K-5)

Grades K-1	22
Grades 2-3	24
Grades 4-5	26

Combination classrooms: While combination classrooms will be avoided by the district whenever possible, when required they will have a maximum class size of two (2) less than that of the lowest included grade level (i.e., 20 for K-1, 22 for 2-3, 24 for 4-5)

Elementary Special Education (not to exceed state/federal guidelines)

Secondary (6-12)

Social Studies	28
English	28
Math	28
Science	28
Visual, Performing & Applied Arts	24
World Languages	24
Computer Science & Technology	24
Instrumental & Vocal Music	Room Capacity
Physical & Health Education	35
Secondary Special Education	(not to exceed state/federal guidelines)

- B. In the event that a class load exceeds the above limits, the Administration shall meet with the bargaining unit member and the representatives of the Association within ten (10) student days of the occurrence of the overload to review the impact of the classroom composition on teaching effectiveness and seek a workable solution to the problem(s) identified. One of the following solutions will be agreed upon within fifteen (15) student days after the meeting above and implemented as soon as possible following the meeting (B1 or B2). Until the solution is in place, the member will be compensated for all time the overload was in effect per B-1 below.

1. Elementary compensation rate (\$10/student/day); HS/MS as follows:
 If 50% or more of their classes exceed the cited maximum, then they will be compensated at the elementary staff level for the average number of students they are over in those classes. Example: Six classes – over by one (1) student in two (2) classes and three (3) students in a third. Total of five (5) students over for three (3) classes = an average of 1.67 students × \$10 = \$16.70/day.
2. The Administration, bargaining unit member, and a representative of the Association, by mutual consent, may determine that the education of students is not being adversely affected or consider other options to address the overload including but not limited to the following:
 - a. Addition of certified staff.

- b. Addition of instructional aides (for the amount of time the above limits are actually exceeded).
 - c. Reassignment of student(s).
 - d. Provide substitute teacher coverage to provide the member with additional planning time.
 - e. Relieve member of other professional duties or responsibilities.
 - f. Purchase additional equipment and/or technology.
 - g. Purchase additional materials.
 - h. Any other mutually acceptable solution.
 - 3. If a mutually acceptable solution cannot be agreed upon, the Superintendent will choose the best educational solution from the choices above in either B1 or B2.
 - 4. If parent-teacher conferences must be scheduled outside of the regularly scheduled parent-teacher conference time due to overloaded classes, requiring extra working time by teachers, such time shall be paid at the rate of thirty-five dollars (\$35.00) per hour.
- C. A bargaining unit member shall be required to report to his/her teaching station for duty ten (10) minutes prior to the start of classes for the school day, and to remain at his/her teaching station fifteen (15) minutes after the conclusion of classes for the school instructional day.
- 1. Bargaining unit members are encouraged to remain sufficient time after the close of the pupil's regular school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the bargaining unit member. On Fridays or days preceding holidays, bargaining unit members shall be free to leave immediately after the student body is dismissed.
 - 2. Bargaining unit members may be required to attend meetings held at the end of the school day. There shall be not more than two (2) staff meetings called per month. These meetings will be held on a predetermined weekday, other than Friday. Meetings shall not last longer than one hour beyond the start of the meeting. The start of the meeting will be fifteen (15) minutes after the last class period release time. If a meeting is cancelled for "reasons beyond control" of the administration (i.e. snow day), it will be made up as soon as it is necessary.
- D. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of no less than thirty (30) minutes.
- E. A normal daily workload for middle/secondary school bargaining unit members of academic subjects shall be five (5) of six (6) periods plus an enhancement period, unless a bargaining unit member shall have more than four (4) different preparations, in which case the bargaining unit member shall not be assigned to more than five (5) periods without the bargaining unit member's permission. A study hall shall be considered a class. Part time teacher's pay shall be calculated based on the total minutes worked as a percentage of the total work day.
- If an alternate schedule is established, a normal daily workload will be as stated in a Letter of Agreement.
- F. All bargaining unit members will be provided with preparation time each week.
- 1. Middle school and high school teachers shall be provided with preparation time during the school day. The preparation time shall be the length of a class period.
 - 2. Elementary teachers shall be provided with not less than 200 minutes per week. However, the Board will strive to provide a minimum of 250 minutes of preparation time each week. Times during which elementary classes are receiving instruction from various certified

teaching specialists (art, physical education, music, etc.) may be counted toward the preparation minutes by elementary teachers. In the event that a “specials teacher” is absent, and no substitute teacher is employed, the classroom teacher will receive compensation at the rate of thirty-five dollars (\$35.00) per hour or compensatory time equal to the loss of that preparation time.

- G. The Employer agrees to maintain an adequate list of substitute teachers. The use of bargaining unit members during their preparation time will be restricted to emergencies where other substitutes are not available. Opportunities to substitute shall be offered on a rotating basis among those teachers who are available. The substituting classroom teacher will receive compensation at the rate of thirty-five dollars (\$35.00) per hour or compensatory time equal to the duty time as agreed upon with the Superintendent or his/her designee. Time can be taken in full day increments and used when three (3) days’ notice is provided to the administration. When using less than a full day, it must be coordinated with the administration.
- H. The parties recognize that the availability of optimum school facilities and equipment for both students and bargaining unit members is important to insure a high quality of education. The Employer will comply with State and local requirements when constructing, equipping, or maintaining classrooms/facilities. No bargaining unit member will be required to work, maintain or supervise students in areas constructed, equipped, or maintained by the Employer in violation of the foregoing.
 - 1. The Employer shall make available in each school, adequate lunchroom, restroom, parking, and lavatory facilities for bargaining unit members’ use and at least one room, appropriately furnished, which shall be reserved for use as a faculty workroom. Provisions for such facilities will be made in all future buildings.
 - a. Adequate space and needed privacy will be provided with adequate facilities within each school, providing for special services teachers to carry out their responsibilities with individuals or groups of students.
- I. If a bargaining unit member believes they are being asked to work in unsafe working conditions the bargaining unit member may file a grievance. Bargaining unit members must report working conditions perceived as unsafe or hazardous to their immediate supervisor.

ARTICLE V – VACANCIES, PROMOTIONS AND TRANSFERS

Non-teaching positions, (e.g. Schedule B, extra duties, curriculum specialists, supervisory/administrative, etc.) shall be posted along with an accompanying job description.

All vacancies for Bellaire Public Schools may be found at https://ats4.atenterprise.powerschool.com/ats/app_login?COMPANY_ID=JA001811

ARTICLE VI – LEAVES OF ABSENCE

- A. At the beginning of every school year, each bargaining unit member shall be credited with a total of four and one-half (4.5) days to be used for the member’s professional business and personal use of which no more than two and one-half (2.5) shall be personal.
 - 1. Professional business days may be used for any educational purpose, including Schedule B positions, at the discretion of the administrator.
 - 2. Personal leave days may be taken at the bargaining unit member’s discretion. Personal leave days may not be taken before or after a holiday, vacations, or during the first or last week of a semester except in approved extenuating circumstances. One and a half (1.5) unused personal days will be carried forward to the next year as personal days. Additional unused days will be credited to the bargaining unit member’s sick leave.

3. A bargaining unit member planning to use a professional business or personal day shall make the request at least three (3) student days prior to the planned absence except under extenuating circumstances.
- B. Any bargaining unit member called for jury duty during school hours, or who is subpoenaed to testify during school hours provided the member is not party to the action, in any judicial or administrative matter provided such action is on behalf of the Employer, or who shall be required to participate in any collective negotiations with the Employer during the school day, shall be paid his/her full salary for such time. In case of reimbursement for jury or witness duty, the amount shall be deducted from his/her regular pay, or reimbursement may be made to the Employer by the bargaining unit member.
- C. Sabbatical Leave: Bargaining unit members who have been employed for seven (7) consecutive years by the Employer may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institutions; travel which will improve the bargaining unit member's ability to teach, etc.
1. This leave of absence will comply with 1235 of the Revised School Code, MCL 380.1235.
 2. Criteria for a Sabbatical Leave:
 - a. A bargaining unit member must hold a permanent, professional, continuing or life teaching certificate.
 - b. A bargaining unit member must apply to the Employer in writing no later than March 15 of the school year prior to the leave.
 - c. Only one (1) bargaining unit member may be on sabbatical leave at a time.
 3. A bargaining unit member on sabbatical leave shall receive the same fringe benefits as any other bargaining unit member under contract.
 4. The Employer shall not be held liable for death or injuries sustained by any bargaining unit member while on sabbatical leave.
- D. Unpaid Leaves of Absence
1. A leave of absence without pay or without advancing seniority and without contractual fringe benefits of up to one (1) year shall be granted to any bargaining unit member, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; or to serve as a consultant or director of a teaching center. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary as he/she was at the time the leave was granted.
 - a. Bargaining unit members requesting said leave must make written application by April 30 for the Fall semester, or October 30 for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of his/her intended return no later than April 30 for the Fall semester, and October 30 for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the District.
 2. A leave of absence without pay or without advancing seniority and without contractual fringe benefits of up to one (1) year may be granted to any bargaining unit member upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a

bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.

- a. Bargaining unit members requesting said leave must make written application by April 30 for the Fall semester, or October 30 for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of his/her intended return no later than April 30 for the Fall semester, and October 30 for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the District.
3. A military leave of absence without pay and without contractual fringe benefits shall be granted to any bargaining unit member who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such a leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the district during such period provided he/she returns before or at the opening of the school year following discharge.
 4. A leave of absence without pay or without advancing seniority and without contractual fringe benefits shall be granted upon application for the purpose of serving as an officer of the Northern Michigan Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.
 5. A leave of absence without pay or without advancing seniority and without contractual fringe benefits not to exceed two (2) years may be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.
 - a. Bargaining unit members requesting said leave must make written application by April 30 for the Fall semester, or October 30 for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of his/her intended return no later than April 30 for the Fall semester, and October 30 for the Winter semester. By failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the district.
 6. A leave of absence without pay or without advancing seniority and without contractual fringe benefits shall be granted to any bargaining unit member for the purpose of childcare. Said leave shall commence upon request of the bargaining unit member. It is further provided that:
 - a. The initial leave period shall be for the duration of the semester when the leave was granted plus one succeeding semester excluding a summer semester. The leave may be extended by written request of the bargaining unit member to the Employer.
 - b. A pregnant bargaining unit member may commence said childcare leave at her option.
 - c. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the bargaining unit member.
 - d. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he/she was at the time the leave was granted.

7. The Employer shall not be held liable for death or injuries sustained by any bargaining unit member while on leave.
8. Bargaining unit members who desire to maintain their insurance coverage during any period of leave may make arrangements for payment through the superintendent.
9. Family and medical leave in accordance with the Family and Medical Leave Act of 1993, as amended, and in accordance with Board policy. The bargaining unit member will have the option of exhausting any or all paid leave (sick and/or personal), concurrently with FMLA leave prior to beginning unpaid leave.

E. Illness or Disability:

1. At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days sick leave allowance to be used for absences caused by illness or short-term physical disability. The unused portion of such allowance shall accumulate from year to year to one hundred forty (140) days with no deduction in pay. The Employer shall furnish a written statement at the beginning of each school year setting forth the total of sick leave credit.

- a. Personal Day Bonus Plan

All bargaining unit members who do not use any personal leave days per year may receive the equivalent of one time the daily substitute rate for one day. In order to collect this bonus a written request initiated by the bargaining unit member should be submitted to the Superintendent's office. The compensated day will not be carried over to the next school year.

2. Absence due to death or illness in the bargaining unit member's immediate family shall be deemed legitimate use of sick leave.
 - a. In exceptional cases, the Superintendent can allow the use of additional sick days. Immediate family shall include the bargaining unit member's spouse, children, siblings, parents, step parents, step children, grandparents, grandchildren, brother-in-law, sister-in-law, spouse's parents, and spouse's grandparents or any other person living in the bargaining unit member's household if approved by the Superintendent.
 - b. With approval of the administration, a bargaining unit member may use a sick leave day to attend the funeral of a person outside of the immediate family.
3. Any bargaining unit member who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act shall be permitted to use any of his/her accumulated sick days to make up the difference between the allowance under the Workers' Disability Compensation Act and his/her regular net salary.

F. At the beginning of the school year, the Association shall be credited with ten (10) days to be used by bargaining unit members who are officers or agents of the Association for Association business at the discretion of the Association. The Employer agrees to direct bill NEA and/or MEA for lost service time of any appropriately designated national or state association representative(s). The Association must provide the necessary information to facilitate said billing. Regular Association days are not to be utilized when aforementioned reimbursement process is made available and when reimbursement of all District costs are provided by the MEA or NEA.

1. The Association agrees to pay the cost of the substitute for the bargaining unit member and to notify the Superintendent no less than five (5) days in advance of taking such leave. Any exception would require approval of the Superintendent.
2. Such leave days will not be used for picketing and/or recreational activities.
3. The Superintendent may limit the use of Association days immediately prior to vacations and holidays.

ARTICLE VII – BARGAINING UNIT MEMBER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, or to refrain from such activities. Neither the district nor the Association will directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Employer, or his/her institutions of any terms or conditions of employment.
- B. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for discrimination with respect to the professional employment of such bargaining unit member.
- C. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or disability as provided by law.
- D. Pursuant to the guidelines of the “Bullard-Plawecki Employee Right to Know Act”(Act 397 of the Public Acts of 1978, as amended), each bargaining unit member shall have the right, upon request, to review the contents of the personnel file maintained by the Employer in his/her name. Said review shall take place in the Employer’s central office. Each document will be initialed and dated by both the bargaining unit member and the Superintendent or his/her designated representative. The bargaining unit member may have an Association representative present at the review. Confidential teaching credentials and related personal references normally sought at the time of employment are specifically exempted from review. The Employer will maintain (in the Central Administration Office) only one (1) official personnel file for each employee. Materials to be used in completing a bargaining unit employee’s evaluation may be kept in a building file until the evaluation is completed and forwarded to the Central Administration Office.
 - 1. The “Bullard-Plawecki Employee Right to Know Act” (as amended) will serve as a guideline as to inclusions and exclusions in regard to the contents of a personnel file maintained by the Employer in an employee’s name, and in regard to the release of information to a third party. Further, there are other governing Public Acts, laws, and court cases that need (or may need) to be followed in the release of information (example: MCL 380.1230, FERPA, etc.), and that it likely will be necessary to delete or cross out certain materials prior to the release of information to a third party.
 - 2. The Employer shall promptly notify an employee of any requests for personnel file information concerning the teacher made pursuant to the Freedom of Information Act (FOIA), and the employee may review any such request(s) and/or response(s) to such request(s).
 - 3. If any material within the teacher’s personnel file is believed to be inappropriate or in error, that belief shall be brought to the attention of administration for consideration. If that material is found to be incorrect or inappropriate, that material shall be corrected or expunged from the file.
- E. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member shall submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. When a bargaining unit member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.

- F. Any formal complaint of a serious nature against a bargaining unit member will be called to the attention of the bargaining unit member as soon as the administration deems it appropriate to do so without compromising any investigation or violating any legal requirement. No such complaint will be included in the bargaining unit member's personnel file until the bargaining unit member has been informed of the complaint and the identity of the complainant is made known to the bargaining unit member (unless the law prohibits such disclosure). For purposes of this section, "complainant" shall be defined as a person who will be regarded by the Employer as the primary source for the allegation(s) against the bargaining unit member.
- G. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to or could lead to, disciplinary action. The District shall follow all the basic principles of representation rights set forth in Weingarten. Board policies on progressive discipline is found under Board Policy #3139 and can be found at <https://go.boarddocs.com/mi/bellaire/Board.nsf/Public>
- H. The Association and its representatives shall have the right to use the Employer's buildings at all reasonable hours for meetings, provided that when special custodial services are required, the Employer may make a reasonable charge therefore. No charge shall be made for use of instructional rooms before the commencement of the scheduled workday nor until 6:00 p.m.
- I. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on the Employer's property at all reasonable times, provided that this shall not interfere with nor interrupt normal operations and must comply with the district's visitor policy.
- J. The Association as the exclusive representative of employees within the bargaining unit shall have the right to use and have access to facilities and equipment, including copy machines, computers, calculators, Internet, e-mail, audio-visual, and technology equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and damages incident to such use provided that said equipment was in good working order at the time of use.
- K. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Association may use employee mailboxes for communication to bargaining unit members.
- L. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, seniority and experience credit of all bargaining unit members, compensation paid thereto and educational background; mutually agreed upon budgetary information and allocations; agendas, minutes, and reports of or to all Board meetings; census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of bargaining unit members together with information which the Association may require to process any grievance or complaint.
- M. The rights granted herein to the Association shall not be granted or extended to any competing labor organization unless required by law.
- N. The Employer and the Association recognize that communication and a team effort within the organization is essential to the delivery of the educational program. To facilitate teamwork and communication, orderly procedures are necessary and must be followed to ensure professional practice within the organization. Concerns, suggestions, proposals, or questions regarding the educational program or the district shall be addressed first with the administration and may be

taken at the election of either the administration and/or the Association to the Employer as an agenda item at the Board's monthly meeting.

- O. To ensure safety and security for all members of the school family (students, staff and community), it is understood that no employee shall be mandated to train for the purpose of carrying weapons on school property. If an employee decides to opt-out of any training that may be offered, their personal decision will not adversely affect placement, evaluation, or any other aspects of their employment. Subject to Federal or State law.

ARTICLE VIII – STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Classroom discipline is primarily the responsibility of the bargaining unit member. The Employer recognizes its responsibility to give reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline.
- B. The Employer, after considering Association recommendations, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Employer to students and bargaining unit members at the commencement of each school year. A teacher may suspend a student from class for up to one full day under conditions and subject to guidelines contained in Board Policy 8350 and as provided in the Code of Student Conduct (Student Handbook) adopted by the Board of Education.
- C. The Employer shall provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to being physically assaulted and shall render reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities, provided that the Employer has determined that the bargaining unit member has acted within the scope of his/her authority. Time lost by a bargaining unit member in connection with the above shall not be charged against the bargaining unit member.
- D. The Employer will reimburse teachers for loss of personal property, less depreciation, or repair such damaged personal property not covered by insurance, provided that the Employer has determined that the bargaining unit member was acting within the scope of his/her authority, and when such damage was caused through physical assault while on duty.

ARTICLE IX – MASTER-MENTOR TEACHER PROGRAM

- A. For the first three (3) years of his or her employment in classroom teaching, a bargaining unit member shall be assigned by the Employer or its designee, to one or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the bargaining unit member.
- B. During the three (3) year period, the bargaining unit member shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements of Section 3.A. of Article II of Act No. 4 of the Public Acts of the extra session of 1937, being Section 38.83a of the Michigan Compiled Laws, including classroom management and instructional delivery. The intensive professional development induction into teaching shall consist of at least fifteen (15) days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.
- C. The Employer shall have the authority to implement every aspect of the statutorily required master-mentor program. If the statutory requirement is changed, revised, or amended, the Employer shall have the authority to alter its rights and responsibilities under this master-mentor section to make those rights and responsibilities consistent with any change, revision or amendment to the

statute, or any direction provided by the State Board of Education or the Northwest Education Services.

- D. Participation as a mentor teacher shall be assigned by the administration from those who apply.
- E. All bargaining unit members who are assigned to be a mentor shall be paid a lump sum payment of \$500 per year. Said payment shall be made in the last pay in the month of June.

ARTICLE X – IN-SERVICE PROFESSIONAL EDUCATION

- A. To insure total staff participation in curriculum planning, the Employer will provide at least three and one-half days (3.5) of in-service as mutually agreed upon by both parties. Full day in-service days will be no longer than the duration of the regular school day. On half in-service days, early dismissal of students and release time for the bargaining unit member will be provided for in-service meetings that will last no longer than three and one-half (3.5) hours. Teachers will be involved in the planning of in-service meetings.
- B. Bargaining unit members will work an additional Professional Development one and one half (1.5) days in excess of the in-service days as outlined in the school calendar.

- 1. Bargaining unit members shall be compensated for above mentioned Professional Development Day(s) (when those days are not counted as part of the required school year instructional hours) at the per diem rate of pay as reimbursed by the State.
- 2. A Professional Development Day is defined as being at least six (6) hours in total, and which is devoted to valid Professional Development topics and/or activities found to be mutually acceptable by the bargaining unit member and his/her principal. It is expected that all bargaining unit members will meet at least the minimum professional development time as required by state guidelines.
- 3. A Professional Development Day must occur on a day or at a time which is not otherwise provided for in the school calendar in order to be paid for as outlined in Article X, paragraph B.1, above (before or after normal working hours, weekends, summers, etc.).

The Professional Development Day must be eligible for pay at times that meet State guidelines for reimbursement.

- 4. The Professional Development Day must have prior approval by the bargaining unit member's principal. The date and topic of the Professional Development Day shall be agreed to by the bargaining unit member/principal no later than the first semester each year and must occur no later than June 30 of the school year.
- 5. Professional Development Day activities that shall be approved:
 - a. Northwest Education Services-sanctioned Professional Development Activities
 - b. Conference/Clinics, Trade Shows/Special Olympics
 - c. Training/Visitation/Workshops
 - d. Approved Tapes/Readings/Telecommunications/Internal Research/Computer Training
 - e. Other activities as pre-approved by the principal

ARTICLE XI – GRIEVANCE PROCEDURE

- A. Definition: A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Employer may be processed as a grievance as hereinafter provided.
- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant. The Employer hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his/her designated representative to act at Level Two as hereinafter described.
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant and an Association designated representative. In addition, the Association President will also receive a copy of the grievance
 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
 3. It shall cite the section or subsection of this contract alleged to have been violated.
 4. It shall contain the date of the alleged violation.
 5. It shall specify the relief requested.
- D. **Level One.** A bargaining unit member believing himself/herself wronged by an alleged violation of the express provisions of this contract or Board policies unless prohibited by law shall within ten (10) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within five (5) weekdays, excluding holidays, of the discussion, the member shall reduce the grievance to writing and proceed within six (6) weekdays, excluding holidays, of said discussion to Level Two.

If the occurrence falls within the final five (5) weekdays of the school year, and prior to the beginning of the next school year, the grievant shall (within the established time frames of the grievance process) submit a written grievance to the administration office/superintendent. If an individual files a grievance on their own, the Superintendent shall provide a copy of the level I grievance to the Association President.

Level Two. A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) weekdays, excluding holidays, of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and the designated Association representative.

Within five (5) weekdays, excluding holidays, of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association, and shall place a copy of same in the permanent file in his/her office.

If, at this time, the grievance has been resolved, all records pertaining to the grievance shall be removed from any personnel files in the school's offices.

If no decision is rendered within five (5) weekdays, excluding holidays, of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the Board President not less than five (5) days prior to the next regularly scheduled Board meeting. If it is not possible to meet this time limit due to the date of the Superintendent's decision, this time limit may be waived by mutual written agreement of the Association and the Administration. If no agreement is reached to waive the time limit, the grievance will not be heard at that Board Meeting, but will definitely be heard by the Board no later than its next regularly

scheduled meeting. No grievance shall be allowed beyond Level Two unless processed by the Association.

Level Three. Upon proper application as specified in Level Two, the Board shall allow the grievant and the Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) weekdays, excluding holidays, from the hearing of the grievance, the Board shall render its decision in writing.

The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing; the building principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator within thirty (30) weekdays, excluding holidays, of its receipt of the Level Three disposition. The arbitrator shall be selected through the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. 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, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

- E. Expedited Grievance Procedure. By mutual agreement between the Employer and the Association a grievance may be processed via the expedited grievance procedure outlined as follows:
 - 1. The grievance shall be submitted in writing to the Board. Within five (5) weekdays, excluding holidays, after submission, the Board shall schedule a meeting with the Association in an effort to resolve the dispute.
 - 2. If the dispute is still not resolved to the Association's satisfaction within seven (7) weekdays, excluding holidays, of the initial hearing between the Board and the Association, as above described, the Association may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.
 - 3. The arbitrator of grievances processed via this expedited process shall have no power to alter, add to, or subtract from the terms of this Agreement.
 - 4. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. Grievances filed as Association grievances may, by mutual agreement, be initiated at Formal Level Two of the grievance procedure.
- G. No bargaining unit member or group of bargaining unit members other than the Association may process a grievance through arbitration.
- H. The grievance report form shall be attached to this Agreement.

ARTICLE XII – COMPENSATION

- A. The basic salaries of bargaining unit members covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All bargaining unit members shall be given full credit on the salary schedule set forth in Schedule A for full years of outside teaching experience up to and including five (5) years, and the Employer may allow up to twelve (12) years credit for outside teaching.
- C. No monies shall be included in a bargaining unit member's salary unless included in ratified Schedule A.
- D. In exchange for their participation in the parent/teacher conference nights and open house, staff shall be granted the equivalent time off from work by adjusting the school calendar.

ARTICLE XIII – ASSOCIATION SENIORITY AND RECALL

- A. A laid off bargaining unit member shall be entitled to the rights set forth in Board Policy 3131. This board policy may be found at <https://go.boarddocs.com/mi/bellaire/Board.nsf/Public>.
- B. The district shall prepare and present to the Association a current seniority list of bargaining unit members, their "highly qualified" status, and method for achieving such prior to October 15 of each year. Any objections to the accuracy of the seniority list must be made within thirty (30) days of receipt of the list or by November 15, whichever is later. If objections are not filed within this annual timeline, the seniority list will be considered as an accurate account. Accompanying the name of each bargaining unit member on the list shall be the date of last hire and each member's certification.

ARTICLE XIV – NEGOTIATIONS PROCEDURE

- A. Representatives of the Employer and the Association Bargaining Committee will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other an agenda covering what they wish to discuss.
- B. No later than sixty (60) calendar days prior to the expiration of the Master Agreement the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiations or bargaining representatives of the other party. The parties mutually pledge that their representatives shall have the necessary power to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) copy each shall be retained by the Employer, the Association, and the Superintendent.

ARTICLE XV – SCHOOL IMPROVEMENT PLANS

- A. The Employer, Administration, teachers and Association recognize the necessity of maintaining a school improvement plan as provided for in the Revised School Code, as amended (380.1277), Elementary and Secondary Education Authorization (ESEA) and/or No Child Left Behind (NCLB) Act and the importance of establishing educational quality as a fundamental priority and shared goal of the parties.
- B. The Employer shall appoint a district-wide School Improvement Committee as provided for in the law.
- C. The conditions that follow shall govern employee participation in any plan, program or project included in the School Improvement Plan.
 - 1. Participation by the employee is voluntary.
 - 2. The parties have identified that School Improvement Plan committees shall not address any of the following matters:
 - a. Bargaining Unit Employee Wages
 - b. Bargaining Unit Employee Fringe Benefits
 - c. Contract grievance
 - 3. The Employer and/or Administration will notify the Association President as soon as possible of any intent to develop, explore, or begin a School Improvement Plan.

ARTICLE XVI – LEAST RESTRICTIVE ENVIRONMENT

- A. In order to assist students with disabilities in making a successful transition from placement in special education classes only to both general education and special education classes pursuant to placement decisions made by an Individual Educational Planning Committee (IEPC) the following definitions and considerations below shall apply. Participation by that student with disabilities in the general education classroom with their non-disabled peers is called inclusion. The extent to which a student with disabilities participates in an inclusion classroom is determined at the IEPC meeting. When bargaining unit members have students with disabilities the following shall apply:
 - 1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate general education class. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC meeting for that student. IEPC meetings shall be scheduled during normal working hours whenever possible. If the IEPC meeting is outside the regular working hours established in this Agreement, the bargaining unit member shall be paid for the extra hours worked at a rate of thirty-five dollars (\$35) per hour.
 - 2. No general education inclusion classroom shall be comprised of over fifty percent (50%) of students with disabilities.
 - 3. If a student with disabilities is assigned to bargaining unit member in the general education inclusion classroom, the general teacher may request additional training from district or ISD personnel to be able meet the IEP requirements of the student. If the bargaining unit member requests the training the District will attempt to provide the requested training, if possible.
 - 4. When requested by the general education classroom teacher in whose class(es) an eligible student is placed consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no bargaining unit member shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or the like.

5. If special education teachers are required to attend trainings or meetings outside the regular working hours established in this Agreement, the bargaining unit member shall be paid at a rate of thirty-five dollars (\$35.00) per hour.

ARTICLE XVII – RETIREMENT

A bargaining unit member qualifying for terminal pay shall receive one-fourth ($\frac{1}{4}$) of the member's regular daily base pay at retirement for each day of accumulated sick leave, not to exceed three-thousand-four-hundred dollars (\$3,400). To qualify for terminal pay, the bargaining unit member must meet at least one (1) of the following requirements and have taught in the Bellaire Public Schools not less than ten (10) years:

1. Qualify for medical/disability retirement under the Michigan Public School Employees Retirement System.
2. Qualify under the Michigan Public School Employees Retirement System.

ARTICLE XIX – DURATION

This Agreement shall be effective September 1, 2021, and shall continue in effect until August 31, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated supra. This is a three-year agreement covering the 2021-2022, 2022-2023 and 2023-2024 school years.

ARTICLE XX – MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment.
- B. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Employer shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Relations Act.
- C. This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All bargaining unit members covered under this Agreement who participate in the production of tapes, publications or other produced educational materials shall retain residual rights should they be copyrighted or sold by the school district.
- D. 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.
- E. Upon request of either party, the Association or Employer, negotiations will be initiated to constructively consider and resolve matters not covered or clarified by this Agreement. The outcome of such negotiations shall be subject to ratification and added as an amendment to this document.
- F. For purposes of this Agreement, the following definition will apply: A "day" shall mean the days of the week, Monday through Friday, including the summer, but excluding Saturday, Sunday, legal holidays, and scheduled breaks in the school calendar.

G. Extra-Curricular Positions:

1. The Employer declares its support of filling vacancies with qualified candidates from within the bargaining unit and from within its own staff, but is solely responsible for the filling of any vacancy.
2. Schedule B employees who were considered qualified and held such Schedule B positions on September 1, 1998, shall be grand-parented into those positions until they are no longer employed by the Employer in that position or they are unsatisfactorily evaluated and will therefore no longer hold such position.
3. New Schedule B positions shall be posted for five (5) days. The Employer shall have the right to consider both internal and external candidates and appoint the most qualified applicant to said position. Appointments to the positions identified in Schedule B are not tenured positions, and are yearly appointments.

H. Job Rights for Laid Off Bargaining Unit Members

1. The NMEA President will be notified of any bargaining unit vacancies which might exist in the Bellaire Public Schools district.
- I. The Employer and the Association recognize that an Emergency Financial Manager may be appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate this collective bargaining agreement according to terms defined in Public Act 4 of 2011. This clause is included in this agreement in order to be compliant with Public Act 4 of 2011.
- J. All board policies can be located at <https://go.boarddocs.com/mi/bellaire/Board.nsf/Public>

ARTICLE XXI – SIGNATURE PAGE

NORTHERN MICHIGAN EDUCATION

BELLAIRE PUBLIC SCHOOLS

ASSOCIATION

BOARD OF EDUCATION

By _____
NMEA President

By _____
President

By _____
NMEA Staff Liaison –
Uniserv Director/MEA/NEA

By _____
Vice-President

By _____
Negotiating Committee Member

By _____
Secretary

By _____
Negotiating Committee Member

By _____
Treasurer

By _____
Trustee

By _____
Trustee

By _____
Trustee

Dated this [nth] day of [month], 2021

SCHEDULE A**SALARY SCHEDULE****2021-2022 Professional Salary Schedule**

Step	BA-BS	BA-BS 18	MA-MS	MA-MS 18	MA-MS 45
	A	B	C	D	E
1	\$40,965	\$41,785	\$42,593	\$43,465	\$44,346
2	\$42,613	\$43,459	\$44,387	\$45,295	\$46,208
3	\$44,308	\$45,191	\$46,255	\$47,195	\$48,141
4	\$46,080	\$47,003	\$48,191	\$49,177	\$50,160
5	\$47,923	\$48,882	\$50,215	\$51,237	\$52,267
6	\$49,838	\$50,837	\$52,335	\$53,392	\$54,448
7	\$51,836	\$53,069	\$54,520	\$55,640	\$56,756
8	\$53,901	\$54,990	\$56,812	\$57,975	\$59,133
9	\$56,066	\$57,190	\$59,200	\$60,405	\$61,614
10	\$58,315	\$59,474	\$61,729	\$62,949	\$64,170
11	\$60,640	\$61,855	\$64,279	\$65,592	\$66,910
12	\$63,067	\$64,322	\$66,977	\$68,338	\$69,710
15	\$64,706	\$65,996	\$68,677	\$70,081	\$71,480
18	\$65,260	\$66,553	\$69,221	\$70,637	\$72,033
20	\$65,816	\$67,103	\$69,790	\$71,195	\$72,593
25	\$67,106	\$68,398	\$71,083	\$72,489	\$73,883

2022-2023 Professional Salary Schedule

Step	BA-BS	BA-BS 18	MA-MS	MA-MS 18	MA-MS 45
	A	B	C	D	E
1	\$42,194	\$43,038	\$43,871	\$44,769	\$45,676
2	\$43,891	\$44,763	\$45,719	\$46,654	\$47,594
3	\$45,637	\$46,547	\$47,642	\$48,610	\$49,585
4	\$47,463	\$48,413	\$49,637	\$50,652	\$51,665
5	\$49,361	\$50,348	\$51,721	\$52,774	\$53,835
6	\$51,333	\$52,362	\$53,905	\$54,994	\$56,081
7	\$53,392	\$54,661	\$56,156	\$57,309	\$58,459
8	\$55,518	\$56,640	\$58,516	\$59,715	\$60,907
9	\$57,748	\$58,905	\$60,976	\$62,217	\$63,462
10	\$60,064	\$61,258	\$63,581	\$64,837	\$66,095
11	\$62,459	\$63,711	\$66,207	\$67,560	\$68,917
12	\$64,959	\$66,252	\$68,987	\$70,388	\$71,802
15	\$66,647	\$67,975	\$70,738	\$72,184	\$73,624
18	\$67,218	\$68,549	\$71,298	\$72,757	\$74,194
20	\$67,790	\$69,116	\$71,884	\$73,330	\$74,771
25	\$69,119	\$70,450	\$73,215	\$74,664	\$76,100

2023-2024 Professional Salary Schedule

Step	BA-BS	BA-BS 18	MA-MS	MA-MS 18	MA-MS 45
	A	B	C	D	E
1	\$43,459	\$44,329	\$45,187	\$46,112	\$47,047
2	\$45,208	\$46,106	\$47,090	\$48,054	\$49,022
3	\$47,006	\$47,944	\$49,072	\$50,069	\$51,073
4	\$48,887	\$49,866	\$51,126	\$52,172	\$53,215
5	\$50,842	\$51,859	\$53,273	\$54,357	\$55,450
6	\$52,873	\$53,933	\$55,522	\$56,644	\$57,764
7	\$54,993	\$56,300	\$57,841	\$59,028	\$60,212
8	\$57,184	\$58,339	\$60,272	\$61,506	\$62,734
9	\$59,481	\$60,672	\$62,806	\$64,084	\$65,366
10	\$61,866	\$63,096	\$65,489	\$66,782	\$68,078
11	\$64,332	\$65,622	\$68,193	\$69,587	\$70,985
12	\$66,908	\$68,239	\$71,056	\$72,500	\$73,956
15	\$68,646	\$70,015	\$72,860	\$74,349	\$75,833
18	\$69,234	\$70,606	\$73,436	\$74,939	\$76,420
20	\$69,824	\$71,190	\$74,040	\$75,530	\$77,014
25	\$71,193	\$72,563	\$75,412	\$76,904	\$78,383

PART-TIME TEACHERS

Part-time teachers will receive prorated salary, preparation time, and benefits, including insurance, based on their full time equivalency (FTE). The FTE will be based upon the number of sections taught compared to the number of sections being taught by a full-time bargaining unit member. The Employer will attempt to schedule classes and assignments for part-time teachers with as little unassigned time between classes as possible. Part-time teachers will receive an equal number of leave days as full-time teachers per Article VI, A. and Article VII, E. but will be reimbursed for them based on their FTE. Professional development days will be 100% compensated at the bargaining unit member's hourly per diem rate. Part-time bargaining unit members will be required to attend the same number of hours of parent-teacher conferences as full-time staff. These members will be obligated to attend only one (1) staff meeting per month. However, if the administration requests or the member chooses to attend additional required meetings, he/she will be paid his/her hourly per diem rate. The member must submit an extra duty pay form to receive compensation for professional development days or required meetings.

Part-Time FTE Calculation:

A full-time bargaining unit member teaching 6 of 7 periods has teaching time of .857. A part-time bargaining unit member teaching 3 of 7 periods has teaching time of .429.

$$\frac{.429}{.857} = .50 \text{ FTE Pro Ration}$$

ADDITIONAL COMPENSATION:

- A. The following positions are eligible for extra work days annually, calculated on a per diem of the employee’s step and scale of the master agreement (on a pro-rata basis):

Position	Number of Days Annually
High School Counselor	10 days
Middle School Counselor	10 days
Elementary School Counselor	Up to 10 days*
Kindergarten Teacher	Up to 5 days**

* The number of additional days is subject to mutual agreement between the elementary school counselor and the elementary principal.

** The number of additional days (or compensatory time) is subject to mutual agreement between the kindergarten teacher and the elementary principal.

- B. All lateral movement on Salary Schedule A is on the condition of holding a “qualified” Certificate (see Article XIII, C, 2). For advancement horizontally, course work must be for graduate degree program.

1. Course work taken during the summer must be in the field of teaching or related field unless assigned to a teaching position during the summer.

Related field would be as follows:

- a. Teaching in your minor field, major would be related.
- b. All courses in counseling, school administration.
- c. All elementary courses if an elementary teacher.
- d. Cognate courses in Master’s program.
- e. Any courses that are in the field you are teaching.
- f. Teaching in your major field, minors would be related.

2. Professional Growth and Development

- a. Any bargaining unit member who successfully completes a course at a state-supported, Michigan-accredited institution will be reimbursed at the rate of one-half of the tuition charge of the institution offering the course, providing the course is approved in advance by the Superintendent of Schools.
- b. In the event the Employer requires a bargaining unit member to take a course, the Employer shall after successful completion of the course reimburse the entire cost of the tuition to the bargaining unit member.

SCHEDULE A-1 INSURANCE

- A. The Employer shall provide the following full capped amounts as determined by the publicly funded health insurance contribution act toward the Bargaining Unit Member's elected MESSA health care insurance plan, including funding the cap increase when determined by the State, while dental, vision, life and LTD insurance coverage as described below shall be fully funded by the Employer for twelve full months per contract year, as provided below:

Rates at time of this agreement (2022):

Full Family: \$19,921.45 per coverage year

Two Person: \$15,276.01 per coverage year

Single Subscriber: \$7,304.51 per coverage year

The aforementioned amounts shall be adjusted per the publicly funded health insurance contribution act to be consistent with the "caps" in section 3 of that legislation.

Plan A (for employees needing health insurance):

1. Health – MESSA Choices II, \$500/\$1000 deductible; \$20 office co-pay; Saver Rx

OR

Plan C (for employees needing health insurance): MESSA ABC 1 Rx \$1,400/\$2,800

On an annual basis no later than November 1 of each year, the Association shall have the opportunity to elect the ABC Plan 1 on an individual or group basis, to begin on January 1 of the next calendar year.

2. Dental – Delta Dental Internal/External COB 100/90S/90, \$1,500, 90: \$3,200
3. Vision – VSP 3+
4. Negotiated Life – \$50,000 AD&D
5. Long-Term Disability – 60%/90 calendar day; modified fill; \$5,000 monthly maximum; alcohol/drug and mental/nervous conditions (2 year limit); freeze on offsets

Plan B (for employees not needing health insurance)

6. Dental – Delta Dental Internal/External COB 100/90S/90, \$1,500, 90: \$3,200
7. Vision – VSP 3+
8. Negotiated Life – \$50,000 AD&D
9. Long-Term Disability – same as above, 60%
10. Cash in Lieu Options – The single subscriber legislative CAP amount as described in section A above shall be used to determine the cash in lieu amount paid to Bargaining Unit Members electing Plan B.

- B. The Employer shall provide the above contributions toward MESSA health care coverage in addition to fully paid dental, vision, negotiated life and LTD as described above in section A according to terms of Plan A and B for the bargaining unit member and his/her entire family, including sponsored dependents for a full twelve months per year for the duration of this agreement. The Employer shall sign an Employer participation agreement.
- C. Bargaining unit members not electing MESSA Plan A will select MESSA Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted using pre-tax dollars. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

- D. If the health insurance premiums are below the hard cap, the district shall deposit the difference in each bargaining unit member's health savings account (HSA) in an equal amount for each pay period.
- E. The Association will determine the MESSA healthcare plan options and report those choices to the District by November 1.

SCHEDULE B – EXTRA DUTY PAY

2021-2022

Schedule B									
Step	Years	20%	15%	10%	8%	7%	5%	4%	2%
1	1-2	\$8,193	\$6,145	\$4,096	\$3,277	\$2,868	\$2,048	\$1,639	\$819
2	3-4	\$8,521	\$6,390	\$4,260	\$3,408	\$2,982	\$2,130	\$1,704	\$852
3	5-6	\$8,861	\$6,646	\$4,431	\$3,545	\$3,102	\$2,215	\$1,772	\$886
4	7-8	\$9,216	\$6,912	\$4,608	\$3,686	\$3,226	\$2,304	\$1,843	\$922
5	9+	\$9,585	\$7,188	\$4,792	\$3,834	\$3,355	\$2,396	\$1,917	\$958

2022-2023

Schedule B									
Step	Years	20%	15%	10%	8%	7%	5%	4%	2%
1	1-2	\$8,439	\$6,329	\$4,219	\$3,375	\$2,954	\$2,110	\$1,688	\$844
2	3-4	\$8,776	\$6,582	\$4,388	\$3,510	\$3,072	\$2,194	\$1,755	\$878
3	5-6	\$9,127	\$6,845	\$4,564	\$3,651	\$3,195	\$2,282	\$1,825	\$913
4	7-8	\$9,492	\$7,119	\$4,746	\$3,797	\$3,322	\$2,373	\$1,898	\$949
5	9+	\$9,872	\$7,404	\$4,936	\$3,949	\$3,455	\$2,468	\$1,974	\$987

2023-2024

Schedule B									
Step	Years	20%	15%	10%	8%	7%	5%	4%	2%
1	1-2	\$8,692	\$6,519	\$4,346	\$3,477	\$3,042	\$2,173	\$1,738	\$869
2	3-4	\$9,040	\$6,780	\$4,520	\$3,616	\$3,164	\$2,260	\$1,808	\$904
3	5-6	\$9,401	\$7,051	\$4,701	\$3,760	\$3,290	\$2,350	\$1,880	\$940
4	7-8	\$9,777	\$7,333	\$4,889	\$3,911	\$3,422	\$2,444	\$1,955	\$978
5	9+	10,168	\$7,626	\$5,084	\$4,067	\$3,559	\$2,542	\$2,034	\$1,017

Schedule B – Extra Duty Pay

Athletics (Refer to **Schedule B** table, above)

Athletic Director (1)	20%
Band Director (1)	15%
Head Football (1)	10%
Head Basketball (1)	10%
Head Volleyball (1)	10%
Head Track (1)	10%
Head Baseball (1)	8%
Head Softball (1)	8%
Assistant Football (1)	7%
JV Basketball (1)	7%
JV Volleyball (1)	7%
Cross Country (1)	7%
Assistant Track (1)	4%
8th Grade Basketball (1)	4%
7th Grade Basketball (1)	4%
Assistant Baseball* (1)	4%
Assistant Softball* (1)	4%
MS Volleyball (1)	4%
MS Football (1)	4%

MS Track (1)	4%
MS Assistant Track* (1)	2%
* Only if the number of team participants exceeds 15	
Track Technology	\$500

Non-Athletics (Flat Rate)

Webmaster	\$1,750
Advanced Placement (per semester)	\$1,650
Drama Director (1)	\$1,325
Elementary Choir (1)	\$1,325
Musical Director (1)	\$1,325
SCECH Coordinator	\$1,050
Yearbook (1)	\$990
National Honor Society (1)	\$700
Student Council (1)	\$700
Art Director (1)	\$660
Senior Class Sponsor (1)	\$500
Junior Class Sponsor (1)	\$700
Sophomore Class Sponsor (1)	\$400
Freshman Class Sponsor (1)	\$400
Middle School Sponsor (1)	\$450
Professional Learning Community [PLC] Leader (each)**	\$400
Club Sponsor (1 per club)	\$400

** Up to four (4) positions across the district (K-12) may be funded

Schedule B positions identified as single (1) may be shared by up to two (2) persons, with each receiving 50% of the associated Schedule B payment amount, at the discretion of the Superintendent or designee.

Other Schedule B positions that are added – which are not listed in the current contract – shall be treated the same as the above activities.

The School District In-service/Professional Development Fund will receive an annual appropriation of eight thousand (\$8,000) to be used for professional development activities that address:

- (a) School improvement target goal priorities, or;
- (b) School district professional development priorities, or;
- (c) Individual staff professional development plan priorities.

Bargaining unit members may submit requests to the Superintendent for disbursements from this fund. All such requests must be submitted for approval prior to the work being done.

Requests will be approved/disapproved based on the above criteria, and a copy of the approval/disapproval will be returned to the individual(s) making the request(s), with a copy to the BEA President. Disbursements from said fund will be based on a rate of thirty-five dollars (\$35.00) per hour or two hundred ten dollars (\$210.00) per day for activities outside the contracted work week or year.

Further, staff filling hourly substitute positions on an emergency basis shall be compensated at the rate of thirty-five dollars (\$35.00) per hour.

SCHEDULE C – CALENDAR
Bellaire Public Schools Calendar
(Semesters/180 Student Instructional Days/185 Teacher Work Days)
2021-2022, 2022-2023, 2023-2024
To be determined between local BEA and Board of Education
CALENDAR AND MAKE-UP DAYS

Two of the above full student instruction days may be reduced to 0.5 student instruction days to allow for two 0.5 days of teacher in-service.

The above calendar shall meet the required number of student contact hours and professional development hours/days mandated by law and/or the Michigan Department of Education.

Student instruction days scheduled in the calendar which are canceled due to “acts of God” (snow, ice, fog, epidemic, etc.) will be rescheduled as required by State Statute, the Department of Education, or the State Board of Education. Teachers required to work on both “acts of God” days and rescheduled days will be compensated at an individual teacher’s normal daily rate for days worked in excess of the teacher work days as listed in the calendar. Teachers required to work only on rescheduled days (not “acts of God” days) will receive no additional compensation. If it becomes necessary to make up student instruction days, those instruction days will be added on at the end of the school year.

The district and the Association will strive to follow the Northwest Education Services common calendar as developed in the areas of starting date, holiday recesses.

The parties to this agreement shall meet at least thirty (30) days prior to the end of the current school year and similarly again prior to the end of the succeeding school year to determine necessary action to be taken to comply with the state requirement regarding clock hours of instructional time. The parties agree that the district shall comply with such requirements and that additional student contact time, if needed shall be provided from within the existing student day or by adding days to the calendar that was in effect during the current school year.

ATTACHMENT "A"
GRIEVANCE REPORT FORM

LEVEL ONE

Date of Level One discussion with building principal: _____

LEVEL TWO

Grievance # _____ Bellaire Public Schools

Distribution of form:

- | | |
|-------------------------------------|----------------|
| 1. Superintendent | 3. Association |
| 2. Principal/Supervisor (Duplicate) | 4. Grievant |

Building Assignment _____ Name of Grievant _____ Date Filed _____

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature of Grievant

Date

Association Representative

Date

Date of Level Two meeting with Superintendent:

C. Disposition of Superintendent: _____

Signature of Superintendent or Designee

Date

D. Position of Grievant and/or Association: _____

Signature of Grievant Date Association Representative Date

LEVEL THREE

A. Date Received by Board of Education President or Designee: _____

B. Date Grievance heard by Board of Education: _____

C. Disposition of the Board: _____

Signature of Board President or Designee Date

D. Position of Grievant and/or Association: _____

Signature of Grievant Date Association Representative Date

LEVEL FOUR

A. Date submitted to Arbitration: _____

(Attach Arbitrator's Decision)

NOTE: ALL PROVISIONS OF ARTICLE XI OF THIS AGREEMENT WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.