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AGREEMENT

This agreement entered into this first day of July, 2003, and between the BOARD OF EDUCATION OF THE BELLEVUE COMMUNITY SCHOOLS, hereinafter called the Board, and the EATON COUNTY EDUCATION ASSOCIATION, MEANEA, hereinafter called the Association.

PREAMBLE

The Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment and it is agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Eaton County Education Association, MEA NEA, as the exclusive bargaining agent for all full time and regularly employed part-time certified personnel employed by the Board including ~~librarians~~ **media specialists**, speech and hearing therapists and teachers of the physically and mentally handicapped, guidance counselors and compensatory education employees. Such representation shall exclude athletic directorship and all supervisory personnel as defined under PERA and all other employees.
- B. The term "part-time teachers regularly employed" shall be defined as a certified teacher under contract who shall teach three (3) or more hours per day, but not full time, five (5) days per school week at the same position within any school year for an entire school year.
- C. The term "employee" when used herein shall refer to all teachers and other regularly employed certified personnel included under Paragraph A above, represented by the Association and employed by the Board. ~~All references to male employees shall include female employees~~
- D. The term "Association" as used herein shall refer to the Eaton County Education Association, MEA-NEA, and its designated agents.
- E. The term "Board" as used herein shall refer to the Bellevue Board of Education and its designated agents.
- F. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

ARTICLE II - BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Bellevue Community Schools, consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority duties and responsibilities conferred upon and vested in the Board 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 the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 4. The selection of textbooks and teaching materials and various teaching aids.
 5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 8. Establish personnel and student policies, rules and regulations.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this Agreement.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that all teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under the laws of the State of Michigan, the Board agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act, and that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. The Association shall request the use of school building facilities through the Superintendent or his/her representative for its meetings. These requests must be in writing and submitted at least twentyfour (24) hours in advance of the proposed meeting. The request is subject to the approval of the Superintendent or his/her representative. The Association shall reimburse the District for all costs associated with the use of such facilities in accordance with standard Board policy.
- C. The Association shall request the use of school equipment through the principal or his/her representative. The requests are subject to the approval of the principal or his/her representative. The Association shall pay the cost of all materials and supplies.
- D. Bulletin boards shall be made available on which the Association may post notices for its activities and matters of Association concern. The Association may use the inter-school mail service for communication to its members.
- E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation. The office shall be notified of arrival and departure.
- F. When requested by the Association, the Board agrees to make available public budgetary information and other public information which may be necessary for the Association to bargain collectively. All of said information shall be provided subject to the requirements of the Michigan Freedom of Information Act. Further, the Board agrees to provide the Association with any information which may be necessary to process a grievance or complaint, provided such does not violate the individual teacher's constitutional rights.
- G. The Board agrees to furnish to the Association copies of agendas and minutes of all Board meetings.

- H. Both the Association and the Board agree that each shall apply the provisions of this Agreement without regard to race, creed, religion, color, national origin, age, sex or marital status. The provisions of Article III, H shall be grievable through the Board level only.
- I. Parking, restroom and lavatory facilities exclusively for teachers' use, and a teachers' lounge, will be made available in schools as future remodeling or new building programs are planned.

-above language replaced with the following:

Parking, restroom, and lounge facilities for teachers' use will be available in each building.

- J. The existing telephone facilities will be made available to teachers for their reasonable use. Long distance calls shall be charged to the teacher placing the call, unless the call was made for school business and approved by the Superintendent or building principal.
- K. Vending machines may be installed by the Association in faculty rooms. The Association is responsible for all such machines.
- L. Teachers shall be responsible for reporting unsafe objects or conditions to the building principal as soon as reasonably possible upon learning of same. Teachers shall not be required to work under recognized unsafe or hazardous conditions.
- M. Teachers shall remain on duty as determined by the building administrator for the care and well-being of the students in the event of emergency situations such as, but not limited to, severe weather warnings, student disturbances or other situations or conditions which may threaten the health or safety of students.

ARTICLE IV - DUES, FEES AND PAYROLL DEDUCTIONS

- A. Within ten (10) days after the opening of school each year, the Secretary of the Association shall deliver to the Superintendent an authorization card signed by the teacher requesting deduction of membership dues of the Association including the National Education Association, the Michigan Education Association, the Eaton County Education Association and the Bellevue Education Association. Such authorization shall remain in effect from year to year unless revoked by the teacher in writing to the Association between July 1 and September 1 of a given year.

- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within ten (10) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association, in an amount established by the Association not to exceed the dues uniformly required to be paid by members of the Bellevue Education Association, provided however, that the teacher may authorize payroll deduction for such fee.
- C. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in the preceding section, the Board recognizes the right of the Association to pursue legal remedies outside the requirement of the Teacher Tenure Act for those teachers who are in non-compliance with regard to the dues and/or service fee provision of this Agreement and such teacher's membership contract with the Association.
- D. The Board will not refund nor be responsible for any refund of said dues after any one of the deductions has been made; nor will the Board contribute payment from any of its funds for a teacher's membership dues in the event of termination of a teacher's employment or for any other reason. Such deductions will be prorated and made from the second check issued each month from September through May and one check in June. This makes a total of ten (10) deductions. Such deductions will be remitted as billed by separate check to the MEA and the BEA Treasurer. Any authorization cards properly submitted later in the school year will be deducted in accordance with the above.
- E. The Board shall be held harmless from all cause as a result of any legal action resulting from this Article, provided the Board is in substantial compliance with the provisions as stated in this Article.
- F. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for the tax sheltered annuities from a maximum of ten (10) companies approved by the Association with MEA/NEA Financial Services being one of those companies. Payroll deductions per check shall be as equal as possible.

ARTICLE V - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed written terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - 1. The termination of services or failure to reemploy any probationary teacher.
 - 2. Any claim or complaint for which there is another remedial procedure or forum established under the tenure law.
 - 3. Teacher evaluations, except as provided in Article IX of this Agreement.

- B. The Association shall designate representatives to handle grievances. The Board designates the principal of each building to act as its representative at Level One and the Superintendent or his/her designated representative to act at Level Two.
- C. The term "days" as used herein shall mean working days. During the summer months, days shall refer to Monday through Friday, excluding holidays.
- D. Written grievances, as required herein, shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violations.
 4. It shall cite the section or subsections of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration. **A teacher is entitled to be accompanied by an Association rep at any level of the grievance procedure.**
- F. **Level One**
1. Prior to filing a written grievance, the teacher shall orally discuss the grievance with the building principal in an attempt to resolve the same. Said discussion with the building principal shall include a statement by the teacher and/or his/her association representative of the contractual basis for the grievance.
 2. The oral discussion of a grievance must occur no later than fifteen (15) days after its alleged occurrence **or knowledge of its alleged**

occurrence in order to meet the timelines for filing the written grievance at level two.

3. If no resolution is reached within ~~five (5)~~ **ten (10)** days of the oral discussion, the written grievance may be filed at Level Two.

G. Level Two

1. Grievances may be filed at level two if they are not resolved at level one. Grievances that involve more than one bargaining unit member and grievances that the principal has no authority to settle may be initiated at level two. The written grievance shall be filed with the Superintendent or his/her designated agent at Level Two within twenty (20) days of its alleged occurrence.
2. Within ~~five (5)~~ **ten (10)** days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and the designated Association representative to discuss the grievance. **If the meeting can't be held within ten (10) days it may be extended by mutual agreement.**
3. Within ~~five (5)~~ **ten (10)** days of the level two discussion, the Superintendent or his/her designated agent shall render a decision in writing, transmitting a copy of the same to the grievant, **the Association President**, the Association **grievance** representative, the principal of the building in which the grievance arose and place a copy of same in a permanent file in his/her office.

Within ten (10) days of receipt of the Superintendent's decision, the Association may appeal to the Board of Education.

If no decision is rendered within ~~five (5)~~ **ten (10)** days of the discussion in G., 2., above ~~or if the decision is unsatisfactory to the grievant and the Association, the grievant may, within ten (10) twenty (20) days of the discussion, appeal same to the Board of Education by filing such written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board.~~

H. Level Three

1. Upon proper filing as specified in Level Two, the Board shall allow the teacher and association representative an opportunity to be heard at the next regularly scheduled board meeting.
2. The written decision of the board shall be provided within five (5) days after the next regular Board meeting following the hearing of the grievance.

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

I. **Level Four**

1. Individual teachers shall not have the right to process a grievance at Level Four.
2. If the Association is not satisfied with the disposition of the grievance at Level Three and the Association desires to process it to arbitration, it must, within ten (10) days after receipt of the decision of the Board, submit the matter for arbitration to the American Arbitration Association (with a copy concurrently served upon the school district), in accordance with its rules, which shall likewise govern the hearing. If the parties cannot agree upon an arbitrator, one shall be selected in accordance with the rules of the American Arbitration Association.
3. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at an earlier step of the Grievance Procedure. Each party shall submit to the other party, no less than seven (7) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
4. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
5. Powers of the arbitrator are subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. The arbitrator shall have no power to establish salary scales or to change any salary.
 - c. The arbitrator shall hear only one (1) grievance, unless the parties otherwise mutually agree in writing.
 - d. The arbitrator shall have no power to interpret state or federal law.
 - e. The arbitrator shall not hear any grievance which has been previously determined non-arbitrable under this Agreement.
 - f. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event,

however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

- J. The fees and expenses of the arbitrator shall be shared at the rate of fifty percent (50%) for the Association and fifty percent (50%) for the Board.
- K. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) all further proceedings on a previously instituted grievance shall be barred.
- L. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be at his/her assigned duty station.
- M. The time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement of the parties. In the event a grievance is filed after May 15 of any year, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- N. Notwithstanding the expiration of this Master Agreement, any claim or grievance initially filed before the expiration of this Master Agreement may be processed through the Grievance Procedure until resolved.
- O. By mutual agreement, expedited arbitration may be used in Level Four. Rules of the American Arbitration Association for expedited labor arbitration will be used.
- P. No reprisals of any kind shall be taken by or against any party of interest or any participant in the Grievance procedure by reason of such participation.

ARTICLE VI - NEGOTIATIONS PROCEDURES

- A. No later than ~~April~~ **February** 1 of the final year of this Agreement, the parties will begin negotiations for a new contract covering wages, hours, terms and conditions of employment.
- B. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- C. The Association shall designate teachers in each of the buildings as Association representatives. The principals and the Association representatives will meet periodically to review the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the Grievance Procedure.

- D. Should any article, section or supplement to this Agreement be held invalid by operation of law or by tribunal of competent jurisdiction or if compliance shall not be effected thereby, the parties shall enter into immediate negotiations for the purpose of replacing such article or section.

ARTICLE VII - TEACHING CONDITIONS

A. Hours and Workload

1. The normal school day for teachers shall be no more than seven (7) hours and thirty (30) minutes between the hours of 7:45 a.m. and 3:30 p.m. As professionals it is understood that there is the need for additional time other than this to grade papers, prepare lesson plans, write curriculum, and participate in workshops to improve our skills to benefit students.
2. High school teachers shall be provided a minimum of fifty-five (55) minutes preparation per day. When the high school is organized under a traditional six (6) hour plan, the teacher's normal teaching load shall not exceed twenty-five (25) teaching periods and five (5) unassigned preparation periods per week.
3. When the high school is organized under an eight (8) period plan, commonly referred to as the Hillcrest Plan, the teacher's normal teaching load shall not exceed twelve (12) teaching periods of ninety (90) minutes each and six (6) periods of forty-five (45) minutes each per week. In addition, each teacher shall be scheduled for four (4) unassigned preparation periods of ninety (90) minutes and two (2) of fortyfive (45) minutes per week.
4. Middle school teachers shall be provided an average of fifty-five (55) minutes preparation per day within the teaching week.
5. Elementary teachers shall be provided with total preparation time equivalent to that of the middle school and high school teachers.

When scheduling allows and upon mutual agreement between the building administrator and staff, preparation time shall be one continuous and uninterrupted period of time each day. At no time will the Board be expected to hire additional personnel to effect ~~to effect~~ **affect** this provision of the contract.

6. All teachers shall be entitled to a dutyfree, uninterrupted lunch period of not less than thirty-five (35) minutes. In the event a teacher assumes lunchroom supervision, he shall be compensated at the rate listed in Article XIII.

7. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
8. When a special activity teacher is absent, a substitute will be provided. If a substitute is unavailable, the classroom teacher will be responsible for carrying on regular instructional activities and will be compensated for this extra classroom time at the rate of ten (10) dollars and fifty cents (\$10.50) per thirty (30) minute period, twenty-one dollars (\$21.00) per hour. This is in effect only when such services are contracted by the School Board.
9. Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the building.
10. In addition to the duty-free lunch time and preparation time, a teacher who is assigned to teach in more than one building, in a single day shall be provided a fifteen (15) minute travel allowance for each required change in building assignment.
11. In order to allow teachers adequate time to plan and perform professional and personal responsibilities without undue conflict, it is agreed that teachers will be notified twenty-four (24) hours in advance of a meeting called by the administration, except in cases of emergency. Normally, the second and fourth Tuesday of each month shall be reserved for faculty meetings.
12. Teachers shall be permitted to leave the buildings within ten (10) minutes after students are dismissed due to adverse weather conditions.
13. Teachers shall not be required to report for work when students are not expected to attend school except as indicated in the school calendar. In the event an employee has requested sick or personal business leave when school is closed for the above reasons, ~~he~~ **he/she** shall suffer neither loss of leave time nor loss of salary.
14. Teachers are expected to be available for open house, student, parent or professional conferences and for faculty and curriculum meetings. It is further encouraged that teachers participate in, and support the activities that help our students to grow academically, socially, and physically.
 - a. As much as possible, open houses will be scheduled so as not to conflict with teachers enrolled in graduate study. By October 1 of each year, teachers will notify the building principal of the night(s) on which such classes meet.
 - b. Whenever it is necessary to schedule an open house that conflicts with a teacher's graduate class, the teacher ~~will later~~ **shall notify and** invite each parent, ~~who attended the open house and made an~~

~~express wish to see that teacher, prior to the open house to visit that classroom.~~

~~15. Five (5) minutes prior to the beginning of classes in the morning, if requested by the building administrator, twentyfive percent (25%) of the teachers, on a rotating basis, will stand in the doorways of their classrooms so that both the hallway area and their classrooms are visible. It is understood that an incident in either the hallway or the classroom may require a teacher to leave his/her station in the doorway. This time of hall and classroom observation shall not qualify a teacher for extra compensation.~~

16. The parties recognize that the hours of student contact time specified in this Article shall be adjusted as necessary to meet all requirements of the School Code and State School Aid Act for full receipt of foundation allowances and other appropriations. The manner by which the adjustments will be made shall be subject to negotiation between the Board and the Association.

B. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county or state health authorities) will be rescheduled to ensure that the District will incur no loss in state aid. Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation. Rescheduling shall be accomplished as specified in the calendars included within this Agreement. In the event that the number of membership days is increased the parties agree to open the contract to bargain additional compensation for those days.

C. Class Size

1. The following are suggested as maximum on class size.

<u>Elementary</u>		<u>Secondary</u>	
K-2	23	General	30
3-6	30	Business	30
7-8	30	Typing	32
		Ind. Arts	25
		Drafting	25
		Homemaking	28
		P.E.	40
		Art	25
		Band/Choir at discretion of director	

A teacher whose class size exceeds the suggested maximum after the conclusion of the first two weeks (ten work days) of any semester, is entitled to receive additional compensation of \$.75 per student per clock

hour for each student over the suggested maximum for the class for each hour the suggested maximum has been exceeded from the beginning of the semester. (The rate shall increase to \$.90 for 2001-2002 and \$1.00 for 2002-2003.) To receive said additional compensation, a teacher must submit an application for the compensation to the building principal no later than the end of the first full week after the last day of the semester. Said compensation shall be paid once per semester in a check separate from the teacher's regular salary payment. Such payment shall be made for violations of C., 4., below in the same manner.

2. When Special Education students are mainstreamed into regular classrooms, care shall be given to maintain an equal distribution (to the extent possible as schedules allow) of these students between classrooms at any given grade level.
3. A teacher who feels his/her class size is in gross violation of the intent of this Section may file a complaint with the building principal. In the event the teacher is not satisfied with the results obtained, the teacher may request a hearing with the Superintendent.
4. Class size shall not exceed the actual teaching stations available.

D. Assignments and Qualifications

1. Teachers shall not be assigned outside the scope of their teaching certificates, endorsements or their major or minor fields of study, except temporarily and for good cause. The Association shall be so notified in each instance. Teachers will be given tentative written assignments no later than the end of the school year.
2. Teachers who will be affected by a change in grade assignments in the elementary school grades, and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practical. Such changes will be voluntary to the extent possible. Teachers will be consulted regarding possible combination of classes.
3. Any assignment in addition to the normal teacher schedule, as enumerated in Appendix B, shall not be obligatory, but shall be with the teacher's consent. All such positions shall be posted and filled in accordance with Article X of this Agreement.
4. In regard to student teachers, if any compensation is received from the supervising college or university for services rendered by the Bellevue Community Schools, that money shall be transmitted to the critic teacher to purchase classroom supplies which are to be approved by the Superintendent.

5. A teacher shall not be assigned the duties of another teacher without his/her consent.
- E. Whenever possible, prior to actual placement of a self-contained special education student into a teacher's class, that teacher shall have the opportunity to observe that student and confer with the student's teacher and/or consultant.

ARTICLE VIII - TEACHER PROTECTION

- A. The administration shall give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline in the classroom. All disciplinary actions and methods invoked by teachers shall be reasonable and just and in accordance with established Board policy.
1. A teacher may exclude a pupil from a class for persistent misbehavior and disruption of the classroom. A teacher may send a student to the principal for misbehavior in or on the school grounds. In such cases, the teacher will furnish the principal, as promptly as the teacher's teaching obligations will allow, full particulars in writing. The pupil shall not be returned to the teacher's class or classes until consultation by the principal with the teacher and the student.
 2. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board, by discretionary action, may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
 3. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board, by discretionary action, may provide legal counsel and render necessary assistance to the teacher in the teacher's defense.
- B. If a complaint directed toward a teacher is to be called to the attention of the teacher, it shall be done within fifteen (15) working days of the administration's knowledge of such complaint. No record of a complaint shall be included in the teacher's personnel file unless the teacher has received timely notification of the complaint, and has been given an opportunity to respond orally and/or in writing to the complaint.
- C. A teacher shall at all times be entitled to have present a representative of the Association when the teacher is being warned or disciplined for any infractions of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until

such representative of the Association is present. A teacher who refuses representation shall do so in writing. Copies shall be provided to administration, the Association, and the teacher.

- D. No teacher shall be disciplined or reprimanded without just cause. Reasons for disciplinary actions will be made available to the teacher.
- E. A teacher shall have the right to review his/her personnel file and to have an Association representative accompany him/her in such review. Confidential credential materials shall be excluded from such review.
- F. The private and personal life of any teacher is not within the appropriate concern of the Board, except as it may affect his/her effectiveness as a teacher.
- G. Alleged breaches of discipline, rules, regulations or directions shall be promptly reported to the teacher. In recognition of the concept of progressive correction, the Board shall provide the employee with written notification of any alleged breaches, indicate expected correction and indicate a reasonable period for correction, except when the nature of the breach warrants immediate disciplinary action. Generally, the following procedure shall be followed if disciplinary action is required. In severe instances of misconduct, disciplinary action may skip one or more of the steps below.

1. Verbal Warning

If the situation is not corrected after notification of the breach (including expected correction and reasonable period for correction) has been issued, the immediate supervisor will issue a verbal warning. The teacher shall be informed orally that he/she is being issued a verbal warning regarding the particular breach for which the warning is being issued. The warning shall include a statement that indicates unless the situation is corrected, the teacher shall be subject to further discipline.

2. Written Reprimand

If the situation is not corrected through the verbal warning process, the immediate supervisor shall provide the employee a written reprimand within five (5) workdays of the next breach [or within five (5) workdays of the supervisor's knowledge of the next breach] following the verbal warning. The reprimand shall include a statement that indicates unless the situation is corrected, the teacher shall be subject to further discipline.

3. Suspension

If the situation is not corrected through Steps 1., and 2., above, the Superintendent may impose suspension without pay for up to three (3) contractual workdays. Such a suspension shall only be imposed for repeated breaches that are sufficiently serious to warrant a loss of pay or

that indicate the teacher is disregarding disciplinary measures in such a way as to be considered insubordinate.

4. Termination of Employment

Termination of any teacher's employment shall be in accordance with the Teacher Tenure Act of the State of Michigan.

- H. Any participation in S.I.P./S.B.D.M. Committee meetings outside the contractual workday shall be voluntary. Further, said committees shall not have the authority to institute any change that is contrary to any term or provision of the Master Agreement except as mutually agreed in writing by the Board and the Association.

ARTICLE IX - TEACHER EVALUATION

- A. The evaluation of the performance of each employe in the school system is the responsibility of the administration. Before evaluation begins in any school year, the building administrator will meet with the teacher(s) in his/her building to discuss criteria for evaluation. Teachers shall have prior notification of criteria that is to be used in the written evaluation.
- B. All monitoring and observation of a teacher shall be conducted openly with the teacher's knowledge.
- C. When the evaluation includes adverse comments, the evaluator shall provide the teacher with documentation in the form of example, illustration or other written graphic presentation of the deficient performance to substantiate the adverse comments and make written recommendations or suggestions as to how the teacher's performance may be corrected. Subsequent evaluations shall show that any previously noted deficiency has been corrected or shall provide updated supporting documentation that the deficiency still exists.
- D. Formal classroom observations shall be conducted by the building administrator. During formal classroom observations only one (1) administrator shall be present.
1. Formal classroom observation shall be at least thirty (30) minutes in duration or the length of the instructional period, if the instructional period is of lesser duration.
 2. Within ten (10) working days after the evaluator's observation, the evaluator shall have a conference with the employee to review the observation.
- E. The performance of all teachers shall be evaluated in writing in accordance with the following:

1. Probationary teachers shall be evaluated in writing at least twice each year, once on or before December 1 and again on or before March 15.
 2. Tenure teachers shall be evaluated in writing at least once each two (2) year period.
- F. Three (3) copies of the written evaluation shall be submitted to the teacher, two (2) to be signed and returned to the administrator and one (1) to be retained by the teacher. The teacher's signature shall not necessarily mean agreement with the content of the evaluation, but that he has reviewed the material. The teacher may attach a written reply to the evaluation within ten (10) working days after receipt of the evaluation.
- G. Documents of an evaluative nature shall first be signed and dated prior to insertion into the personnel file. Should the teacher disagree with the content of the item being placed in the personnel file, he/she may have his/her written objections attached to said item.
- H. Formal observations which will result in a written evaluation of performance shall not be scheduled on days immediately preceding or following any holiday or vacation period or immediately following a teacher's absence.
- I. The results of teacher evaluations are not subject to the Grievance Procedure. Teachers may, outside the Grievance Procedure, request a meeting with the Superintendent to discuss administrative comments, recommendations for improvement and the overall teacher performance rating which are part of the written evaluation.
- J. Erroneous data used by the administration in the evaluation shall be subject to the Grievance Procedure.

ARTICLE X - VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same and give written notice of such vacancy to the Secretary of the Association. Except for an emergency, no position shall be filled for ten (10) working days after notice has been given to the Secretary of the Association and said position has been posted in each building. In case of an emergency, the Superintendent shall meet with the President of the Association to explain the emergency.
- B. The Bellevue District teacher possessing the certification and qualifications to apply for such vacancies may do so in writing with the Superintendent's office within a ten (10) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the District, building, class level, area of specialization and other relevant factors.

- C. The Board reserves the sole right to hire and promote teachers on the basis of their qualifications. The Board further agrees to provide an explanation to any bargaining unit member not selected.
- D. Posting of such notices or vacancies mentioned in this Article shall be suspended when school is adjourned for the summer months, except that the President of the BEA shall be notified and said position shall be posted in the central office.
- E. Unrequested transfers of teachers are to be minimized and avoided whenever possible.
- F. Any bargaining unit member who shall be transferred to a full time supervisory or executive position and who shall later return to teacher status within two (2) years shall be entitled to retain such rights as said person had under this Agreement prior to such transfer to supervisory or executive status. The person transferred will gain no seniority in the time he works as a supervisor or executive. Any bargaining unit member who becomes a parttime supervisor or executive will continue to accrue seniority but cannot use that seniority to return to become a full time teacher.

ARTICLE XI - REDUCTION IN PERSONNEL

- A. Before official action on reduction of teachers is taken by the Board, it will give notice of the contemplated action to the Association and afford the Association an opportunity to discuss it with the Board. As soon as the teachers to be laid off are known, a list of the affected teachers shall be given to the Association.
- B. The Association and the Board shall jointly develop a seniority list and make the appropriate revisions as they occur. The seniority list shall be posted in all buildings during the months of October and May of each year.
 - 1. The teacher's seniority date shall be either the date of the initial contract or the first day worked, whichever comes first.
 - 2. Individual teachers having the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.
 - 3. The seniority list shall include the teacher's hire date and specify the areas in which the teacher is certified or qualified or endorsed.
 - 4. Only members of the bargaining unit shall accrue seniority within the bargaining unit.

- C. In the event of a necessary reduction in staff, such reduction shall be based upon seniority, certification, qualification or endorsement for the vacant position(s).
1. For purposes of this Agreement, seniority shall be defined as the number of continuous years of employment within the Bellevue School District. Unpaid leaves of absence, except where legally required, do not accrue seniority.
 2. Certification shall be defined as holding a valid teaching certificate as recognized by the State of Michigan.
 3. Qualified shall be defined at the elementary level as those teachers holding elementary certification. Elementary certified teachers will be qualified to teach in those areas that certification permits. At the secondary level, qualified shall be defined as those teachers holding secondary certification and who possess the appropriate majors and/or minors. In grades 7 and 8 "qualified" shall be a major and/or minor or have taken fifteen (15) college semester hours in the area.
- D. The Board shall lay off last those teachers with a valid Michigan teaching certificate having the greatest seniority in the District and who are qualified for the remaining positions. The Board shall give at least thirty (30) calendar days written notice of layoff to the Association and the affected employee(s).
1. Probationary teachers shall be laid off first.
 2. A tenure teacher shall not be laid off while any probationary teacher remains unless no tenure teacher is certified and qualified for the position(s) held by a probationary teacher(s).
 3. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers who are certified and qualified to fill the remaining position(s).
- E. Recall shall be in the inverse order of layoff, provided the teacher is certified and qualified to fill a vacant position.
1. The Board shall give written notice of recall by registered or certified mail at the teacher's last known address.
 2. It shall be the teacher's responsibility to notify the Board of any change in address.
 3. Should an employee fail to report for work or provide the Board with notice of his/her intent to return within ten (10) calendar days of the receipt of recall notification, unless an extension is granted in writing by the Board,

he/she shall be considered a voluntary quit and shall thereby terminate his/her employment relationship with the Board.

4. The right to recall for a tenured teacher shall be limited to five (5) years after layoff. The right to recall of a probationary teacher shall be limited to two (2) years after layoff. Thereafter, laid off teachers shall have no right to recall.
 5. The employee shall lose his/her right to recall when the District offers him/her a position equivalent to that at the time of layoff and he/she refuses such position.
 6. Upon recall from layoff, seniority and all other benefits under the Agreement shall be restored to the employees.
- F. In the event of a necessary reduction in staff, the Board agrees to grant any and all requests for leaves of absence up to one (1) year, irrespective of the employee's position on the seniority list, provided that the granting of such requests for leave shall not require the employment of new staff.
- G. When a laid off tenured teacher acquires additional certification or qualifications after layoff, the teacher shall be eligible for recall to the next available vacancy for which the teacher is certified and qualified and shall be recalled for the next school year to a position to be held by a probationary teacher for which the tenured teacher is certified and qualified. The teacher must file evidence of the newly acquired certification and/or qualifications no later than May 1 prior to the next school year to be recalled to a position to be held by a probationary teacher.

ARTICLE XII - LEAVES OF ABSENCE

A. Paid Leaves

1. Sick Leave: A teacher will be credited with ten (10) days of sick leave per school year for personal illness or accidental disability on the first day of the teacher's contract. If a regular teacher's contract starts later in the school year or if a teacher resigns without fulfilling the terms of the contract, the teacher will be allowed the total number of days equal to one (1) day per month (not to exceed ten (10) days) for each total month served through June of that school year. Unused sick leave shall be accumulative to one hundred forty-four (144) days. Teachers who have accumulated one hundred forty-four (144) sick leave days will also be credited with ten (10) non-accumulated sick days at the beginning of each school year. These ten (10) days will be subtracted prior to the accumulated one hundred forty-four (144) days. Each teacher shall be notified at the start of each school year the number of sick leave days said teacher has on credit.

2. Conditions for administering the sick leave policy are as follows:
 - a. The Board may require an M.D. or D.O.'s certificate for any personal illness or disability.
 - b. Sick leave shall include absence because of serious illness in the immediate family. Immediate family is spouse, parents, children, brothers, sisters and any person residing as part of the immediate household.
 - c. In case of extenuating circumstances, additional days may be granted by the Superintendent.
3. At the beginning of each school year, the teacher shall be credited with two (2) non-accumulative personal leave days to be used for personal matters. The teacher is not required to disclose the reason for requesting said leave.
 - a. Part-time employees shall receive a prorated portion of personal leave days.
 - b. The employee shall notify the principal or Superintendent seventy-two (72) hours in advance of the leave, except in case of emergency situations when personal leave may be used without the seventy-two (72) hour notification.
 - c. Not more than three (3) such absences shall be approved for the same day or days within the entire system.
 - d. At the end of a school year, any unused personal leave days shall be allowed to accumulate as sick days and be added to the teacher's accumulated sick leave under the provisions of section A, subsection 1 of this Article.
 - e. One (1) additional day or two (2) half days per year and not chargeable to the above-mentioned sick leave days or personal days will be allowed specifically and only for the purpose to allow a teacher to register for a course or courses at a college or university. An additional day or two (2) half days may be used for the same purpose, but will be charged to sick leave.
 - f. In the event of an unforeseen emergency, a teacher shall be allowed to leave the school without suffering any diminution of pay. This shall be charged to personal days or family illness on the basis of one-sixth ($1/6$) of a day for each hour absent from school. If the teacher has used said teacher's allotted paid leave days, the teacher will be docked in salary.

4. Leaves of absence with pay not chargeable against the teacher's sick leave allowance may be granted for the following reasons:
- a. A leave of absence with pay not chargeable against the employee's sick leave shall be granted for up to ten (10) days for the death of a spouse or child. Up to three (3) days shall be granted for death in the immediate family other than spouse or child (namely: parents, brothers, sisters, in-laws, grandparents, grandchildren and people living in the immediate household of the employee). Additional days used by the employee for death in the immediate family shall be deducted from his/her accumulated sick leave.
 - b. Court appearance when the teacher is representing the Bellevue Community Schools.
 - c. Visitation approved by the administration to visit other schools or for attending educational conferences or conventions.
 - d. Upon prior approval of the Superintendent, not more than two (2) teachers who are qualified officers of the local, district, regional or state Association may be absent the same school day. The total of such absences shall not exceed eight (8) school days per school year. The Association agrees to reimburse the school district for the salary of the substitute teacher for such engaged persons.
 - e. Time necessary to take the selective service physical examination.
 - f. Absence for jury duty or being subpoenaed as a witness in a case where the teacher and/or the District is not involved as a defendant in the same or related case, provided that the Board shall pay in salary only the amount equal to the difference between the teacher's salary as computed on a daily basis and the pay received for the jury service per day. The jury service paychecks shall be turned over to the school.
 - g. In cases of absence for military reserve duty not to exceed ten (10) working days, the Board will pay in salary only the amount equal to the difference between the teacher's salary computed on a daily basis and the pay received for military reserve duty.

The teacher reservist will present a written statement from said teacher's commanding officer stating that the teacher reservist cannot attend the reserve duty at any other time. The reservist must also present to the Superintendent a statement from the paymaster detailing money received while on reserve duty.

This will pertain only to those who will be fulfilling initial military obligations.

5. Sick leave and/or other paid leave taken under this Article shall be applied toward the teacher's entitlement to leave and benefits under the Family and Medical Leave Act where applicable as permitted by the Act.
- B. Unpaid Leaves: Leaves of absence without pay may be granted for the following purposes:
1. Any employee whose personal illness or disability extends beyond the period compensated in Section A of this Article shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability or for one (1) year, whichever is lesser.
 2. A leave of absence for up to one (1) year may be granted to an employee for the purpose of childcare. The object child of the leave may be prenatal, a newborn infant, a newly adopted child or a child suffering from a crippling, terminal or serious accident or illness. Said leave shall commence upon the request of the employee and notification to the Board. Such leave request must state a definite period of time.
 - a. For seniority and salary purposes, the employee shall be given credit for a full semester if he/she teaches sixty (60) or more days during the semester in which said leave was granted.
 - b. Granting of such leave shall in no way interrupt seniority and rights attendant thereto for said school year.
 - c. The employee shall be reinstated to the position vacated, provided he/she returns to active employment within the same school year from which request for leave was made.
 3. Educational improvement through further training
 4. Becoming an officer of a state association
 5. Military leave
 6. Campaign for or serve in a public office
 7. Peace Corp
 8. Sabbatical leave
 - a. Teachers who have been employed for seven (7) consecutive years in the Bellevue Community School District may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and

shall have said teacher's medical health insurance paid by the Board at the rate as stated in the Master Agreement.

- b. The teacher shall sign an agreement to return to service with the Bellevue Community School District upon termination of the sabbatical leave or refund any compensation received from the Bellevue School District while on leave within thirty (30) days of resignation, except as the Board shall, by special action, waive or alter such obligation.

9. To the extent required by the provisions of the federal Family and Medical Leave Act, an eligible teacher shall be granted leave for the purposes and subject to the terms and conditions as provided by that law in all respects.

C. General Leave Provisions

1. Upon return from any leave of absence, except as otherwise provided, the teacher shall be reinstated to a bargaining unit position for which he is certified and qualified.
2. Upon return from an unpaid leave of absence, the employee shall resume all rights and benefits under this Agreement.
3. Upon return from a medical or disability leave, the employee shall submit a doctor's statement certifying his/her ability to perform his/her assigned duties.
4. The Board may extend any leave of absence upon written application from the employee.
5. Except as provided elsewhere, the teacher shall provide the Board with written notice of his/her intent to return from an unpaid leave of absence by May 1 prior to the expiration of the leave.

ARTICLE XIII - PROFESSIONAL COMPENSATION

- A. The basic salaries for employees covered by this Agreement are set forth in Schedule A which is attached hereto and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. Compensation is paid on the basis of the negotiated calendar which delineates the number of student attendance days and the number of employee workdays. Any and all pay docking(s) shall be the appropriate fraction(s) of the total number of employee workdays as contained within the calendar.
- C. Employees new to the District may be granted full credit on the salary schedule as set forth in Schedule A for teaching experience acquired outside the District.

- D. Compensation for extra duty assignments shall be paid as set forth in Appendix B which is attached hereto and incorporated in this Agreement.
- E. The teachers may select a twenty-one (21) or twenty-six (26) week pay schedule, but not change after selection is made. By notifying the bookkeeper by May 1, the employee may have the balance of his/her contract at the close of the last workday.
- F. Upon qualification for a new salary step due to an advanced degree, additional hours or years of experience, an employee shall be advanced to the appropriate new salary step at the beginning of each semester, but in no case later than October 1 and February 1. The employee is responsible for providing the administration with the appropriate documentation for such advancement.
- G. For purposes of salary schedule placement only, one-half (1/2) step increase will be awarded to those employed as a teacher for a minimum of sixty (60) student attendance days per semester.
- H. In the event it becomes necessary for an employee to assume teaching responsibilities or other administratively assigned duties during his/her conference or preparation period, or when he/she is administratively assigned any non-teaching duty in addition to the normal work day, i.e., noon hour supervision, bus supervision, recess duty and all other such non-teaching duties, he/she shall be compensated at a rate of twentyone dollars (\$21.00) an hour or ten dollars and fifty cents (\$10.50) a half hour in addition to his/her regular salary. This rate shall also apply if an administrator requests that a teacher assume the responsibilities for two (2) classes of students at the same time, except in a team teaching situation. This "doubling up" of responsibilities shall occur only in unusual circumstances and shall not be a regular occurrence.
- I. Employees who are required in the course of their work to drive their personal automobile on school business shall be compensated at the current IRS rate.
- J. The Board agrees to pay an employee who is retiring and who has been in the District for at least fifteen (15) years, the employee's accumulated sick leave time at thirty-dollars (\$30.00) a day for all accumulated sick days. An employee must have accumulated at least eighty (80) days of sick leave to be eligible for this payment.
- K. An affirmative attendance policy is hereby instituted and shall be implemented as follows:
 - 1. Teachers who use no sick leave time in any given year shall be compensated at the current daily substitute teacher rate for three (3) days.

2. Teachers using no more than one (1) sick leave day in any given year shall be compensated at the current daily substitute teacher rate of two (2) days.
 3. Teachers using no more than two (2) sick leave days in any given year shall be compensated at the current daily substitute teacher rate for one (1) day.
- L. Teachers who complete Appendix B assignments or are due checks for overloaded classrooms or for other reasons may request that pay in a check separate from their regular paycheck. These requests must be submitted to the Personnel Office on or before the following dates: (Four dates to be determined after the calendar is established. These dates should be close to the end of Fall sports, the end of the first semester, the end of Spring sports, and immediately after the end of the year. See Appendix B.) Failure of a teacher to make such notice shall result in the extra compensation being included in the following regular paycheck.
- M. If a teacher does not return from an unpaid leave at its expiration, (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all unearned insurance premium payments made during the period of unpaid leave, as permitted by the Family and Medical Leave Act. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board.

ARTICLE XIV - INSURANCE PROTECTION

- A. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing October 1 and ending September 30, even though the employee may not be returning the next school year. In the event the employee secures other insurance coverage prior to October 1, the Board may terminate insurance coverage earlier than October 1 for that employee.
- B. The Board shall provide one of the following for a full twelve (12) month period for the employee's entire family.

Plan A (for employees needing health insurance)

Health:	Super Care I (or MESSA TriMed as of July 1, 2001)
LTD:	66 2/3%, Plan I
	90 calendar days modified fill
	\$2,500 maximum
	Freeze on offsets
	Alcoholism/Drug addiction - 2 year
	Mental/nervous same as any other illness

Delta Dental: 60/60/60 with \$1,000 for Orthodontics
Vision: VSP-2
Life: \$45,000 AD & D

Plan B (for employees not needing health insurance)

LTD: Same as above
Delta Dental: 50/50/50 with \$1,000 for Orthodontics
Vision: VSP-3
Life: \$50,000 AD & D
Options: \$100 Cash

The Employer and Association shall negotiate an IRS Section 125 plan to accommodate this option.

~~Effective July 1, 2001, the "Health" portion of Plan A that is fully paid by the Board shall be MESSA TriMed. Employees electing MESSA Super Care 1 shall sign the appropriate agreement to have any premium in addition to the Plan A premium with TriMed deducted from their paychecks through the District's Section 125 Plan.~~

Effective July 1, 2003, the District shall pay a maximum of a 12% increase in the Plan A premium over the Plan A premium for 200102 with MESSA TriMed coverage. **\$946.41 for the MESSA TriMed PAC rate which fully covers the monthly premium costs from July 1, 2004 to June 30, 2005.** Employees electing MESSA Super Care 1 coverage shall be responsible for the difference between the District's obligation for Plan A with TriMed and the cost of the Plan with Super Care 1. Employees who elect Plan A shall sign the appropriate agreement to have premium amounts in excess of those for which the District is responsible deducted from their paychecks through the IRS Section 125 Plan.

- C. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. It shall be the responsibility of the teacher to so notify the Board of any coverages.

In instances where the cost of coverage exceeds the amount of subsidy, the Board shall make provisions for the excess to be payroll deductible.

- D. Part-time employees if they select Plan A above shall receive the following percentage of the benefit provided to a full time employee:

94% if 3/4 time but less than full time.
88% if 1/2 time but less than full time.
70% if less than 1/2 time.

- E. The Board will not contribute to the cost of health care insurance for a teacher on an unpaid leave of absence, but the teacher may pay the cost of said insurance for one (1) year. Any teacher on a medical leave will be provided all fringe benefits.
- F. The Board will not continue to contribute toward the cost of health care insurance for a teacher whose employment terminates before the close of the school year, but he/she shall receive the prorated portion of the annual premium to which he/she is entitled.
- G. The Board shall not be required to provide a duplication of coverage.
- H. Payroll deductions will be available to the employee for all MEA programs and the School Employees Credit Union.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of the negotiated contract that has been entered into covering the same school year as the said individual teacher contracts cover.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be furnished at the expense of the Board and the Association and be made available to each teacher now employed or hereafter employed by the Board. In addition, the Association will be provided with twelve (12) extra copies.
- D. There shall be four (4) signed copies of the final Agreement. One (1) copy shall be retained by the Board, one (1) by the Superintendent and two (2) by the Association.
- E. Individual employment contracts shall be issued within thirty (30) days of the conclusion of negotiations between the parties or by September 30, whichever is later.

ARTICLE XVI - DURATION

This Agreement shall be effective as of the 1st day of July, 2003 and shall continue in effect until the 1st day of July, 2005. This Agreement shall not be extended orally and it is expressly understood that all of its terms shall expire on the date indicated.

EATON COUNTY EDUCATION ASSOCIATION,
MEA-NEA

BELLEVUE BOARD OF EDUCATION

President

President

Vice President

Secretary

Chief Negotiator

Superintendent

BEA President

Date _____

APPENDIX A - Salary Schedule

20023 - 20034 Salary Schedule - 0% increase

Step	BA	BA+18**	MA
0	\$28,618	\$29,247	\$30,195
1	\$30,331	\$31,032	\$32,039
2	\$32,045	\$32,821	\$33,884
3	\$33,757	\$34,605	\$35,726
4	\$35,473	\$36,393	\$37,569
5	\$37,185	\$38,179	\$39,415
6	\$38,898	\$39,966	\$41,259
7		\$41,752	\$43,102
8		\$43,541	\$44,949
9		\$45,326	\$46,787
10		\$47,114	\$48,637
11		\$48,903	\$50,491
12	\$52,206*	\$53,374	\$55,079

* Only persons on this step as of August 24, 1990 will be paid at this rate.

** Persons in this column as of August 24, 1990 with less than 18 hours in addition to their BA Degree will remain in this column.

After one year on Step 12, \$1,500.00 will be added to the teacher's salary as a longevity increment

APPENDIX A - Salary Schedule

2004 - 2005 Salary Schedule - 4.2% increase initiated at 2nd semester.

The 4.2% increase was designed to offset a freeze in 200304. At the Board's request, the Association agreed to 2.1% spread out over the entire 200304 year. The Board preferred it be set up this way to make it easier for bookkeeping.

2004-2005 Salary Schedule - 4.2%

Step	BA	BA+18**	MA
0	\$29,820	\$30,475	\$31,463
1	\$31,605	\$32,335	\$33,385
2	\$33,391	\$34,199	\$35,307
3	\$35,175	\$36,058	\$37,226
4	\$36,963	\$37,922	\$39,147
5	\$38,747	\$39,783	\$41,070
6	\$40,532	\$41,645	\$42,992
7		\$43,506	\$44,912
8		\$45,370	\$46,837
9		\$47,230	\$48,752
10		\$49,093	\$50,680
11		\$50,957	\$52,612
12	\$55,962*	\$57,179	\$58,955

* Only persons on this step as of August 24, 1990 will be paid at this rate.

** Persons in this column as of August 24, 1990 with less than 18 hours in addition to their BA Degree will remain in this column.

After one year on Step 12, \$1,500.00 will be added to the teacher's salary as a longevity increment. **** Beginning with the 2004-05 school year, \$1,500 longevity will be rolled into Step 12.**

(2004-2005 Salary Schedule - 2.1%)

Step	BA	BA+18**	MA
0	\$29,219	\$29,864	\$30,829
1	\$30,968	\$31,684	\$32,712
2	\$32,718	\$33,510	\$34,596
3	\$34,466	\$35,331	\$36,476
4	\$36,218	\$37,157	\$38,358
5	\$37,966	\$38,981	\$40,243
6	\$39,715	\$40,805	\$42,125
7		\$42,629	\$44,007
8		\$44,455	\$45,892
9		\$46,278	\$47,770
10		\$48,103	\$49,658
11		\$49,930	\$51,551
12	\$54,833*	\$56,026	\$57,767

APPENDIX B Extra-Curricular Compensation Schedule

- A. The termination of services or failure to reemploy any teacher to a position on this schedule is not subject to the Grievance procedure.
- B. All positions on this schedule are nontenured positions.
- C. These percentages apply to the BA base plus years of experience in each assignment as listed below regardless of the level of assignment. However, no person currently on this schedule shall receive less than he received last year.

Steps	<u>20023-034 (0%)</u>	<u>2004-05 (4.2%)</u>	<u>2004-05 (2.1%)</u>
0	\$28,618		
1	30,331	31,605	30,968
2	32,045	33,391	32,718
3	33,758	35,176	34,467
4	35,473	36,963	36,218
5	37,185	38,747	37,966
6	38,898	40,532	39,715
7	40,614	42,320	41,467
8	42,325	44,103	43,214
9	44,039	45,889	44,964
10	45,750	47,672	46,711
11	47,467	49,461	48,464
12	52,206	55,962	54,834

	%		%
Head Varsity Football	10	Head Track	9
Asst. Varsity Football	8	MS Intramural (2)	5.5
Head J.V. Football	8	Boys Cross Country	8.5
Asst. J.V. Football	7	Girls Cross Country	8.5
Head Varsity Basketball (2)	10	Cheerleader Sponsor (HS)	6.0
Head J.V. Basketball	8	(MS)	1.5
Freshman Basketball	5	Middle School Forensics	2
MS Basketball	4	MS Track	3.5
Head Wrestling	9	Varsity Volleyball	9
Baseball/Softball	9	J.V. Volleyball	5
J.V. Baseball/Softball	8	Safety Patrol	2
Varsity Golf	9	Student Council (HS)	2
Sr. Class Sponsors	2	Student Council (MS)	2
Jr. Class Sponsors	2	Student Council (EL)	2
Sophomore Class Sponsors	1	Quiz Bowl	3.5
Freshman Class Sponsors	1	Young Authors	2
Yearbook (HS)	5	MS Yearbook	2
Instrumental (HS)	5	Science Olympiad	2
Instrumental (MS)	2.5	Department Heads - Math,	
Band Camp	\$400	Science, Social Studies, Fine	
National Honor Society	2	Arts, Practical Art, Lang. Arts	2

The following compensation provisions were not in use at the time of execution of this Agreement. However, if the Board reinstates the former program to which these provisions are applicable, such shall then be the additional compensation:

Head Shop Instructor - One (1) week extra pay beyond regular school year (pay to be prorated on annual salary).

Librarian - One (1) week extra pay beyond regular school year.

One (1) High School Counselor - One (1) week extra pay.

D. For the duration of this Agreement only, extracurricular positions shall be filled as follows:

1. A vacancy in any extra curricular position which is to be filled shall be posted within the unit in accordance with Article X of the master contract. A newly created extra-curricular position may be filled with the individual who has previously served in the capacity of the coach or sponsor prior to the creation of the position as a paid extracurricular position, without posting it as a vacancy.
2. A member of the bargaining unit meeting the qualifications for the position and appointed to the position, shall be compensated in accordance with the salary rates established in Appendix B. For the purpose of this

provision, "qualified" shall mean previous successful coaching experience and/or comparable training as determined by the Board.

3. A member of the bargaining unit meeting the qualifications for a vacant extra-curricular position shall be selected for the position, unless, considering all factors, there is a more qualified applicant from outside the bargaining unit, who may be selected for the position.

In making its selection, the Board shall not act in an arbitrary or capricious manner. If a qualified member of the bargaining unit applies for a position, but is not selected to fill the position, the Board shall give him/her written notice of the reason(s) why he/she was not selected.

Non-bargaining unit members appointed to a position will be paid no more than the rate as established in Appendix B.

BELLEVUE COMMUNITY SCHOOLS

CALENDAR

2000-2001 School Year

August 22	Teacher Work Day/Professional Development
August 23	Students Report
September 1	No School
September 4	Labor Day - No school
October 16	Inservice Day - No school for students
October 20	End of First Nine Weeks
October 30	School All Day – Conferences 4 - 7 p.m.
November 1	School All Day – Conferences 4 - 7 p.m.
November 2	Students in a.m. – Conferences 12-3 p.m.
November 3	No school for Staff and Students
November 23-24	No School - Thanksgiving Break
December 21-January 2	No School – Holiday Break
January 3	Return to School
January 15	Professional Development Day– No Students
January 19	End of Semester-Students a.m. –Records/Prof. Dev. In p.m.
February 16	No School – Midwinter Break
February 19	No School – Midwinter Break
March 16	End of Third Nine Weeks
March 26	School All Day – Conferences 4-7 p.m.
March 28	School All Day – Conferences 4-7 p.m.
March 30 - April 6	No School - Spring Break
April 9	Return to School
April 13	No School – Good Friday
May 28	No School – Memorial Day
June 6	Students in a.m. – Records/Prof. Development in p.m.

Student Session Days	180
Teacher Work Days	185

Full Days for Students	177
Half Days for Students	3

Total Days in Session	180
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If it is necessary to add additional days(s) to meet the full requirements for receiving full state aid, the 1/2 student, 1/2 records day shall be advanced on the calendar to accommodate said needed day(s).

Calendars for the 2001-02 and 2002-03 school years will be mutually agreed upon between the Association and the District.

LETTER OF AGREEMENT
between the
BELLEVUE BOARD OF EDUCATION
and the
EATON COUNTY EDUCATION ASSOCIATION, MEA-NEA

At the request of either the Association or the District a committee will be established to study possible effects of regular education initiative and/or other special education mainstreaming in the District. The committee will make recommendations which may lead to a letter of understanding between the parties establishing policies to assure the continuation of positive learning environments in the classrooms.

William R. Kirby
For the Board of Education

George F. Black
For the Association

November 11, 1993
Date

November 18, 1993
Date

MEMORANDUM OF AGREEMENT

RE: ACCRETION OF SOCIAL WORKER POSITION TO BARGAINING UNIT

IT IS HEREBY AGREED by and between the Board of Education of the Bellevue Community Schools (hereinafter "Board") and the Eaton County Education Association, MEA/NEA (hereinafter "Association") that the position of social worker is hereby accreted to the bargaining unit and is recognized as a bargaining unit position for the purposes of determining wages, hours and working conditions in accordance with the terms of the Michigan Public Employment Relations Act, MCL 423.201 *et seq.* Further, it is acknowledged that the terms and conditions of the collective bargaining agreement between the Board and the Association shall apply with respect to the wages, hours and working conditions which are reasonably applicable to the position of social worker, provided that any person employed in the position of social worker must serve a probationary period equal to that required of a certified teacher.

This Memorandum of Agreement is entered into this 15th day of March 1995 by and between the Board and the Association whose authorized representatives have affixed their signatures as follows:

BOARD OF EDUCATION
BELLEVUE COMMUNITY SCHOOLS

BY: William R. Kirby

ITS: Superintendent

EATON COUNTY EDUCATION ASSOCIATION,
MEA/NEA

BY: George F. Black

ITS: President, BEA

BY: Gayle M. Jones

ITS: Vice President, BEA

BY: Karen Sherwood

ITS: Uniserv Director

LETTER OF AGREEMENT
between the
BELLEVUE BOARD OF EDUCATION
and the
BELLEVUE EDUCATION ASSOCIATION, ECEA/MEA/NEA

The undersigned do hereby agree to the following terms regarding inservice scheduled on days in addition to the negotiated calendar or hours in addition to the normal school day.

Attendance at inservice is voluntary if the scheduled time is on a day that is not included within the negotiated school calendar or during hours that are beyond the normal school day. Teachers who attend will be paid \$75.00 per day or \$37.50 for one-half (1/2 day). "Day" shall be defined as a period of time in excess of three (3) hours and thirty (30) minutes but not more than seven (7) hours. "One-half (1/2) day" shall be defined as a period of time that is three (3) hours and thirty (30) minutes or less in duration.

William R. Kirby
FOR THE BOARD OF EDUCATION

George F. Black
FOR THE ASSOCIATION

November 11, 1993
Date

November 18, 1993
Date