

# **MASTER AGREEMENT**

Between

**BELLEVUE EDUCATION ASSOCIATION,  
EATON COUNTY EDUCATION ASSOCIATION,  
MEA/NEA**

and

**BELLEVUE COMMUNITY SCHOOLS  
BELLEVUE, MI**

*November 21, 2011 - June 30, 2012*

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## **AGREEMENT**

This agreement entered into this 21st day of November, 2011 and between the BOARD OF EDUCATION OF THE BELLEVUE COMMUNITY SCHOOLS, hereinafter called the Board, and the BELLEVUE EDUCATION ASSOCIATION, EATON COUNTY EDUCATION ASSOCIATION, MEA-NEA, 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 Bellevue Education Association, 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 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.
- D. The term "Association" as used herein shall refer to the Bellevue Education Association, 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 twenty-four (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 upon the arrival and departure of the representative.
- 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 via email to the Association President.
- 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 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 re-employ 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 fifteen (15) 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 fifteen (15) 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 fifteen (15) days it may be extended by mutual agreement.
3. Within fifteen (15) 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 fifteen (15) days of receipt of the Superintendent's decision, the Association may appeal to the Board of Education.

If no decision is rendered within fifteen (15) days of the discussion in G., 2., above the Association, may, within 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 fifteen (15) 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 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. Middle school teachers shall be provided an average of fifty-five (55) minutes preparation per day within the teaching week.
4. 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 affect this provision of the contract.

5. All teachers shall be entitled to a duty-free, 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 – Professional Compensation.
6. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
7. 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 twelve (12) dollars and fifty cents

(\$12.50) per thirty (30) minute period, twenty-five dollars (\$25.00) per hour. This is in effect only when such services are contracted by the School Board.

8. 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.
9. 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 up to a fifteen (15) minute travel allowance for each required change in building assignment.
10. 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.
11. Teachers shall be permitted to leave the buildings within ten (10) minutes after students are dismissed due to adverse weather conditions.
12. 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/she shall suffer neither loss of leave time nor loss of salary.
13. 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 shall notify and invite each parent, prior to the open house to visit that classroom.
14. 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	25	General	30
3-6	30	PE	40
7-8	30	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., 2. below in the same manner.

2. 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 – Vacancies, Promotions and Transfers 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 - 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. 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 part-time supervisor or executive will continue to accrue seniority but cannot use that seniority to return to become a full time teacher.

#### **ARTICLE X - REDUCTION IN PERSONNEL**

- A. 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. Such leaves shall be without compensation or eligibility for unemployment compensation benefits.

#### **ARTICLE XI - LEAVES OF ABSENCE**

- A. Paid Leaves
  - 1. A teacher will be credited with 12 Leave Days (LD) per school year on the first day of the teacher's contract. These days are intended to be used for

illness or personal business that is unable to be scheduled outside of the existing calendar. 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 the last day of that school year. Unused shall be accumulative to one hundred forty-four (144) days. All accumulated sick days will be converted to leave days beginning in the 2007-08 school year. Teachers who have accumulated one hundred forty-four (144) leave days will also be credited with ten (10) non-accumulated leave 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 leave days said teacher has on credit.

2. Conditions for administering the leave policy are as follows:
  - a. The Administration upon three consecutive leave days may require valid, written verification for any leave day.
  - b. In case of extenuating circumstances, additional days may be granted by the Superintendent.
  - c. Part-time employees shall receive a prorated portion of personal leave days.
  - d. At the end of a school year, any unused leave days shall be allowed to accumulate and be added to the teacher's accumulated leave under the provisions of section A, subsection 1 of this Article.
  - e. 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 leave days on the basis of one-sixth (1/6) of a day for each hour absent from school. If the teacher has used said teachers allotted paid leave days, the teacher will be docked in salary.
3. Leaves of absence with pay not chargeable against the teacher's leave allowance may be granted for the following reasons:
  - a. A leave of absence with pay not chargeable against the employee's leave shall be granted for up to ten (10) days for the death of a spouse or child. Up to five (5) 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 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.
4. Leave days (LD) 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 XII - 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. For the remaining 2011-2012 school year, effective the first pay in December 2011 there shall be an off schedule wage reduction of 10%.
- 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. The teachers will be paid on a 26 pay period year.
- E. Upon qualification for a new salary due to an advanced degree, or additional hours an employee shall be advanced to the appropriate new salary 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.
- F. For the 2011-2012 year only, all employees shall remain on the step they were on in the 2010-2011 school year. Thereafter, teachers shall not advance more than one step in any school year.
- G. 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 twenty-five dollars (\$25.00) an hour or twelve dollars and fifty cents (\$12.50) 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.

- H. 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.
- I. 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 leave time at thirty-dollars (\$30.00) a day for all accumulated days. An employee must have accumulated at least eighty (80) days of leave to be eligible for this payment.
- J. 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 XIII - INSURANCE PROTECTION**

- A. The Board shall make contributions toward the payment of health, LTD, dental, vision and life insurance premiums to a policy of the BEA choice, for all full-time employees who complete their contractual obligation to obtain insurance coverage for a full twelve (12) month period. The Association agrees to make the Board the Policyholder in order to qualify for State of Michigan 'best practices' eligibility. The payment will be made according to the following schedule:

<u>Employee Rate Class</u>	<u>MAXIMUM BOE Annual Contribution</u>
Single Employee	\$ 5,500.00
Self/spouse or Child	\$ 12,500.00
Full Family	\$ 15,000.00

- B. For those full-time employees who choose to opt out of the above described health plan, the BOE will provide:

1. Plan B option (subject to the above maximum BOE contribution, which will include; LTD, Dental, Vision, Life Insurance
  2. A \$ 550.00 per month cash payment.
- C. The BOE and the BEA agree that any savings to the district in providing insurance benefits to the members of the BEA shall be divided equally among all actively employed members and remitted as a onetime lump sum payment on or about July 1, 2012. Savings will be defined as the difference in the amount spent by the board for insurance premiums for this bargaining unit during the period from October 2011 through June 2012 as compared to the amount the Board would have spent during the same period has the insurance program remained as existed during the month of September 2011.
- D. 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.
- E. Any teacher on medical leave will be provided all benefits under this Article.
- F. The Board shall not be required to provide a duplication of coverage.
- G. A teacher may continue to pay their premium contribution on a pretax basis through the BOE's IRS125 plan.
- G. Payroll deductions will be available to the employee for all MEA programs and the School Employees Credit Union.

#### **ARTICLE XIV – EMERGENCY MANAGER**

An emergency manager appointed under the local government and school fiscal accountability act, 2011 PA 4, MCL 141.1501, has the power to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MLC 141.1531.

#### **ARTICLE XV – SENIORITY**


- A. 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.
5. 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.

#### **ARTICLE XVI - 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.
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**ARTICLE XVII - DURATION**

This agreement shall be effective as of the 21<sup>st</sup> day of November, 2011 and shall continue in effect until the 30<sup>th</sup> day of June 2012. This agreement shall not be extended orally and it is expressly understood that all of its terms shall expire on the date indicated.

BELLEVUE EDUCATION ASSOCIATION  
EATON COUNTY EDUCATION ASSOCIATION,  
MEA-NEA

BELLEVUE BOARD OF EDUCATION

*Alyson K. Clark*  
MEA UniServ Director

*Linda R. Boley*  
President

*N/A*  
Vice President

*Marion A. Remer*  
Secretary

*D. D. Blum*  
Chief Negotiator

*Scott Belt*  
Superintendent

*D. D. Blum*  
BEA President

Date *11-21-11*

## Schedule A 2010-2011

Step	BA	BA + 18	MA
1		33,048	33,811
2		34,916	35,760
3		36,781	37,704
4		38,650	39,654
5		40,516	41,600
6		42,382	43,547
7			45,493
8			47,442
9			49,385
10			51,334
11			53,283
12		58,516	59,789

## For Schedule B only 2010-2011

Step	BA
1	33,048
2	34,916
3	36,781
4	38,650
5	40,516
6	42,382
7	44,253
8	46,117
9	47,984
10	49,848
11	51,719
12	58,516

During the 2011-2012 school years, the Board may post the positions in this schedule as "volunteer" positions during any period that the district remains under the State Deficit Elimination Plan.

**APPENDIX B Extra-Curricular Compensation Schedule**

A. The termination of services or failure to re-employ any teacher to a position on this schedule is not subject to the Grievance procedure.

B. All positions on this schedule are non-tenured 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.

D. The following table will be effective with the 2010—2011 school year.

	%		%
Head Varsity Football	11	Head Track	9
Asst. Football	5	Assistant Track	4
MS Football	5	Head Cross Country	9
Head JV Football	6		
Fall Strength Coach	1		
Winter Strength Coach	2		
Spring Strength Coach	1.5		
MS Assistant (s)	2		
Varsity Basketball (2)	11	Fall Cheerleading	3
Assistant Basketball	5	Winter Cheerleading	3
Freshman Basketball	5	Head Soccer	9
JV Basketball	7		
MS Basketball	4	MS Track Boys/Girls	4
Head Wrestling	9	Head Varsity Volleyball	9
MS Wrestling	3		
Varsity Baseball/Softball	9	Head J.V. Volleyball	6
J.V. Baseball/Softball	5	MS Volleyball	4
Varsity Golf	5/\$.35/mile	Student Council (HS)	2
Sr. Class Sponsors	4	Student Council (MS)	2
Jr. Class Sponsors	4	Student Council (EL)	2
Sophomore Class Sponsors	2	Quiz Bowl	3.5

Freshman Class Sponsors	-2		
Yearbook (HS)	-5	MS Yearbook	2
Elem Musical Performances	-2	Science Olympiad	2
Secondary Musical Performances	-6	National Honor Society	2
Safety Patrol	-1	Department Heads Math K-6, Math 7-12, Science K-6, Science 7-12, SS K-6, SS 7-12, ELA K-6, ELA 7-12, Fine Arts, Practical Arts	2

**Coaching Incentives- Varsity head coaches only receive 1% incentive for all of the following**

Football- League champion, playoff appearance, 1% for each playoff victory.

Basketball- League champion, district champion, regional champion, making final 4 appearance, state championship.

Wrestling- Team league champion, team district champion, team regional champion, team state final appearance, team state championship, individual state champion.

Baseball/Softball- League champion, district champion, regional champion, final four appearance, state championship.

Golf- Team league champion, team district champion, team regional champion, team state final appearance, team state championship, individual state champion.

Track- Team league champion, team regional champion, team state final appearance, team state championship, individual state champion.

Cross Country- Team league champion, team regional champion, team state final appearance, team state championship, individual state champion.

Soccer- District champion, regional champion, final four appearance, state championship.

Volleyball- League Championship, district championship, regional championship, final four appearance, state championship.

E. There may be multiple hirings authorized for any of the above listed coaching positions.

~~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, extra-curricular 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 extra-curricular 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

## 2011 - 2012 Calendar

August	31	Teacher Professional Development Day
September	01	Teacher Professional Development Day
September	05	Labor Day
September	06	First day for students
October	11	Students all day - Parent / Teacher Conferences 4-7
October	13	Students all day - Parent / Teacher Conferences 4-7
October	14	No School
November	15	No school for students - Teacher Professional Development Day
November	23	½ day for students AM
November	23	End of 1 <sup>st</sup> Trimester
November	24	Thanksgiving Break
November	25	Thanksgiving Break
December	22 -	Christmas Break
Thru January 03		
January	04	Return from Christmas Break
January	16	No School for students – Teacher Professional Development Day
January	27	½ day for students AM, Teacher Professional Development Day PM
February	14	Students all day – Parent / Teacher Conferences 4-7
February	16	Students all day – Parent / Teacher Conferences 4-7
February	17	No School
March	02	End of 2 <sup>nd</sup> Trimester
March	02	½ day for students AM
March	16	½ day for students AM, Teacher Professional Development Day PM
April	02 - 6	Spring Break
April	09	Return from Spring Break
May	28	Memorial Day
June	01	End of 3 <sup>rd</sup> Trimester, ½ day of School for Students and Staff AM