

1971-72

Bellaire 15
8/31/72

PROFESSIONAL AGREEMENT

This agreement entered into this 13th day of November, 1971, by and between the Bellaire Education Association, a voluntary, unincorporated association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the school district of Bellaire, Village of Bellaire, Michigan, hereinafter called the "Board". The Association and Board shall be the sole parties to this agreement.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Bellaire Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale 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 the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - Recognition

The board hereby recognizes the association as the sole and exclusive bargaining representative for all certified or professional personnel whether under contract, or leave, or on a per diem, hourly or class rate basis, employed or to be employed by the board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, and any other person engaged fifty percent of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

The board agrees not to negotiate with or recognize any teachers organization other than the association for the duration of this agreement.

11/13/71-8/31/72

MEA
1216 KENDALE
E. Lansing, MI 48823

11-13-71

Bellaire Public Schools

ARTICLE II - Rights of the Board

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE III - Professional Dues or Fees and Payroll Deductions

Deductions for dues (BEA, MEA & NEA and affiliated groups), hospitalization, health insurance, credit unions and/or tax annuities shall be provided as follows:

- A. No charge for BEA, MEA & NEA dues.
- B. No charge for hospitalization and health insurance with Blue Cross/Blue Shield or MEA.
- C. All other deductions named above will be provided upon request at a cost in the amount of 35¢ for a single entry per pay period per teacher involved, and in the amount of 50¢ for open or double entries per pay period per teacher involved.

ARTICLE IV - Working Conditions

- A. Class Load - the following are deemed as realistic class size loads and the employer will make every reasonable effort to see that they are followed:

Kindergarten	25
Grades 1 thru 6	28
Combination	24
Special Education	15
Grades 7 thru 12:	
Social Studies	28
English	28
Math	28
Science	28 Junior High
Language	25 (lab room capacity)
Business	24 (room capacity)
Typing	28 or room capacity
Industrial Arts:	22
7th & 8th	25
Drafting	15
General Shop	18
Woodworking	12
Music	40
Art:	
7th & 8th	24
9 thru 12	18
Health Education	28
Physical Education	35
Home Economics:	
7th & 8th	25
9 thru 12	20
Home & Family Lvg.	28

ARTICLE IV - Working Conditions Cont'd.

A. Class Load Cont'd.

If, in any event, a Kindergarten class exceeds 25 students, an elementary class exceeds 28 students, or a special education class exceeds 15 students, the teacher affected will have the right to extra services of a teacher aide.

In grades 7 thru 12, if the total number of students assigned a teacher per day for five teaching periods exceeds the number of students as listed above by subject, the teacher so affected will have the right to extra services of a teacher aide.

- B. A teacher shall be required to report at his teaching station for duty at 8:15 A.M. and shall be free to leave at 3:45 P.M. Teachers are encouraged to remain sufficient time after the close of the pupil's regular school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher. On Fridays or days preceding holidays, teachers shall be free to leave immediately after the student body is dismissed.
- C. All teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to the regular lunch period of his students.
- D. Except with the consent of the teacher, a Junior High and/or High School teacher's assignment shall be five (5) periods.
- E. Elementary teachers will be provided two 15 minute relief periods each day. In addition, elementary teachers may use for preparation time during which their classes are receiving instruction from various teaching specialists.
- F. Teachers of music, art, physical education and the laboratory sciences, librarians, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.

ARTICLE V - Changes in Teaching Assignments

Changes in teaching assignments later than two (2) weeks after the closing of the regular school year will be made only with the consent of the teacher involved.

ARTICLE VI - Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, on forms furnished by the Board. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.

An involuntary transfer will be made in case of an emergency to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.

- B. The Association recognizes that when a vacancy occurs during the school year, it may be difficult to fill it from within the district without undue disruption to the existing instructional program. If the Superintendent, in his reasonable judgment, so determines such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.

- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall post notice of same on a bulletin board in each building for no less than three (3) weeks before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior.

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

1. Teachers with specific interests in possible vacancies will notify the Superintendent in writing during the last regular week of school and shall include a summer address.
2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent and notified of the vacancy.
3. The teacher so notified shall have the responsibility of contacting the Superintendent indicating his interest in said position within three (3) days of notification.

ARTICLE VII - Professional, Personal, Sabbatical,
Maternity Leave & Jury Duty

- A. At the beginning of every school year, each teacher shall be credited with four (4) days to be used for the teacher's professional business. Professional business days may be used for any educational purpose at the discretion of the Administrator. The teacher planning to use a professional business day shall notify his principal at least one (1) week in advance of his absence. Professional business days shall be used for the purpose of:
1. Visitation to view instructional techniques of other programs.
 2. Conferences, workshops or seminars conducted by colleges, universities and the MEA and NEA and/or affiliated departments thereof.

The teacher may be requested to file a written report, within one (1) week of his attendance at such visitation, conference, workshop or seminar.

- B. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least three (3) days in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend or vacation period and reasonable restrictions may be imposed on personal leaves on such days.
- C. Teachers who have been employed for six (6) consecutive years by the Board may be granted a sabbatical leave for their professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to -
1. Attending college, university or other educational institution.
 2. Travel which will improve the teacher's ability to teach in his particular field.

To qualify for such sabbatical leave, a teacher must hold a permanent or life teaching certificate. A teacher returning from a sabbatical leave shall be restored to his teaching position or to a position of like nature, seniority, status and pay.

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ARTICLE VII - Professional, Personal, Sabbatical,
Maternity Leave & Jury Duty Cont'd.

- D. Up to two (2) full school years shall be granted to a tenure teacher upon application for maternity leave. A leave shall commence upon the mutual consent of the teacher and school board. Upon notice of intent and a favorable medical report, the teacher shall be returned to her original position or the first open position of like nature, seniority, and status for which she is qualified. The teacher shall return to the placement on the salary schedule at which she left and other accrued benefits reinstated upon her return.
- E. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall not be charged for personal or business day or sick leave and will receive the difference between his regular daily rate and the amount paid for jury duty.

ARTICLE VIII - Illness or Disability

- A. At the beginning of each school year, each teacher shall be credited with a ten-day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to 90 days with no deduction in pay. The Board shall furnish a written statement at the beginning of each school year, setting forth the total of sick leave credit.
- B. Absence due to death or emergency illness in the teacher's immediate family shall be deemed legitimate use of sick leave.
- C. A teacher who is unable to teach because of injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence.

ARTICLE IX - Retirement of Teacher

Upon reaching the age of sixty-five (65), a teacher will no longer have tenure and will be employed on a year-to-year basis. The teacher may be required to submit evidence such as a doctor's report testifying to his ability to carry on the normal duties of a teacher. Further examinations may be required by the Board at their expense. It would be the responsibility of the Board to show cause for dismissal.

ARTICLE X - Teacher Evaluation & Progress

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of newly employed personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish these goals:

- A. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations shall occur at least one (1) month following the commencement of services and ninety (90) days prior to the end of the probationary school year.
- B. A personal interview shall be held within ten (10) school days of the observation. The subject teacher may request the presence of a member of the BEA evaluation committee at this interview.
 1. The evaluators will discuss with the teacher whether he is meeting the responsibilities satisfactorily and may recommend changes that should be made in the responsibilities, the conditions or the teaching.
 2. The evaluators shall provide to any teacher receiving a substandard evaluation definite, positive assistance to rectify any professional difficulties, following up with subsequent observations and recommendations.
- C. A written evaluation shall be submitted to the administration within fifteen (15) days of the observation with a copy to be furnished to the subject teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.
- D. Evaluation shall be conducted by a qualified building principal or assistant principal or other qualified administrator, and a member of the BEA evaluation committee. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes.
- E. The BEA evaluation committee shall consist of one member of the high school staff and one member of the elementary staff plus an alternate in each area. This committee will be present at both observations and fill out a written report to be given to the principal and the subject teacher.
- F. Each teacher shall have the right to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XI - Professional Qualifications

Persons with less than a Bachelor's Degree from an accredited college or university, and without a provisional or permanent certificate, shall not be employed except in cases of emergency. Persons so employed will receive a salary of \$400 less than that set forth in Schedule A, Step 1, of the Bachelor's Degree. No person may be employed as a teacher for more than three years without a Bachelor's Degree and either a Provisional or a Permanent Certificate. Upon receiving the same, said teacher shall be placed on his proper step on the Salary Schedule, but not to exceed the fourth step.

ARTICLE XII - In-Service Professional Education

To insure total staff participation in curriculum planning, the Board will provide early dismissal of students and release time for the teacher a minimum of four (4) times during the school year for in-service meetings. These meetings will last until 4:30 P.M. unless otherwise designated.

ARTICLE XIII - Professional Grievance Procedure

- A. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provision of said act and the established procedure thereof.
- B. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board, may be processed as a grievance as hereinafter provided.
- C. In the event that a teacher believes there is a basis for grievance, he shall first discuss the alleged grievance with his building principal, either personally or accompanied by his Association representative. The grievance must be filed within fifteen (15) calendar days of the violation, misinterpretation, or within fifteen (15) calendar days of the discovery thereof.
- D. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the form available from the Association, signed by the grievant and a representative of the grievance committee of the Association. No grievance shall be filed unless so signed.
- E. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy to the Association.

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11-13-71

ARTICLE XIII - Professional Grievance Procedure Cont'd.

- F. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made with five (5) calendar days of such meeting (or ten (10) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or within two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

ARTICLE XIV - Professional Compensation

- A. The basic 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 designated periods.
- B. All teachers shall be given full credit on the salary schedule set forth in Schedule A, for full years of outside teaching experience up to and including five (5) years.
- C. No monies shall be included in a teacher's salary unless included in ratified Schedule A.

ARTICLE XV - Reduction in Personnel

- A. In the event the Board of Education finds it necessary to reduce the number of teaching personnel, it reserves the right to select the area and the schools in which the reduction in personnel shall take place.
- B. Before the Board makes any necessary reduction in personnel, it will first confer with the Association regarding the effects of such reduction.

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ARTICLE XV - Reduction in Personnel Cont'd.

- C. In cases requiring a reduction of the teacher work force, the order of reduction shall be:
1. Teachers with less than a Bachelor's Degree and/or a Provisional Certificate
 2. Teachers according to
 - (a) Certification
 - (b) Qualifications, and
 - (c) Years of service.
- D. Order of recall shall be in the reverse order of reduction of personnel.

ARTICLE XVI - Negotiation Procedure

- A. Representatives of the Board and the Association Bargaining Committee will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, an agenda covering what they wish to discuss.
- B. Between March 15 and April 15, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives shall have the necessary power to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. There shall be three (3) signed copies of the final agreement for the purposes of record.
 - (a) One copy to be retained by the Board.
 - (b) One copy to be retained by the Association.
 - (c) One copy to be retained by the Superintendent.

ARTICLE XVII - Miscellaneous Provisions

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this agreement.

Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

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ARTICLE XVII - Miscellaneous Provisions Cont'd.

This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board. All teachers covered under this agreement who participate in the production of tapes, publications or other produced educational materials shall retain residual rights should they be copywritten or sold by the school district.

If any provisions of this Agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Upon the request of either party, the Association or Board, negotiations will be initiated to constructively consider and resolve matters not covered or clarified by this agreement. The outcome of such negotiations shall be subject to ratification and added as an amendment to this document.

ARTICLE XVIII - Duration of Agreement

This agreement shall be effective as of November 13, 1971, and shall continue in effect until August 31, 1972. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By(ss) Nancy Stoneburner
Its President

By(ss) Theda R. Skinner
Its Secretary

By(ss) Bradford Raby
Chairman, Negotiating Comm.

By(ss) Richard N. Langs
Negotiating Committeeman

By(ss) Stan Sexton
Negotiating Committeeman

BOARD OF EDUCATION

By(ss) Ordon D. Hierlihy Jr.
Its President

By(ss) W. Roger Crandall
Its Secretary

By(ss) LeRoy Symons
Member

By(ss) Mark Polzin
Member

By(ss) Keith H. Fischer
Member

By(ss) Maxine L. VanSice
Member

By(ss) Karl E. Larson
Member

SCHEDULE A

Step	B.A.	M.A.	M.A. + 15
1	\$ 7,275	\$ 7,875	\$ 8,175
2	7,547	8,147	8,447
3	7,819	8,419	8,719
4	8,091	8,691	8,991
5	8,363	8,963	9,263
6	8,634	9,234	9,534
7	8,960	9,560	9,860
8	9,341	9,941	10,241
9	9,721	10,321	10,621
10	10,102	10,702	11,002
11	10,481	11,081	11,381
12	10,862	11,462	11,762

Also, each teacher shall receive, not to exceed 4% of Step 1-B.A. in fringe benefits to be paid by the Board of Education. This will be applied as directed by the individual teacher in the following manner:

1. Blue Cross and/or Blue Shield medical, major medical, hospitalization or loss of time insurance.
2. M.E.A. medical, major medical, hospitalization, loss of time insurance or Dental Insurance.

SCHEDULE A - EXTRA DUTY PAY

	Years in Activity	Step on B.A. Scale	Amount
@ 12%			
Athletic Director	1 - 2	1 - \$7,275	\$873
	3 - 4	2 - 7,547	906
	5 & over	3 - 7,819	938
@ 10%			
Music Director	1 - 2	1 - \$7,275	\$728
Head Football Coach	3 - 4	2 - 7,547	755
Head Basketball Coach	5 & over	3 - 7,819	782
@ 6%			
Ass't Football Coach			
J.V. Basketball "	1 - 2	1 - \$7,275	\$437
Head Track "	3 - 4	2 - 7,547	453
Head Baseball "	5 & over	3 - 7,819	469
Head Skiing "			
@ 5%			
Girls Basketball Coach	1 - 2	1 - \$7,275	\$364
	3 - 4	2 - 7,547	377
	5 & over	3 - 7,819	391
@ 4%			
7th Basketball	1 - 2	1 - \$7,275	\$291
8th Basketball	3 - 4	2 - 7,547	302
Cheerleading	5 & over	3 - 7,819	313
Other activities:			
Club Sponsor	\$110		
School Play	110		
Year Book	350		
School Paper	110		
Class Sponsors:			
7th grade (2) @	\$ 50		
8th grade (2) @	50		
9th grade (2) @	100		
10th grade (2) @	100		
11th grade (2) @	150		
12th grade (2) @	200		
Driver Education	\$ 35 per student		
Summer Music	\$900		