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LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University AGREEMENT

Between the

BELLAIRE PUBLIC SCHOOLS

and the

BELLAIRE EDUCATION ASSOCIATION

Bellaire Public School

The Bellaire Public School System
Bellaire, Michigan

ME A
1216 Kendall; East Lansing, Mich. 48823

RECOMMENDED PERSONNEL POLICIES OF THE BELLAIRE EDUCATION ASSOCIATION

THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF JULY, 1966 BY AND BETWEEN THE BOARD OF EDUCATION OF THE BELLAIRE SCHOOL SYSTEM, HEREINAFTER CALLED THE "BOARD," AND THE BELLAIRE EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "BEA."

WITNESSETH

WHEREAS THE BOARD AND THE BEA RECOGNIZE AND DECLARE THAT PROVIDING A QUALITY EDUCATION FOR THE CHILDREN OF BELLAIRE IS THEIR MUTUAL AIM AND THAT THE CHARACTER OF SUCH EDUCATION DEPENDS PREDOMINANTLY UPON THE QUALITY AND MORAL OF THE TEACHING SERVICE AND

WHEREAS THE MEMBERS OF THE TEACHING PROFESSION ARE PARTICULARLY QUALIFIED TO ASSIST IN FORMULATING POLICIES AND PROGRAMS DESIGNED TO IMPROVE EDUCATIONAL STANDARDS, AND

WHEREAS THE BOARD HAS A STATUTORY OBLIGATION, PURSUANT TO ACT 379 OF THE MICHIGAN PUBLIC ACTS OF 1965, TO BARGAIN WITH THE BEA AS THE REPRESENTATIVE OF ITS TEACHING PERSONNEL WITH RESPECT TO HOURS, WAGES, TERMS AND CONDITIONS OF EMPLOYMENT, AND

WHEREAS THE PARTIES, FOLLOWING EXTENDED AND DELIBERATE PROFESSIONAL NEGOTIATIONS, HAVE REACHED CERTAIN UNDERSTANDINGS WHICH THEY DESIRE TO MEMORIALIZE,

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I - RECOGNITION

A. THE BOARD HEREBY RECOGNIZES THE BEA AS THE EXCLUSIVE BARGAINING REPRESENTATIVE, AS DEFINED IN SECTION 11 OF ACT 379, PUBLIC ACTS OF 1965, FOR PROFESSIONAL PERSONNEL, INCLUDING PERSONNEL ON TENURE, PROBATION AND CLASSROOM TEACHERS AND LIBRARIANS, EMPLOYED OR TO BE EMPLOYED BY THE BOARD (WHETHER OR NOT ASSIGNED TO A PUBLIC SCHOOL BUILDING), BUT EXCLUDING SUPERVISORY AND EXECUTIVE PERSONNEL AND OFFICE AND CLERICAL EMPLOYEES. THE TERM "TEACHER," WHEN USED HEREINAFTER IN THIS AGREEMENT, SHALL REFER

TO ALL EMPLOYEES REPRESENTED BY THE BEA IN THE UNIT AS ABOVE DEFINED, AND REFERENCES TO MALE TEACHERS SHALL INCLUDE FEMALE TEACHERS.

B. THE BOARD AGREES NOT TO NEGOTIATE WITH ANY TEACHERS' ORGANIZATION OTHER THAN THE BEA FOR THE DURATION OF THIS AGREEMENT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT ANY INDIVIDUAL TEACHER FROM PRESENTING A GRIEVANCE AND HAVING THE GRIEVANCE ADJUSTED WITHOUT INTERVENTION OF THE BEA, IF THE ADJUSTMENT IS NOT INCONSISTENT WITH THE TERMS OF THIS AGREEMENT.

C. WITHIN THIRTY DAYS OF THE BEGINNING OF THEIR EMPLOYMENT HEREUNDER, TEACHERS MAY SIGN AND DELIVER TO THE BOARD AN ASSIGNMENT AUTHORIZING DEDUCTION OF MEMBERSHIP DUES OR ASSESSMENT OF THE ASSOCIATION (INCLUDING THE NATIONAL EDUCATION ASSOCIATION, THE MICHIGAN EDUCATION ASSOCIATION, AND THE BELLAIRE EDUCATION ASSOCIATION). SUCH SUMS SHALL BE DEDUCTED AS DUES FROM THE REGULAR SALARIES OF ALL SUCH TEACHERS AND REMITTED TO THE BEA.

D. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO DENY OR RESTRICT TO ANY TEACHER RIGHTS HE MAY HAVE UNDER THE MICHIGAN GENERAL SCHOOL LAWS OR APPLICABLE CIVIL SERVICE LAWS AND REGULATIONS. THE RIGHTS GRANTED TO TEACHERS HEREUNDER SHALL BE DEEMED TO BE IN ADDITION TO THOSE PROVIDED ELSEWHERE.

ARTICLE 'II - TEACHER RIGHTS

A. PURSUANT TO ACT 379 OF THE PUBLIC ACTS OF 1965, THE BOARD HEREBY AGREES THAT EVERY EMPLOYEE OF THE BOARD SHALL HAVE THE RIGHT FREELY TO ORGANIZE, JOIN AND SUPPORT THE BELLAIRE EDUCATION ASSOCIATION FOR THE PURPOSE OF ENGAGING IN PROFESSIONAL NEGOTIATIONS.

B. THE BOARD SPECIFICALLY RECOGNIZES THE RIGHT OF ITS EMPLOYEES APPROPRIATELY TO INVOKE THE ASSISTANCE OF THE STATE LABOR MEDIATION BOARD, OR A MEDIATOR FROM A PUBLIC AGENCY, MUTUALLY AGREEABLE TO BOTH PARTIES INVOLVED.

C. THE BEA SHALL HAVE THE RIGHT TO USE THE SCHOOL BUILDING FACILITIES AT ALL REASONABLE HOURS FOR MEETINGS WITH THE APPROVAL OF THE ADMINISTRATION.

ARTICLE III - PROFESSIONAL COMPENSATION

A. THE SALARIES OF TEACHERS COVERED BY THIS AGREEMENT ARE SET FORTH IN SCHEDULE A. WHICH IS ATTACHED TO AND INCORPORATED IN THIS AGREEMENT. SUCH SALARY SCHEDULE SHALL REMAIN IN EFFECT DURING THE ONE YEAR TERM OF THIS AGREEMENT, PROVIDED, HOWEVER, THAT UPON WRITTEN NOTICE TO THE OTHER PARTY AT LEAST 120 DAYS PRIOR TO THE FIRST DAY OF MAY OF EVERY YEAR OF THIS AGREEMENT, EITHER PARTY MAY REQUEST THE REOPENING OF NEGOTIATION OF SUCH SALARY SCHEDULE.

B. THE SALARY SCHEDULE IS BASED UPON A NORMAL TEACHING LOAD, AS HEREINAFTER DEFINED IN ARTICLE IV, BASED UPON THE STATE REQUIREMENTS OF ATTENDANCE. FOR EXTRA WORK THE TEACHER SHALL BE ENTITLED TO AGREED ADDITIONAL PROFESSIONAL COMPENSATION IN ADDITION TO HIS BASE SALARY, FOR THE TIME SPENT AFTER THE REGULAR SCHOOL DAY IN SUPERVISION OF EXTRA-CURRICULAR ACTIVITIES OF STUDENTS, ON ANY DAY OR ON SATURDAYS, SUNDAYS OR HOLIDAYS, AND ATTENDANCE AT ANY EDUCATIONAL OR CIVIC FUNCTIONS WHERE ATTENDANCE IS NOT VOLUNTARY BUT REQUIRED.

C. TEACHERS SHALL NOT BE REQUIRED TO REPORT MORE THAN TWO WORKING DAYS PRIOR TO THE BEGINNING OF CLASSES IN THE SCHOOL CALENDAR OF 180 DAYS REQUIRED ATTENDANCE OR TO REMAIN NOT MORE THAN TWO WORKING DAYS AFTER CESSATION OF SUCH STATE ATTENDANCE REQUIREMENTS, OR UNTIL SUCH REQUIRED ADMINISTRATIVE CHECK-OUT LISTS ARE COMPLETED.

D. A TEACHER SHALL BE RELEASED FROM REGULAR DUTIES WITHOUT LOSS OF SALARY FOR THE PURPOSE OF PARTICIPATING IN REGIONAL MEETINGS OF THE MICHIGAN EDUCATION ASSOCIATION THAT ARE STATE APPROVED TEACHER INSTITUTES.

ARTICLE IV - TEACHING HOURS

A. THE TEACHER'S NORMAL TEACHING HOURS IN THE ELEMENTARY AND SECONDARY SCHOOLS SHALL BE AS FOLLOWS: 15 MINUTES BEFORE THE FIRST SCHEDULED CLASSES BEGIN AND 15 MINUTES AFTER THE LAST SCHEDULED CLASSES.

B. ALL TEACHERS SHALL BE ENTITLED TO A DUTY-FREE UNINTERRUPTED LUNCH PERIOD EQUIVALENT TO THE REGULAR LUNCH PERIOD SCHEDULE AND IN NO EVENT LESS THAN THIRTY MINUTES. PROBLEMS TO BE RESOLVED BY ADMINISTRATION IN THE ASSIGNMENT OF SUPERVISORY PERSONNEL, FOR THE CARRYING OUT OF THE ABOVE

ARTICLE V - TEACHING LOADS AND ASSIGNMENTS

A. RECOGNIZING THAT THE FUNCTION OF THE ADMINISTRATION WOULD BE THE SCHEDULING OF CLASSES FOR ELEMENTARY AND HIGH SCHOOL, WHENEVER PRACTICAL, THE ASSIGNED TEACHING LOAD SHALL PROVIDE THE TEACHERS WITH AT LEAST ONE UNASSIGNED PREPARATION PERIOD (EITHER ONE FULL CLASS PERIOD OR AGGREGATE OF FIFTEEN MINUTE BLOCKS TOTALING ONE FULL CLASS PERIOD); AND IN CASE, SHOULD THE TEACHER ELECT TO TEACH ALL PERIODS SCHEDULED, ARTICLE III, B, SHALL APPLY.

B. THE ADMINISTRATION RECOGNIZES THAT PUPILS ARE ENTITLED TO BE TAUGHT BY TEACHERS WHO ARE WORKING WITHIN THEIR AREA OF COMPETENCE; THEREFORE TEACHERS SHALL BE ASSIGNED WITHIN THE SCOPE OF THEIR TEACHING CERTIFICATES AND THEIR MAJOR OR MINOR FIELD OR STUDY UNLESS MUTUALLY AGREED FOR THE BENEFIT OF THE STUDENTS.

C. 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 PRACTICABLE.

ARTICLE VI - TEACHING CONDITIONS

THE PARTIES RECOGNIZE THAT THE AVAILABILITY OF OPTIMUM SCHOOL FACILITIES FOR BOTH STUDENT AND TEACHER IS DESIRABLE TO INSURE THE HIGH QUALITY EDUCATION THAT IS THE GOAL OF TEACHER, ADMINISTRATION, AND THE BOARD. IT IS ALSO ACKNOWLEDGED THAT THE PRIMARY DUTY AND RESPONSIBILITY OF THE TEACHER IS TO TEACH AND THAT THE ORGANIZATION OF THE SCHOOL AND THE

SCHOOL DAY SHOULD BE DIRECTED AT INSURING THAT THE ENERGY OF THE TEACHER IS PRIMARILY UTILIZED TO THIS END.

A. BECAUSE THE PUPIL-TEACHER RATIO IS AN IMPORTANT ASPECT OF AN EFFECTIVE EDUCATIONAL PROGRAM, THE PARTIES AGREE THAT CLASS SIZE SHOULD BE LOWERED WHEREVER POSSIBLE TO THE FOLLOWING:

- | | |
|--|-----------|
| (1) KINDERGARTEN | 22 PUPILS |
| (2) ELEMENTARY | 25 PUPILS |
| (3) SPECIAL CLASSES FOR HANDICAPPED OR MENTALLY RETARDED | 15 PUPILS |

THE MAXIMUM CLASS SIZE PER TEACHER IN THE SECONDARY SCHOOL SHOULD BE ADJUSTED TO THE TYPE OF PROGRAM THAT IS POSSIBLE WITHIN THE CONFINES OF THE PHYSICAL PLANT AND THE CAPABILITIES OF THE TEACHERS INVOLVED.

B. ADMINISTRATION AND FACULTY RECOGNIZE THAT APPROPRIATE TEXTS, LIBRARY REFERENCE FACILITIES, MAPS AND GLOBES, LABORATORY EQUIPMENT, AUDIO-VISUAL EQUIPMENT, ART SUPPLIES, ATHLETIC EQUIPMENT, CURRENT PERIODICALS, STANDARD TESTS AND QUESTIONNAIRES, AND SIMILAR MATERIALS ARE THE TOOLS OF THE TEACHING PROFESSION. THE PARTIES WILL CONFER FROM TIME TO TIME FOR THE PURPOSE OF IMPROVING THE SELECTION AND USE OF SUCH EDUCATIONAL TOOLS. THE ADMINISTRATION AND FACULTY AGREES TO KEEP THE SCHOOLS REASONABLY AND PROPERLY EQUIPPED AND MAINTAINED.

C. AIDES WILL BE ENGAGED TO ASSIST WITH PATROL DUTIES, INVENTORYING OF SUPPLIES AND EQUIPMENT, DUPLICATION OF TEACHING MATERIALS, HELPING WITH AUDIO-VISUAL EQUIPMENT, COLLECTING MONEYS FOR MILK AND LUNCH, AND SIMILAR NON-PROFESSIONAL RESPONSIBILITIES. DUTIES TO BE DEFINED AND HANDLED THROUGH ADMINISTRATIVE CHANNELS.

D. THE BOARD SHALL MAKE AVAILABLE IN THE SCHOOL ADEQUATE LUNCHROOM, RESTROOM, AND LAVATORY FACILITIES FOR TEACHER USE AND AT LEAST ONE ROOM, APPROPRIATELY FURNISHED, WHICH SHALL BE AVAILABLE FOR USE AS A FACULTY LOUNGE IN WHICH SMOKING SHALL BE PERMITTED.

E. TELEPHONE FACILITIES SHALL BE MADE AVAILABLE TO TEACHERS FOR THEIR REASONABLE USE.

F. ADEQUATE PARKING FACILITIES SHALL BE MADE AVAILABLE TO TEACHERS FOR THEIR USE.

G. THE PROVISIONS OF THIS AGREEMENT AND THE WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT SHALL BE APPLIED WITHOUT REGARD TO RACE, CREED, RELIGION, COLOR, NATIONAL ORIGIN, AGE, SEX OR MARITAL STATUS OR MEMBERSHIP IN OR ASSOCIATION WITH THE ACTIVITIES OF ANY EMPLOYEE ORGANIZATION. THE BOARD AND THE BEA PLEDGE THEMSELVES TO SEEK TO EXTEND THE ADVANTAGES OF PUBLIC EDUCATION TO EVERY STUDENT WITHOUT REGARD TO RACE, CREED, RELIGION, SEX, COLOR OR NATIONAL ORIGIN AND TO SEEK TO ACHIEVE FULL EQUALITY OF EDUCATIONAL OPPORTUNITY TO ALL PUPILS.

ARTICLE VII - TRANSFERS

A. ANY TEACHER WHO SHALL BE TRANSFERRED TO A SUPERVISORY OR EXECUTIVE POSITION AND SHALL LATER BE RETURNED TO A TEACHER STATUS SHALL BE ENTITLED TO RETAIN SUCH RIGHTS AS HE MAY HAVE HAD UNDER THIS AGREEMENT PRIOR TO SUCH TRANSFER TO SUPERVISORY OR EXECUTIVE STATUS.

ARTICLE VIII - LEAVE PAY

A. ALL TEACHERS ABSENT FROM DUTY ON ACCOUNT OF PERSONAL ILLNESS WHO HAVE BEEN IN THE EMPLOY OF THE BOARD FOR LESS THAN ONE YEAR SHALL BE ALLOWED FULL PAY FOR A TOTAL OF TEN (10) DAYS. ALL TEACHERS SHALL BE ALLOWED TEN SUCH LEAVE DAYS FOR EACH YEAR FOLLOWING.

B. EACH TEACHER SHALL BE ENTITLED TO AN ACCUMULATION OF THE UNUSED PORTION OF EACH YEAR'S LEAVE UP TO AND INCLUDING 60 DAYS.

C. IN JOB INCURRED ACCIDENT, THE BOARD MAY RULE THAT THE RESULTING ABSENCE BE NOT DEDUCTED FROM SICK LEAVE.

ARTICLE IX - LEAVES OF ABSENCE

A. LEAVES OF ABSENCE WITH PAY CHARGEABLE AGAINST THE TEACHER'S SICK LEAVE MAY BE GRANTED WITH THE APPROVAL OF THE ADMINISTRATION FOR ITEMS SUCH AS:

(1) CRITICAL ILLNESS IN THE IMMEDIATE FAMILY.

(2) EMERGENCY ILLNESS IN FAMILY REQUIRING A TEACHER TO MAKE ARRANGEMENTS FOR NECESSARY MEDICAL OR NURSING CARE.

(3) ATTENDANCE AT A CEREMONY WARRANTING THE ATTENDANCE OF THE STAFF MEMBER.

(4) TIME NECESSARY FOR THE CONDUCT OF PERSONAL AFFAIRS WHICH CANNOT BE HANDLED OUTSIDE SCHOOL HOURS.

(5) DEATH IN THE IMMEDIATE FAMILY.

B. LEAVES OF ABSENCE WITH PAY NOT CHARGEABLE AGAINST THE TEACHER'S ALLOWANCE SHALL BE GRANTED, WITH THE APPROVAL OF THE ADMINISTRATION, FOR ITEMS SUCH AS:

(1) JURY SERVICE.

(2) COURT APPEARANCES

(3) APPROVED VISITATIONS

(4) SELECTIVE SERVICE PHYSICAL EXAMINATIONS.

C. LEAVES OF ABSENCE WITHOUT PAY MAY BE GRANTED UPON APPLICATION FOR STUDY, RESEARCH OR SPECIAL TEACHING ASSIGNMENT INVOLVING ADVANTAGE TO THE SCHOOL SYSTEM, IF A SUITABLE REPLACEMENT IS FOUND FOR THAT TEACHER WITH THE TEACHER'S ASSISTANCE, AND IS AVAILABLE TO FILL HIS POSITION. UPON RETURN, HE SHALL BE RESTORED TO HIS FORMER POSITION OR TO A POSITION OF LIKE NATURE, SENIORITY AND STATUS.

ARTICLE X - TEACHER EVALUATION

A. ALL MONITORING OR OBSERVATION OF THE WORK PERFORMANCE OF A TEACHER SHALL BE CONDUCTED OPENLY.

B. EACH TEACHER SHALL HAVE THE RIGHT UPON REQUEST TO REVIEW THE CONTENTS OF HIS OWN PERSONNEL FILE. A REPRESENTATIVE OF THE BEA MAY BE REQUESTED TO ACCOMPANY THE TEACHER IN SUCH REVIEW.

C. NO TEACHER SHALL BE DISCIPLINED, REPRIMANDED, REDUCED IN RANK OR COMPENSATION OR DEPRIVED OF ANY PROFESSIONAL ADVANTAGE WITHOUT CAUSE. ANY SUCH DISCIPLINE, REPRIMAND OR REDUCTION IN RANK, COMPENSATION OR ADVANTAGE, INCLUDING ADVERSE EVALUATION OF TEACHER PERFORMANCE OR VIOLATION OR PROFESSIONAL ETHICS ASSERTED BY THE BOARD OR ANY AGENT OR REPRESENTATIVE THEREOF SHALL BE SUBJECT TO THE PROFESSIONAL GRIEVANCE NEGOTIATIONS PROCEDURE HEREINAFTER SET FORTH.

ARTICLE XI - PROTECTION OF TEACHERS

A. SINCE THE TEACHER'S AUTHORITY AND EFFECTIVENESS IN HIS CLASSROOM IS UNDERMINED WHEN STUDENTS DISCOVER THAT THERE IS INSUFFICIENT ADMINISTRATIVE BACKING AND SUPPORT OF THE TEACHER, THE ADMINISTRATION RECOGNIZES ITS RESPONSIBILITY TO GIVE ALL REASONABLE SUPPORT AND ASSISTANCE TO TEACHERS WITH RESPECT TO THE MAINTENANCE OF CONTROL AND DISCIPLINE IN THE CLASSROOM. THE BOARD FURTHER RECOGNIZES THAT THE TEACHER MAY NOT FAIRLY BE EXPECTED TO ASSUME THE ROLE OF WARDEN OR CUSTODIAN FOR EMOTIONALLY DISTURBED STUDENTS NOR TO BE CHARGED WITH RESPONSIBILITY FOR PSYCHOTHERAPY. WHENEVER IT APPEARS THAT A PARTICULAR PUPIL REQUIRES THE ATTENTION OF SPECIAL COUNSELLORS, SOCIAL WORKERS, LAW ENFORCEMENT PERSONNEL, PHYSICIANS OR OTHER PROFESSIONAL PERSONS, THE ADMINISTRATION WILL TAKE REASONABLE STEPS TO RELIEVE THE TEACHER OF RESPONSIBILITIES WITH RESPECT TO SUCH PUPIL.

B. ANY CASE OF ASSAULT UPON A TEACHER SHALL BE PROMPTLY REPORTED TO THE ADMINISTRATION. THE BOARD MAY PROVIDE LEGAL COUNSEL TO ADVISE THE TEACHER OF HIS RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH ASSAULT AND RENDER REASONABLE ASSISTANCE TO THE TEACHER IN CONNECTION WITH HANDLING OF THE INCIDENT BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES.

C. IF ANY TEACHER IS COMPLAINED AGAINST OR SUED BY REASON OF DISCIPLINARY ACTION TAKEN BY THE TEACHER AGAINST A STUDENT, THE BOARD MAY PROVIDE LEGAL COUNSEL AND RENDER REASONABLE ASSISTANCE TO THE TEACHER IN HIS DEFENSE, IN REASONABLE AND JUSTIFIABLE CASES.

D. TIME LOST BY A TEACHER IN CONNECTION WITH ANY INCIDENT MENTIONED IN THIS ARTICLE SHALL NOT BE CHARGED AGAINST THE TEACHER, WHEN IN THE OPINION OF THE BOARD, THERE IS SUFFICIENT CAUSE FOR DEFENSE OF THAT TEACHER.

E. SERIOUS COMPLAINTS BY A PARENT OF A STUDENT DIRECTED TOWARD A TEACHER SHALL BE PROMPTLY CALLED TO THE TEACHER'S ATTENTION.

F. TEACHERS SHALL BE EXPECTED TO EXERCISE REASONABLE CARE WITH RESPECT TO THE SAFETY OF PUPILS AND PROPERTY.

G. RECOGNIZING THAT BOARD AND ADMINISTRATION POLICY IS UNDERMINED WHEN TEACHERS STATE PUBLICLY THAT THEY ARE INCOMPATIBLE WITH SUCH POLICIES AGREED UPON BY THE TEACHERS, BOARD AND ADMINISTRATION, THEY HAVE THE RIGHT TO APPEAL SUCH POLICY AS PROVIDED IN THIS AGREEMENT; FURTHER ^{Teachers} ARE REMINDED THAT SUCH SCHOOL POLICIES SHALL BE SUPPORTED BY ALL TEACHERS.

ARTICLE XII - NEGOTIATION PROCEDURES

A. IT IS CONTEMPLATED THAT MATTERS NOT SPECIFICALLY COVERED BY THIS AGREEMENT BUT OF COMMON CONCERN TO THE PARTIES SHALL BE SUBJECT TO PROFESSIONAL NEGOTIATIONS BETWEEN THEM FROM TIME TO TIME DURING THE PERIOD OF THIS AGREEMENT UPON REQUEST BY EITHER PARTY TO THE OTHER. THE PARTIES UNDERTAKE TO COOPERATE IN ARRANGING MEETINGS, SELECTING REPRESENTATIVES FOR SUCH DISCUSSIONS, FURNISHING NECESSARY INFORMATION AND OTHERWISE CONSTRUCTIVELY CONSIDERING AND RESOLVING SUCH MATTERS.

B. IN THE EVENT THE SALARY SCHEDULE IS REOPENED FOR NEGOTIATION BY EITHER PARTY, AS PROVIDED IN THIS AGREEMENT THE PARTIES WILL PROMPTLY NEGOTIATE FOR THE PURPOSE OF REACHING AN AGREEMENT UPON A REVISED SALARY SCHEDULE. AT LEAST 150 DAYS PRIOR TO THE EXPIRATION OF THIS AGREEMENT, THE PARTIES WILL LIKEWISE BEGIN NEGOTIATIONS FOR A NEW AGREEMENT COVERING WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT OF TEACHERS EMPLOYED BY THE BOARD.

C. IN ANY NEGOTIATIONS DESCRIBED IN THIS ARTICLE, NEITHER PARTY SHALL HAVE ANY CONTROL OVER THE SELECTION OF THE NEGOTIATING OR BARGAINING

REPRESENTATIVES OF THE OTHER PARTY AND EACH PARTY MAY SELECT ITS REPRESENTATIVES FROM WITHIN OR OUTSIDE THE SCHOOL DISTRICT. IT IS RECOGNIZED THAT NO FINAL AGREEMENT BETWEEN THE PARTIES MAY BE EXECUTED WITHOUT RATIFICATION BY THE BOARD OF EDUCATION AND BY A MAJORITY OF THE MEMBERSHIP OF THE BELLAIRE EDUCATION ASSOCIATION, BUT THE PARTIES MUTUALLY PLEDGE THAT REPRESENTATIVES SELECTED BY EACH SHALL BE CLOTHED WITH ALL NECESSARY POWER AND AUTHORITY TO MAKE PROPOSALS, CONSIDER PROPOSALS, AND MAKE CONCESSIONS IN THE COURSE OF NEGOTIATIONS OR BARGAINING, SUBJECT ONLY TO SUCH ULTIMATE RATIFICATION.

D. IF THE PARTIES FAIL TO REACH AN AGREEMENT IN ANY SUCH NEGOTIATIONS, EITHER PARTY MAY INVOKE THE MEDIATION MACHINERY OF THE STATE LABOR MEDIATION BOARD OR TAKE ANY OTHER LAWFUL MEASURES IT MAY DEEM APPROPRIATE.

ARTICLE XIII - PROFESSIONAL GRIEVANCE NEGOTIATION
PROCEDURE

A. PROCEDURES FOR RESOLVING DEVIATION OR DIFFERENCES ON THE PART OF AN INDIVIDUAL TEACHER. UPON WRITTEN PRESENTATION, THE PRINCIPAL SHALL HAVE A WEEK TO ALLEVIATE OR TO ADJUST A SITUATION. AN ADJUSTMENT NOT APPEALED BY THE PRINCIPAL OR TEACHER WITHIN A REASONABLE TIME IS TO BE DEEMED SATISFACTORY.

IF INFORMAL ADJUSTMENT IS NOT POSSIBLE OR NOT SATISFACTORY, THE PRINCIPAL, THE TEACHER, OR THE BEA MAY APPEAL TO THE SUPERINTENDENT FOR A MORE SATISFACTORY ADJUSTMENT.

IF NO INFORMAL AGREEMENT CAN BE REACHED AT THIS LEVEL, WITHIN A TWO WEEK PERIOD, EITHER PARTY MAY REQUEST FORMAL GRIEVANCE PROCEDURES.

B. IF AGREEMENT IS NOT REACHED WITHIN FORTY-FIVE CALENDAR DAYS FROM DATE OF RECEIPT OF REQUEST FOR MEETING, A LOCAL APPEAL BOARD SHALL CONSIST OF FIVE MEMBERS: TWO APPOINTED BY THE BOARD OF EDUCATION, ONE TO BE A MEMBER OF THE BOARD OF EDUCATION AND THE OTHER NOT A MEMBER OF THE BOARD OR A MEMBER OF THE IMMEDIATE FAMILY; TWO APPOINTED BY THE BOARD OF DIRECTORS OF THE BELLAIRE EDUCATION ASSOCIATION, ONE A MEMBER OF THE PROFESSIONAL

NEGOTIATION COMMITTEE AND THE OTHER ONE NOT A MEMBER OF THE SCHOOL STAFF OR A MEMBER OF THE IMMEDIATE FAMILY. THE FIFTH MEMBER OF THE APPEAL BOARD SHALL BE SELECTED BY THE BOARD OF EDUCATION MEMBER AND THE TEACHER MEMBER SHALL SERVE AS CHAIRMAN OF THE APPEAL BOARD.

THE LOCAL APPEAL BOARD SHALL HAVE FOURTEEN DAYS WITHIN WHICH TO EFFECT A SETTLEMENT. A SEVEN DAY EXTENSION WILL BE GRANTED IF REQUESTED BY EITHER PARTY OR THE APPEAL BOARD. A SECOND SEVEN DAY EXTENSION SHALL BE GRANTED IF ALL PARTIES AGREE.

THE LOCAL APPEAL BOARD MAY HOLD HEARINGS, INTERVIEW WITNESSES, AS A BOARD AND IN GENERAL DO WHATEVER IT DEEMS NECESSARY TO BRING ABOUT AGREEMENTS BETWEEN THE TWO PARTIES.

THE LOCAL APPEAL BOARD SHALL PREPARE AND MAKE PUBLIC WRITTEN RECOMMENDATIONS. THE RECOMMENDATIONS SHALL BE CONSIDERED AND VOTED UPON BY THE BEA AND BY THE BOARD OF EDUCATION.

IN CASE WHERE SERIOUS DISAGREEMENT PERSISTS, SOME OBJECTIVE ADVISORY OPINION SHALL BE SOUGHT FROM A QUALIFIED CONSULTING AGENCY ACCEPTABLE TO THE BOARD OF EDUCATION AND THE ASSOCIATION.

FURTHER, WHEN THE PARTIES FAIL TO REACH AN AGREEMENT WITHIN 30 DAYS, EITHER PARTY MAY INVOKE THE MEDIATION MACHINERY OF THE STATE OF MICHIGAN AND BOTH PARTIES AGREE TO ABIDE BY THEIR DECISION.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

A. THE ADMINISTRATION AGREES AT ALL TIMES TO MAINTAIN A LIST OF SUBSTITUTE TEACHERS. TEACHERS SHALL BE INFORMED OF A TELEPHONE NUMBER THEY MUST CALL BEFORE 7:30 A.M. TO REPORT UNAVAILABILITY FOR WORK. ONCE A TEACHER HAS REPORTED UNAVAILABILITY, IT SHALL BE THE RESPONSIBILITY OF THE ADMINISTRATION TO ARRANGE FOR A SUBSTITUTE TEACHER.

B. THE BEA MAY BE DULY ADVISED BY THE BOARD OF FISCAL, BUDGETARY AND TAX PROGRAMS AFFECTING THE DISTRICT AND THE BEA MAY HAVE THE OPPORTUNITY IN ADVANCE TO CONSULT WITH THE BOARD WITH RESPECT THERETO PRIOR TO GENERAL PUBLICATION.

C. THIS AGREEMENT SHALL SUPERSEDE ANY RULES, REGULATIONS OR PRACTICES OF THE BOARD AND BEA WHICH SHALL BE CONTRARY TO OR INCONSISTENT WITH ITS TERMS. IT SHALL LIKEWISE SUPERSEDE ANY CONTRARY OR INCONSISTENT TERMS CONTAINED IN ANY INDIVIDUAL TEACHER CONTRACT HERETOFORE IN EFFECT. THE PROVISIONS OF THIS AGREEMENT SHALL BE INCORPORATED INTO AND BE CONSIDERED PART OF THE ESTABLISHED POLICIES OF THE BOARD.

D. COPIES OF THIS AGREEMENT SHALL BE PRINTED AND PRESENTED TO THE BEA AND THE BOARD.

E. IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION OF THE AGREEMENT TO ANY EMPLOYER OR GROUP OF EMPLOYEES SHALL BE FOUND CONTRARY TO LAW, THEN SUCH PROVISION OR APPLICATION SHALL NOT BE DEEMED VALID AND SUBSISTING EXCEPT TO THE EXTENT PERMITTED BY LAW, BUT ALL OTHER PROVISIONS OR APPLICATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

ARTICLE XV - DURATION OF AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 1966 AND SHALL CONTINUE IN EFFECT FOR ONE YEAR UNTIL THE 30TH DAY OF JUNE 1967. THIS AGREEMENT SHALL NOT BE EXTENDED ORALLY AND IT IS EXPRESSLY UNDERSTOOD THAT IT SHALL EXPIRE ON THE DATE INDICATED.

ARTICLE XVI

WE, PROFESSIONAL EDUCATORS OF THE BELLAIRE EDUCATIONAL ASSOCIATION, AFFIRM OUR BELIEF IN THE WORTH AND DIGNITY OF MAN. WE RECOGNIZE THE SUPREME IMPORTANCE OF THE PURSUIT OF TRUTH, THE ENCOURAGEMENT OF SCHOLARSHIP, AND THE PROMOTION OF DEMOCRATIC CITIZENSHIP. WE REGARD AS ESSENTIAL TO THESE GOALS THE PROTECTION OF FREEDOM TO LEARN AND TO TEACH AND THE GUARANTEE OF EQUAL EDUCATIONAL OPPORTUNITY FOR ALL. WE AFFIRM AND ACCEPT

OUR RESPONSIBILITY TO PRACTICE OUR PROFESSION ACCORDING TO THE HIGHEST ETHICAL STANDARDS.

PRINCIPLE I - COMMITMENT TO THE STUDENT

WE MEASURE SUCCESS BY THE PROGRESS OF EACH STUDENT TOWARD ACHIEVEMENT OF HIS MAXIMUM POTENTIAL. WE THEREFORE WORK TO STIMULATE THE SPIRIT OF INQUIRY, THE ACQUISITION OF KNOWLEDGE AND UNDERSTANDING, AND THE THOUGHTFUL FORMULATION OF WORTHY GOALS. WE RECOGNIZE THE IMPORTANCE OF COOPERATIVE RELATIONSHIPS WITH OTHER COMMUNITY INSTITUTIONS, ESPECIALLY THE HOME.

PRINCIPLE II - COMMITMENT TO THE COMMUNITY

WE BELIEVE THAT PATRIOTISM IN ITS HIGHEST FORM REQUIRES DEDICATION TO THE PRINCIPLES OF OUR DEMOCRATIC HERITAGE. WE SHARE WITH ALL OTHER CITIZENS THE RESPONSIBILITY FOR THE DEVELOPMENT OF SOUND PUBLIC POLICY. AS EDUCATORS, WE ARE PARTICULARLY ACCOUNTABLE FOR PARTICIPATING IN THE DEVELOPMENT OF EDUCATIONAL PROGRAMS AND POLICIES AND FOR INTERPRETING THEM TO THE PUBLIC.

PRINCIPLE III - COMMITMENT TO THE PROFESSION

WE BELIEVE THAT THE QUALITY OF THE SERVICES OF THE EDUCATION PROFESSION DIRECTLY INFLUENCES THE FUTURE OF THE NATION AND ITS CITIZENS. WE THEREFORE EXERT EVERY EFFORT TO RAISE EDUCATIONAL STANDARDS, TO IMPROVE OUR SERVICE, TO PROMOTE A CLIMATE IN WHICH THE EXERCISE OF PROFESSIONAL JUDGMENT IS ENCOURAGED, AND TO ACHIEVE CONDITIONS WHICH ATTRACT PERSONS WORTHY OF THE TRUST TO CAREERS IN EDUCATION. AWARE OF THE VALUE OF UNITED EFFORT, WE CONTRIBUTE ACTIVELY TO THE SUPPORT, PLANNING, AND PROGRAMS OF OUR PROFESSIONAL ORGANIZATIONS.

PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

WE REGARD THE EMPLOYMENT AGREEMENT AS A SOLEMN PLEDGE TO BE EXECUTED BOTH IN SPIRIT AND IN FACT IN A MANNER CONSISTENT WITH THE HIGHEST IDEALS OF PROFESSIONAL SERVICE. SOUND PROFESSIONAL PERSONNEL RELATIONSHIPSSWITH

GOVERNING BOARDS ARE BUILT UPON PERSONAL INTEGRITY, DIGNITY, AND MUTUAL RESPECT.

SCHEDULE A

1. CREDIT FOR SATISFACTORY SERVICE OUTSIDE THIS SCHOOL SYSTEM SHALL BE GIVEN FOR THE FIRST FOUR YEARS OF EXPERIENCE, PLACING SUCH TEACHER ON THE 5TH STEP, BUT NOT BEYOND.

2. TEACHERS SHALL BE PLACED OR ADVANCED BEYOND STEP 5 OF THE SALARY SCHEDULE WHEN ADEQUATE PROOF IS SHOWN THAT 6 SEMESTER HOURS OF APPROVED COLLEGE COURSE WORK HAS BEEN COMPLETED IN THE LAST FIVE YEARS.

CREDIT FOR TRAVEL MAY BE SUBSTITUTED FOR UP TO 2 SEMESTER HOURS, PROVIDED THIS TRAVEL AND STUDY ENCOMPASS A UNIT OF WORK EXPECTED TO BE USEFUL IN THE TEACHER'S AREA OF TEACHING. GENERALLY SPEAKING, 5 DAYS OF STUDY OR EXPLORATION WOULD BE EQUIVALENT TO 1 SEMESTER HOUR. TRAVEL TO AND FROM THE AREA OR SPENT IN VISITING SHOULD BE DEDUCTED. (THERE IS A RULING BY THE INTERNAL REVENUE DEPARTMENT ON THIS) A SPECIFIC UNIT OF AREA WOULD NOT USUALLY BE GIVEN CREDIT A SECOND TIME, UNLESS OF A NATURE THAT A SECOND VISITATION WOULD BE AN INTEGRAL PART OF THE STUDY. AMOUNT OF CREDIT FOR SPECIFIC TRAVEL MAY BE DETERMINED IN A PRE-PLANNING AND FOLLOW-UP DISCUSSION WITH THE SUPERINTENDENT, OR IN THE FORM OF WRITTEN REPORTS, MATERIALS, ETC.

3. A TEACHER ALREADY AT THE 5TH STEP OR BEYOND, DUE TO EXPERIENCE CANNOT ADVANCE TO THE NEXT STEP UNTIL ITEM 2 HAS BEEN MET IN FULL.

4. ALL CHANGES IN CLASSIFICATION DUE TO COLLEGE CREDIT EARNED MUST BE REPORTED IN WRITING BY AUGUST 15, WITH DUE PROOF FROM THE REGISTRAR OF THE COLLEGE.

5. DEVIATIONS FROM STEP PLACEMENT GUIDES SHOULD ONLY OCCUR WHEN THE BEA HAS BEEN NOTIFIED AND ASSISTANCE SOLICITED IN LOCATING A QUALIFIED TEACHER AT THE NORMAL SALARY. UNUSUAL DUTIES AND TEACHING SITUATIONS, ONCE RECOGNIZED SHOULD BE ENTERED AS A PART OF THE REGULAR SALARY SCHEDULE RATHER THAN IN ADVANCEMENT OF STEPS IN THE SALARY SCHEDULE.

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SCHEDULE A

STEPS	CONTRACT	FACTOR	RAISE	M.A.	M.A.+30
1	5000	1.00		5400	5600
2	5100	1.02	100	5500	5700
3	5300	1.06	200	5700	5900
4	5500	1.10	200	5900	6100
5	5800	1.16	300	6200	6400
6	6100	1.20	300	6500	6700
7	6400	1.28	300	6800	7000
8	6600	1.32	200	7000	7200
9	6800	1.36	200	7200	7400
10	7000	1.40	200	7400	7600

IN ADDITION TO THE BASIC TEACHER SALARY AS PROVIDED IN THE FOREGOING, THERE SHALL BE PAID THE FOLLOWING FURTHER SUMS:

CLASS SPONSOR (PRO-RATED ACCORDING TO GRADE INVOLVED)

- 8TH GRADE - \$10.00
- 9TH GRADE - \$25.00
- 10TH GRADE - \$50.00
- 11TH GRADE - \$75.00
- 12TH GRADE - 100.00

DESIGNATED CHAIRMAN OF DEPARTMENT	100
SCHOOL RELATED CLUBS SPONSOR	100
SCHOOL PLAY	100
SCHOOL PAPER	100
SCHOOL YEARBOOK	150
COACH DEBATE	150
MUSIC PROGRAMS	300
HEAD FOOTBALL COACH	400
HEAD BASKETBALL COACH	400
HEAD TRACK COACH	250
ASSISTING OR JUNIOR HIGH COACH	200