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PROFESSIONAL NEGOTIATIONS

NEGOTIATION CONTRACT

between

BELLEVUE EDUCATION ASSOCIATION

and

BELLEVUE BOARD OF EDUCATION

Bellevue Bd. of Educ.

Ratified  
Aug. 19 '68

M.E.A.  
1216 KENDALE  
E. LANS., MI.  
48824

(100/8/68)

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This contract entered into this nineteenth day of August, 1968, by and between the Board of Education of the Bellevue Community Schools, Bellevue, Michigan, hereinafter called the "Board" and the Bellevue Education Association, hereinafter called the "Association" shall be known as the Negotiation Contract.

PREAMBLE

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Bellevue community 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 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, 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 Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, regularly employed part-time teachers, guidance counselors, librarians, speech and hearing therapists, teachers of the physically or the mentally handicapped, advising and critic teachers employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel to include, but not limited to, supt., assistant supt., principals, assistant principals and business managers.

The term "Teacher", when used hereinafter in this contract, shall refer to all represented by the association in the bargaining or negotiating unit as defined above, and reference to male teachers shall include female teachers.

The term "regularly employed part-time teachers", shall be construed to mean teachers under contract who shall teach not less than three (3) hours per day, five (5) days per school week and at least twenty (20) consecutive days at the same position at any one time and within any one school year.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this contract. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance or having a grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this contract, provided that the Association has been given the opportunity to be present at such adjustment.
- C. DEDUCTION OF MEMBERSHIP DUES: In order to obtain deduction of membership dues, the Secretary of the Association shall deliver to the Board office (office of the Superintendent), within ten (10) days after the opening of school, and authorization card signed by the employee requesting deduction of membership dues of the Association, including the National Education Association, the Michigan Education Association, Eaton County District Association and the Bellevue Education Association. Said authorization card requesting deductions shall remain in effect until revoked in writing signed by the teacher and proof in writing that the teacher has notified the association between July 1 and September 1 of a given year.

Termination of employment does not relieve the individual teacher of the responsibility of meeting yearly the obligation of membership in these organizations. The final check will be used to meet these obligations through deduction for the remainder of the year. The Board will not refund nor be responsible for any refund of said dues after any one of the deductions have been made.

Such deductions will be prorated and made from the second check issued each month from September through June. This makes a total of ten deductions. Such deductions will be remitted as billed by separate checks to the MEA and to the BEA treasurer. Any authorization cards properly submitted later in the school year will be deducted in accordance with the above.

- D. The Board shall also make payroll deduction upon written authorization from teachers for annuities, credit union, or any other plans or programs jointly approved by the association and the Board. Payroll deductions per check shall be deducted as evenly as possible.

## ARTICLE II A

### Board Rights

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all teaching personnel subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## ARTICLE II B

### Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or

indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, collective professional negotiations with the Board, or his institution of any grievance, complaint alleging a violation of this contract or any promulgated policies of the Board that are not contrary to the provisions of this contract.

- B. MEDIATION BOARD: The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.
- C. MEETING PLACE: The Association and its members shall have the right to request a school room to be used during the hours of 3:30 p.m. to 10:00 p.m. on Monday through Friday for meetings. The Board of Education shall have the right to designate a suitable room so as not to conflict with other use permitted by the Board of Education. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards shall be made available to the Association in faculty rooms.
- D. The Board agrees to make available, annually, information concerning budget when requested by the Association or information which may be necessary for the Association to process any grievance or complaint.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers in this contract hereunder shall be deemed to be in addition to those provided elsewhere by law.
- F. Membership in any teacher organization shall not be required as a condition of employment.

### ARTICLE III

#### Professional Compensation

- A. The salary schedule is based upon a normal weekly teaching load for the period of the school calendar. The proposed school calendar for each succeeding year will be presented to the Association for consideration and review prior to final review and adoption by the Board. The teacher's salary schedule entitled Appendix A which is attached hereto is made a part of this agreement and is incorporated herein by reference. The final payment of the contracted salary due for the school year will be given to the teacher on the last pay period in June.
- B. Those legal holidays, as recognized by the school code, shall be observed and all schools closed.
- C. Not more than two teachers who are engaged during the school day in negotiating in behalf of the Association with any representative of the Board and participating in any professional grievance negotiation of the B.E.A. shall be released from regular duties without loss of salary. Released time depends on the availability of a substitute.

- D. A teacher shall be released from regular duties without loss of salary for the purpose of attending area or regional meetings as provided on the adopted school calendar.

#### ARTICLE IV

##### Teaching Hours

- A. The teacher's normal teaching hours in the elementary and secondary schools shall be as follows:
- (1) Teachers shall report no later than twentyfive (25) minutes prior to the start of classes.
  - (2) Teachers shall be at assigned place of duty not later than fifteen (15) minutes prior to the start of classes.
  - (3) Teachers should leave school no earlier than thirty (30) minutes after the close of classes except on Friday or the day before a holiday except as otherwise provided by written Board policy. Upon request to and approval by the principal, a teacher may be excused earlier.
  - (4) Teachers are to return to their classrooms after noon dismissal five (5) minutes prior to beginning of class.
- B. All elementary and secondary teachers shall be entitled to a duty-free uninterrupted lunch period of no less than fiftyfive (55) and fortyfive (45) minutes respectively, except in case of emergency situations as determined by the immediate principal or superintendent and the Association.
- C. Elementary teachers will be provided relief time when special activity teachers (music, art, physical education) are teaching their room or as provided in the recess schedule determined by the principal.
- D. Teachers shall not be required to report to work on a day when school is called off because of "Acts of God", except that teachers may be requested to report for the work on succeeding school days when school remains closed for the above reason. If requested to report on such succeeding days, notification will be given via radio stations WBCK and WKFR in Battle Creek and station WCER in Charlotte. Teachers shall attend school when so notified unless their personal safety shall be jeopardized by so doing. In the event this be the case, the teacher shall notify the Superintendent not later than the following day as to the reason that he was unable to attend.

In the event the teacher fails to comply with the above requirements, then and in that event the board reserves the right to deduct the teacher's salary for unexcused absences.

#### ARTICLE V

##### Teaching Loads and Assignments

- A. The normal weekly teaching load in the junior and senior high school will be as stated by the University of Michigan Bureau of School Services. Deviation may occur where there is mutual consent for experimental programs or where other temporary conditions require it. A teacher will not be assigned to the duties of another teacher against his wishes.

- B. Since pupils are entitled to be taught by teachers who are working within their area of certification, teachers may not be assigned, except temporarily, and for good cause, outside their areas of certification unless the teacher gives consent.
- 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 and prior to July 1st except in emergency situations. Such changes will be voluntary to the extent possible. Teachers will be consulted regarding possible combination of classes.
- D. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a teacher's work, it is agreed that the following limits on class size represent desired objectives. The utilization of facilities and personnel and the future planning of construction and staff recruitment shall be such as to move toward these objectives.

<u>Elementary</u>		<u>Secondary</u>	
K-2	25	General	30
3-6	30	Business	30
		Typing	30
		Ind. Arts	22
		Drafting	25
		Homemaking	22
		P.E.	40
		Art	25

## ARTICLE VI

### Teaching Conditions

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of the Association 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.
- B. A teacher shall not be required to drive a school bus as part of his regular assignment.
- C. Parking, restroom and lavatory facilities exclusively for teacher use, and a teacher's lounge in which smoking is permitted will be made available in schools as future remodeling or new building programs are planned.



- D. 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.
- E. In schools where continuous cafeteria service for teachers is not available, vending machines may be installed by the Association in faculty rooms, the proceeds to be used by the Association.
- F. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher outside and away from the school program or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- G. The provisions of this contract 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 Association agree 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

### Vacancies and Promotions

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the secretary of the Association. Except for an emergency, no position shall be filled for ten (10) days after the notice has been given to the secretary of the Association. In case of an emergency, the superintendent shall consult with the president of the Association and the Chairman of the P.N. Committee to explain the emergency.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to: (a) the professional background and attainments of all applicants, (b) seniority within the system, (c) priority of request in case of tied seniority, (d) competency of the individual in the judgment of the administration.

## ARTICLE VIII

### Transfers

- A. Since the frequent transfers of teachers from one school to another is disruptive of educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

- B. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer supervisory or executive status. 70

## ARTICLE IX

### SICK LEAVE -- PERSONAL BUSINESS LEAVE -- FUNERALS \*

- A. SICK LEAVE: A teacher will be credited with ten (10) school membership days of sick leave per school year for personal illness on the first day of his contract provided the teacher reports for work on that day. If regular teacher's contract starts later in the school year, he will be credited the total number of days equal to one (1) day per month through June of that school year. Unused sick leave shall be accumulative to ninety (90) days beginning with the 1966-67 school year. Each teacher shall be notified at the start of each school year, the number of sick leave days said teacher has on credit.

Conditions for administering the Sick Leave Policy are as follows:

- (1) An illness of more than five (5) consecutive school days shall require a Doctor's certificate which shall verify that the teacher needed more than the above mentioned five (5) days for said illness.
  - (2) Any teacher, whose personal illness extends beyond the accumulated sick leave time, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to two (2) calendar years. The Board reserves the right to require a certificate of health from a doctor whom the Board may designate. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position.
  - (3) Sick leave shall include absence because of serious illness in the immediate family, (namely: spouse, parents, children, brothers, and sisters) but not more that two (2) days in any school year.
- B. PERSONAL LEAVE DAYS: Three (3) personal leave days, which are a part of the ten (10) sick leave days per year, shall be granted for any reason with the following provisions:
- (1) Pre-arranged or non-emergency appointments for physical exams, dental work, eye exams, etc. shall be charged to personal business days.
  - (2) The day immediately preceding or immediately following a legal holiday or school recess (e.g.) Christmas, Memorial Day, last day of school) will not be recognized by the Board as a personal leave day.

- (3) Arrangements with the principal must be made at least twentyfour (24) hours in advance.
- (4) Not more than three (3) such absences shall be approved for the same day or days within the entire system.
- (5) Two (2) additional days (or four (4) half days) per year and not chargeable to the above mentioned sick leave days or personal business days will be allowed specifically and only for the purpose to allow a teacher to register for a course or courses at a Michigan College or University.

C. LEAVES FOR FUNERALS: Limited to two (2) teachers for the same funeral. The BEA may select the two to attend on behalf of the staff and the school.

\* See also Article X, Section B-1.

## ARTICLE X

### Leaves of Absence

- A. EXTENDED ILLNESS: See Article 9, Section A, Part 2.
- B. LEAVES WITH PAY: Leaves of absence with pay not chargeable against the teacher's sick leave allowance will be granted for the following reasons:
  - (1) A maximum of five days per school year for a death in the immediate family, (namely: spouse, parents or children). Two of these five days may be used to attend the funeral of brothers and sisters.
  - (2) Court appearance as a witness in any case connected with the teacher's employment or the school.
  - (3) Visitation approved by the administration to visit other schools or for attending educational conferences or conventions, including Association.
  - (4) Upon prior approval of the Superintendent not more than two 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 six (6) school days per school year.
  - (5) Time necessary to take the selective service physical examination.
  - (6) Absence for jury duty, 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 pay checks shall be turned over to the school.

C. LEAVES WITHOUT PAY: Leaves of absence without pay shall be granted upon application for the following purposes:

- (1) Educational improvement through further training. Application for this purpose must be filed by April 15 and have endorsed thereon the approval of the principal, superintendent and Board. The Board may restrict the total number of teachers on such leave at any one time not to exceed one (1) elementary teacher (K-6) and one (1) secondary teacher (7-12).
- (2) A maternity leave shall be granted without pay commencing not earlier than the end of the sixth (6th) month of pregnancy, unless the Board determines that, because of problems resulting from the pregnancy, the services of the teacher is unsatisfactory or the teacher requests earlier leave. Length of leave for pregnancy shall be agreed to by the Board and the teacher at the time of granting said leave and the same shall be final and binding on the applicant.
- (3) Leave of absence will be granted up to one (1) year to any teacher who joins the Peace Corps as a full time participant in such program. This period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.
- (4) The Board will study the possibility of adopting a sabbatical leave policy which, if approved, will become a part of the Board Policies.
- (5) A teacher who becomes an officer of the State Association and will require an extended leave of absence to perform his duties may, upon application to the Board, be granted a leave of absence without pay not to exceed one year. Such teacher shall receive credit toward annual salary increments.
- (6) Military leave of absence will cover any teacher who has left or leaves a teaching position, other than a temporary teaching position, in order to serve in any branch of the armed service of the United States and who upon termination of such services (1) receives an honorable discharge from the armed forces; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application to said school district for re-employment within 90 days after he is relieved from such military service shall be restored at the beginning of the semester or term following the application to such teaching position or to a position of like nature, seniority, status, and pay unless circumstances have so changed as to make it impossible or unreasonable to do so. Teachers on military leave shall be given the benefit of any increments and sick leave allowances up to two (2) years which will be credited to them as stated in Appendix A.
- (7) The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

ARTICLE XI

Terminal Leave

- A. The Board will consider adoption of a Terminal Leave Policy to become a part of the Board Policies. Such proposed policy will be referred to a joint study committee of the Association and the Board.

It is suggested by the Association that, in appreciation for services to the school district, a terminal leave payment of fifteen dollars (\$15.00) per year of service in the district will be paid upon retirement provided this teacher shall have been employed in this school district for twenty (20) years.

- B. A teacher who reaches the age of 65 years on or before June 30 of the current school year shall be automatically retired on that June 30. The Board of Education reserves the right to utilize future services of said retiree as a temporary or permanent substitute teacher. Salary paid to such teacher shall be paid on the basis of the current substitute pay schedule. Refer to Appendix A, Part H, Number 1.

In the event the retiree is employed beyond the twenty-first consecutive day at the same station the teacher will be paid on the regular salary schedule and will also receive retroactively the difference between substitute pay and the regular salary schedule pay for the first twenty consecutive days.

ARTICLE XII

Insurance Participation

- A. The Board will contribute twelve dollars (\$12.00) per month for Super Med for twelve (12) months (except as indicated in item C of this article) for each teacher, who has specifically submitted a payroll deduction authorization for coverage in a group medical insurance plan agreeable to the Board and the Bellevue Education Association. Teachers not wishing medical insurance would have the option to the \$12.00 subsidy toward group term life insurance and/or income protection provided these options can be accomplished by the company furnishing the medical plan. It is agreed that such payroll deduction will be made for only one insurance carrier.

- B. The Board will not contribute toward the cost of Health Care Insurance for a teacher on Leave of Absence.
- C. The Board will contribute through June toward this program for retiring teachers and for those people who are leaving this system at the close of the school year.
- D. The Board will not continue to contribute toward this pay program for any teacher who leaves the system before the close of the school year.

#### ARTICLE XIII

##### Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Each teacher shall have the right upon request to review the contents of his own personnel file except confidential information. A representative of the Association may be requested to accompany the teacher in such review.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being disciplined for any infraction of discipline 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.
- D. No teacher shall be disciplined, reduced in rank, reduced in compensation or deprived of any professional advantage without a written statement from the Board stating cause and shall be entitled to a hearing before the Board concerning this cause. However, it shall be noted that by Board policy, all extra-curricular assignments and supervisory appointments do not come under tenure status.
- E. A policy on procedures for the evaluation of teachers, which is now being developed by a teacher and administrative committee, will, upon adoption by the Board, become a part of Board policies and the Master Agreement.

#### ARTICLE XIV

##### 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 Board 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 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 Board 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 Board or its designated representative. The Board, by discretionary action, may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all 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, by discretionary action, may provide legal counsel and render all necessary assistance to the teacher in his defense.
- D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

## ARTICLE XV

### Negotiation Procedures

- A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representative 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 a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually agree 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.
- B. Not earlier than January 15, 1969, the parties will likewise begin negotiations for a new contract covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. It is contemplated that matters not specifically covered by this contract but of common concern to the parties shall be open for discussion between them from time to time during the period of this agreement upon request by either party to the other.

## ARTICLE XVI

### Grievance Procedures

- A. Definitions
  - (1) A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to school operation.
  - (2) The "aggrieved person" is the person or persons making the claim.
  - (3) The term "teacher" included any individual or group who is a member of the bargaining unit covered by this contract.



- (4) A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- (5) The term "days" shall mean calendar days.
- (6) It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes remedy (discharge and/or demotion), nor shall it apply to the decision of the Board not to renew a probationary Teacher's contract.

#### B. Purpose

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 or proceeding independently as described in Section E of these procedures.

#### C. Structure

- (1) There shall be one Association Representative for the teachers in grades K-6 and one for the teachers in grades 7-12 to be selected in a manner determined by the Association.
- (2) The Association shall establish a Professional Rights and Responsibilities Committee, composed of five teachers, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

- (3) The appropriate principal shall be the administrative representative when the particular grievance arises in that building.
- (4) The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

(1) Level One:

A teacher with a grievance shall within ten (10) working days of the event or occurrence that gave rise to such grievance, discuss it with his immediate supervisor or principal: individually, or with his Association Representative, or through the Association Representative.

(2) Level Two:

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The presentation of the grievance to the PR & R Committee must be made within five (5) days. The Association Representative may assist in writing the grievance.
- (b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it may assist the teacher in processing the claim with the superintendent of schools. In either case, the grievance shall be presented to the superintendent of schools within five (5) days. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

**(3) Level Three:**

In the event the aggrieved person is not satisfied with the disposition of his grievance by the superintendent, or if no decision has been rendered within ten (10) days from date of receipt of the grievance by the superintendent, the teacher and/or the PR & R Committee may file the alleged grievance in writing and signed with the Board of Education at least seven (7) days prior to the next regular meeting (or a special meeting if agreeable to both parties) of the Board.

The Board shall place said grievance on the agenda of its next regular meeting (or a special meeting if agreeable to both parties) at which time the teacher and/or the spokesman for the PR & R Committee shall be given an opportunity to be heard. The Board shall render its decision in writing within fifteen (15) days following this meeting.

**(4) Level Four:**

If the decision rendered by the Board is not satisfactory, the teacher and/or the PR & R Committee may file the grievance with the State Labor Mediation Board as provided by law.

**E. Rights to Representation**

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided, further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

**F. Miscellaneous**

- (1)** A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
- (2)** The grievance discussed and the decision rendered at Level One may be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

- (3) 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.
- (4) All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- (5) Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- (6) Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.
- (7) Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.
- (8) In the event the teacher, filing the original grievance under Level 1 withdraws his grievance or leaves the employment of the School District, this shall cease the further processing of said grievance.

## ARTICLE XVII

### Miscellaneous Provisions

A. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

B. PROFESSIONAL ETHICS AND PRACTICES:

Both parties to this Contract recognize that ethical behavior and professional attitudes are necessary for the welfare of our educational endeavors. The professional Code of Ethics authored by the Michigan Education Association and the National Education Association shall be recognized as the guidelines for professional conduct. The Association hereby agrees to encourage teachers in their respect for and compliance with these Ethical Codes.

- C. This Contract 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. The provisions of this Contract shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Contract shall be furnished at the expense of the Board and presented to each teacher now employed or hereafter employed by the Board. These copies are the property of the Board and shall be returned when the teacher leaves this employment.
- E. If any provision of this Contract 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.

#### ARTICLE XVIII

##### Statements of Intent

- A. Statements of individual letters of intent to continue employment the next year will be issued no later than March 15 of each year and such statements of individual letters of intent shall be returned to the office of the Superintendent of Schools no later than April 1 of each year, except that this deadline may be extended upon mutual agreement in individual cases.

By April 15, the signed letters of intent shall be given to the B.E.A. for their file. They will be made available to the administration upon request.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of August 19, 1968, and shall continue in effect for one (1) year until the thirtieth day of June, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BELLEVUE BOARD OF EDUCATION

By *Paul A. Church*  
Its President, Ferris Church

By *Jean LaPoint*  
Its Secretary, Jeane LaPoint

BELLEVUE EDUCATION ASSOCIATION

By *Echoe D. Deibert*  
Its President, Echoe Deibert

By *Grace A. Palmer*  
Its Secretary, Grace A. Palmer

APPENDIX A

Teacher's Salary Schedule

A. PURPOSE OF THE SCHEDULE

The purpose of the salary schedule is to attract and retain well qualified and competent teachers, so far as the school's financial budget will permit.

B. REQUIREMENTS FOR TEACHER EMPLOYMENT

It is the policy of this Board to employ, except in emergency, teachers who have earned a Bachelor's degree and who hold a legal Michigan Provisional, Permanent or Life certificate for public school teaching. Non-degree and special certificated teachers, who may be employed, are expected to present satisfactory evidence of progress toward completing their degree or acquiring the Provisional certificate each year. The minimum, as set by the State Department of Education, requires any Special certificated teacher, who is regularly employed, to earn six (6) SEMESTER hours of college credit which applies toward regular certification. All teachers are encouraged to continue with advanced work. Each teacher's record of professional growth will be carefully reviewed whenever recommendations for re-election are made.

The association shall be notified in each instance of employment of special certificated teachers and the Board shall indicate the extent to which they endeavored to fill position with a fully certificated person in writing.

C. EXCEPTIONS FROM MAKING PROFESSIONAL GROWTH\*

The following exceptions are recognized as being valid for exempting teachers from making professional growth.

- (1) Ill health, as satisfactorily explained to the Superintendent.
- (2) Near to retirement (3 to 5 years). A written statement is to be made to the Superintendent by the teacher.

\* These mentioned items in no way imply that the State Laws for Certification can be circumvented.

D. BASIC SALARY SCHEDULE

Steps	Non-Degree Incre. Salary 4 yrs. \$100.	B. S. Degree Incre. Salary 4.5% of Base \$292.50/yr.	B.S. +15 S.H. Salary Incre. 4.5% of Base \$301.50/yr.	M.S. Degree Salary Incre. 4.5% of Base \$315.00/yr.
0	\$5,000.00	\$6,500.00	\$6,700.00	\$7,000.00
1	5,100.00	6,792.50	7,001.50	7,315.00
2	5,200.00	7,085.00	7,303.00	7,630.00
3	5,300.00	7,377.50	7,604.50	7,945.00
4.	5,400.00	7,670.00	7,906.00	8,260.00
5		7,962.50	8,207.50	8,575.00
6		8,255.00	8,509.00	8,890.00
7		8,547.50	8,810.50	9,205.00
8		8,840.00	9,112.00	9,520.00
9		9,132.50	9,413.50	9,835.00
10		9,425.00	9,715.00	10,150.00

E. CREDIT FOR EXPERIENCE OUTSIDE THIS SYSTEM

Credit for experience outside this school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five years of experience. Half year experience may be considered for determining salary.

F. CHANGES IN DEGREE OR CERTIFICATION STATUS

Whenever the degree or certification status of a teacher changes which will affect a teacher's step in the salary schedule, it shall be the responsibility of the teacher to notify the Superintendent of Schools before September 1st of the school year involved and to present certified evidence from the college that is issuing the new degree or certificate. Changes that occur after the September 1st date will be considered at the next time contracts are renewed. This date will be rigidly adhered to.

Any teacher who for some reason is employed above the schedule, shall receive one-half annual increments until salary matches schedule or maximum is reached.

G. EXTRA COMPENSATION

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums for the following listed extra-curricular and special assignments. Percentages are based on the individuals' contracted salary.

(1) <u>Athletics</u>	<u>Percent</u>	<u>Athletics</u>	<u>Percent</u>
Athletic Director	8%	Ass't Baseball	4%
Head Var. Football	8%	Head Track	6%
Ass't Var. Football	6%	Jr. Hi Track	3%
Head J.V. Football	6%	Cross Country	5%
Ass't J.V. Football	5%	Golf	3%
Head Var. Basketball	8%	H.S. Intramural	3%
Head J.V. Basketball	6%	Jr. Hi Intramural	3%
Freshman Basketball	4%	Jr. Hi Flag Football	3%
Jr. Hi Basketball	4%	Girls Basketball	3%
Elem. Basketball	3%	G.A.A.	2%
Head Baseball	6%	Cheerleader Sponsor	2%
(2) <u>Class and Activity Sponsors</u>			
(2) Sr. Class Sponsors	1½% ea.	Audio-Visual Director	1½%
(2) Jr. Class Sponsors	1½% ea.	Safety Patrol Advisor	1½%
Yearbook	3%	Elem. Stud. Council Adv.	1½%
Newspaper	1½%	6th Grade Camp Director	1½%
Director of Plays	1½%	(6) 6th Gr. Camp Teachers -	
		each@ 1% of base salary	
(3) <u>Music</u>			
H.S. Instrumental Music Dr.	6%		
H.S. Choir Director	3%		
Band Camp Director	\$200		



(4) Extended Salaries

- Head Shop Instructor - Two weeks extra pay beyond scheduled school year.  
Librarian - One week extra pay beyond scheduled school year.  
Vocational Agriculture Instructor - Salary to be based on 50 weeks prorated from the basic salary schedule for a 38 week school year. This may be reviewed next year to consider a 49 week year.  
H.S. Counselor - Two weeks extra pay. One week prior to school and one week after school is out in June.  
Special Education Teachers - (County Reimbursed) \$500

Extra Compensation payments will be made at end of activity or end of school year whichever is first. Exceptions will be for those services performed on the school year basis, in which case the compensation will be added to the contracted salary and pro-rated with regular salary payments. Success, failure or suspension of the contracted activity will in no way effect the payment of the stated amount.

H. SALARY SCHEDULE FOR SUBSTITUTE TEACHERS

- (1) Substitutes pay shall be \$20.00 per day for the first twenty (20) consecutive days. Beginning with the twentyfirst consecutive day, at the same station the teacher will be paid on the regular salary schedule.
- (2) Request for a substitute by a regular teacher, in keeping with our sick leave policy, shall be made to the appropriate principal.
- (3) Other requests for absences shall be made to the Superintendent.
- (4) In case of any absence, the school will notify and pay the substitute.
- (5) All substitutes must have teaching certificates.