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M A S T E R C O N T R A C T

negotiated between

BELLEVUE EDUCATION ASSOCIATION

and

BELLEVUE BOARD OF EDUCATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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This contract entered into this ninth day of September, 1970, 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, business managers and Community Education Director.

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. FINANCIAL RESPONSIBILITY AND 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, an authorization card signed by the employee requesting deduction of membership dues of the Association, including the National Education Association, 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.

Any teacher who is not a member of the Association in good standing or who does not make the application for membership within ten (10) days after the opening of school, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize deduction for such fee in the same manner as provided in the above paragraph of this Article and Section. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in the above paragraph, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher, except that this clause shall not apply to those teachers who were employed as non-members during the 1968-69 school year, to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

The Board will not refund nor be responsible for any refund of said dues after any one of the deductions has been made; nor will the Board contribute payment from any of its funds for a teacher's membership dues in the event of termination of a teacher's employment or for any other reason. Such deductions will be prorated and made from the second check issued each month from September through May and one check in June. This makes a total of ten 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 deductions upon written authorization from teachers for Tax Sheltered Annuities with four Companies. These Companies are Mutual of New York, Washington National, Investors and M.E.E.S.A. 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. The Association, upon approval of the building administrator, will have the right to use school equipment, on school grounds, at times when such equipment is not in use and providing the Association has trained operators. The Association shall pay the cost of all materials and supplies incident to such use.
- 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. 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. By mutual agreement of the Board and B.E.A., teachers, who are engaged during the school day in behalf of the Association with any representative of the Board and/or participating in any professional grievance of the B.E.A., shall be released from regular duties without loss of salary.
- 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.

- E. A teacher taking a colleagues class during his planning period shall be compensated at the rate of five dollars (\$5.00) per class period.
- F. Teachers, who are required in the course of their work to drive their personal automobiles on school business, will be compensated at the rate of ten cents per mile. A teacher, who prefers to drive his personal automobile when a school car is available, will not receive this car allowance. Approval of requests for such trips and the use of the school car will be determined by the Superintendent of Schools.

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 to their teaching station no later than fifteen (15) minutes prior to the start of classes.
 - (2) Teachers shall not leave school earlier than twenty (20) minutes after the close of classes except on Friday or the day before a holiday except as otherwise provided by written Board policy or upon request to and approval by the building principal. Teachers will be required to remain beyond the twenty (20) minute time limit after school for student, parent, or professional conferences and for faculty and curriculum meetings.
 - (3) Teachers are to return to their classrooms after noon dismissal four (4) minutes prior to beginning of class.

B. All elementary and secondary (6-12) teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty-five (35) and thirty (30) minutes respectively, except in the case of emergency situations as determined by the immediate principal or superintendent and the association.

C. Elementary teachers will be provided preparation time when a special activity teacher (music teacher) is teaching in a room or as provided in the recess schedule determined by the principal.

When the special activity teacher is absent, a substitute will be provided. If a substitute is unavailable, the classroom teacher will be responsible for carrying on regular instructional activities and will be compensated for this extra classroom time at the rate of \$2.50 per thirty minute music period. This is in effect only when such services are contracted by the school board.

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 June 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.

Elementary

K - 2	25
3 - 6	30

Secondary

General	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 teachers' 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, Promotions and Letters of Intent

- 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 possessing the qualifications to apply for such vacancies may do so in writing to the superintendent's office within a ten (10) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building, class level, area of specialization, and other relevant factors.
- C. The Board reserves the right to deny applications as above specified.
- D. The Board shall furnish each teacher a letter of intent to return, retire, or terminate his employment on or before the fifteenth (15th) day of February of each year of this contract. These letters shall be signed by the teachers indicating the intended status for the ensuing year, not later than the fifteenth

(15th) day of March. This deadline may be extended for individual teachers by mutual agreement. Thereafter, but not later than the fifteenth (15th) day of April, the Board shall post notice of vacancies in accordance with A above, except where extensions occur. Any teacher who fails to submit a letter of intent to return, or reverses his position previously taken in a letter of intent that was submitted to the Board on or before the fifteenth (15th) day of March, shall be subject to having his position posted as a **vacancy and if filled, subject to unrequested transfer at the discretion of the administration.**

By March 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.

- E. If a promotion would result in placing a teacher in a supervisory position and hence be excluded from the terms of this contract, the Board reserves the right to promote on the basis of its own judgment of qualifications and also to hire new employees for any such opening or vacancy.
- F. Posting of such notices or vacancies mentioned in this Article shall be suspended when school is adjourned for the summer months, except that the President of the B.E.A. and Chairman of the Negotiating Committee shall be notified.

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.

ARTICLE IX

REDUCTION IN PERSONNEL

- A. SENIORITY: New Employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be length of continuous service with the Bellevue Community Schools Board of Education.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in grades K-6 and by subject matter taught in grades 7-12.
- D. Any teacher who is granted Tenure shall have seniority from the last day of hire.
- E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the first day of February.
- F. Necessary reduction of Personnel ... LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:
- (1) It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.
 - (2) In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
 - (a) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
 - (b) In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than three working days after the termination of the meeting requesting review of the list.
- G. RECALL: Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified with full credit for prior years of service in the Bellevue school system.
- H. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

ARTICLE X

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 one-hundred-ten (110) days beginning with the 1970-71 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) The Board, after consulting with the B.E.A. President, may require a doctor's certificate for any 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, but not more than two (2) days in any school year. Immediate family is: spouse, parents, children, brothers, sisters and any person residing as part of the immediate household.

B. PERSONAL LEAVE DAYS: Two (2) personal leave days, which are a part of the ten (10) sick leave days per year, shall be granted strictly for legitimate business that cannot be conducted outside of the school day 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 must be made 24 hours in advance with the Principal. Any apparent abuse of personal leave days should be referred to the ethics committee for action with written reports by the committee to the administration and the association.
- (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 B.E.A. may select the two to attend on behalf of the staff and the school.

* See also Article XI, Section B-1.

ARTICLE XI

Leaves of Absence

- A. EXTENDED ILLNESS: See Article X, 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 (5) 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) 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.
- (5) 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 reemployment 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.
- (6) The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

D. SABBATICAL LEAVE: Teachers who have been employed for seven (7) consecutive years in the Bellevue Community School District may be granted a sabbatical leave for one year, not to exceed two semesters. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall have his medical health insurance paid by the Board at the rate as stated in the Master Agreement between the Association and the Board.

A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such a period.

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

No more than one teacher may be granted a sabbatical during the same year. Request for a sabbatical leave must be submitted to the Board by April 1st of the preceding year that the leave is requested.

Final determination of an employee's request will be made by the 1st of May unless the Board or its agent agrees to grant an extension of time to the employee requesting a sabbatical leave.

ARTICLE XII

Retirement and Terminal Leave

A. The Board agrees to pay to a teacher, who is retiring from the profession and has been in the Bellevue Community Schools system for at least 20 years, his

accumulated sick leave time according to the formula below but not to exceed a total amount of \$300.00.

Formula: No. of accumulated sick leave days times daily pay at time of retirement equals amount but not to exceed a total payment of \$300.00.

- 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 (20) consecutive days.

ARTICLE XIII

Insurance Participation

- A. The Board will contribute twenty-four dollars (\$24.00) 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 \$24.00 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. This goes into effect with the new insurance contract which begins October 1, 1971.
- 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.
- E. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year.

ARTICLE XIV

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, public address 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 warned or disciplined for any infraction of rules or delinquency in professional performance which will be written up and placed in his personnel file. 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 or reprimanded without just cause. A teacher who is removed from or reduced in rank in an extra-curricular assignment shall receive a written statement from the Board stating the cause and shall be entitled to a hearing before the Board concerning this cause. It shall be noted that by Board policy all extra-curricular assignments and supervisory appointments do not come under the tenure status.
- E. A policy on evaluation of teachers has been adopted by the Board and was implemented in the 1969-70 school year as part of the Master Agreement. The Board agrees to consult with the Association on any changes or revisions of these evaluation procedures. The Association agrees to assist in the implementation of the procedures wherever it is feasible. Each teacher will be furnished with a copy of the evaluation procedures.

ARTICLE XV

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.
- F. Teachers will not be required to search for bombs when an emergency of this nature requires the removal of the students from buildings.

ARTICLE XVI

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 of each year, 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 XVII

No Strike Clause

- A. The Association hereby agrees that there shall be no stoppage or suspension of work or withdrawal of services for the duration of this Agreement.

ARTICLE XVIII

Grievance Procedures

A. Definitions

- (1) A "grievance" is defined as an alleged violation of a specific article or section of this Master Agreement, or evidence that there has been unreasonable application of a Board rule, order, regulation or policy.
- (2) The "aggrieved person" is the person or persons making the claim.
- (3) The term "teacher" includes any individual or group who is a member of the bargaining unit covered by the 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.

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 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 - Arbitration:

- (a) If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to presumptorily strike not more than three from the list of arbitrators.
- (b) Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- (c) In the event that the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that judgment thereon may be entered in any court of jurisdiction.
- (d) Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board policy.

If any grievance award shall include back pay, his award shall not extend more than thirty (30) days prior to the date of the Level One conference.
- (e) Grievances of similar nature may not be considered except upon express written mutual consent.
- (f) The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

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.

G. Procedure After Expiration of the Agreement

Notwithstanding the expiration of this Master Agreement any claim or grievance initially filed before the expiration of this Master Agreement may be processed through the grievance procedures until resolution.

ARTICLE XIX

Instructional Policies Council

- A. The Board of Education and the Association agree to hereby establish an Instructional Policies Council consisting of four Association representatives and four administrators. It shall be the function of this Council to serve as an advisory body to the Board of Education. The Council will develop guide lines and procedures for curriculum development and revision, student discipline and special student problems. As guidelines and procedures are developed or revised they will be presented to the Board of Education for review and consideration for adoption. This Instructional Policies Council will be organized by October 30, 1969.

ARTICLE XX

Professional Practices, Ethics and Behavior

- A. 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 shall accept the responsibility to deal with ethical problems in accordance with the terms of such code of ethics of the educational profession.

- B. PROFESSIONAL BEHAVIOR: The Association recognizes that abuses of sick or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undersirable conditions in the school building. The Association at their discretion may notify the Board of alleged delinquencies. The Board may likewise notify the Association of same. Joint efforts of the Board and the Association in the handling of alleged breaches of discipline or the code of ethics of the education profession shall be promptly reported in writing to the offending teacher and to the Association by the Board. The Association will use its best efforts to correct breaches of professional behavior by any teacher and in appropriate cases may institute proceedings against the offending teacher. The Board agrees to support the code of ethics of the Association and in appropriate cases to work with the Association in correcting violations. It is to be noted here that the Board realizes its legal responsibilities and may initiate corrective procedures without involving the Association.

ARTICLE XXI

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. 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.
- C. 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.
- D. 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 XXII

Entire Agreement Clause and Duration of Agreement

A. Entire Agreement Clause

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties, excepting those areas where letters of understanding have been agreed to. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

B. Duration of Agreement

This agreement shall be effective as of September 9, 1970, with salary payments retroactive to July 1, 1970, and shall continue in effect for two (2) years until the thirtieth day of June, 1972, except for salary and fringe benefits and one item to be selected by the Association and the Board which can be negotiated at the end of one (1) year, June 30, 1971. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SIGNED

BELLEVUE EDUCATION ASSOCIATION

BELLEVUE BOARD OF EDUCATION

By Lawrence R. Jeffery
Its President, Larry Jeffery

By Ferris A. Church
Its President, Ferris Church

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

By Jean LaPoint
Its Secretary, Jean LaPoint

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 certified 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 4.75% of Base \$363.38/year	B. S. + 15 S.H. Salary Incre. 4/75% of Base \$372.88/year	M. S. Degree Salary Incre. 4.75% of Base \$387.13/year
0	\$5,000	\$7,650.00	\$7,850.00	\$8,150.00
1	5,100	8,013.38	8,222.88	8,537.13
2	5,200	8,376.76	8,595.76	8,924.26
3	5,300	8,740.14	8,968.64	9,311.39
4	5,400	9,103.52	9,341.52	9,698.52
5		9,466.90	9,714.40	10,085.65
6		9,830.28	10,087.28	10,472.78
7		10,193.66	10,460.16	10,859.91
8		10,557.04	10,833.04	11,247.04
9		10,920.42	11,205.92	11,634.17
10		11,283.80	11,578.80	12,021.30
11		11,647.18	11,951.68	12,408.43
12		12,010.56	12,324.56	12,795.56

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>		Audio-Visual Director	1½%
(2) Sr. Class Sponsors	1½% ea.	Safety Patrol Advisor	1½%
(2) Jr. Class Sponsors	1½% ea.	Elem. Stud. Council Adv.	1½%
Yearbook	3%	6th Grade Camp Director	1½%
Newspaper	1½%	(6) 6th Gr. Camp Teachers-	
Director of Plays	1½%	each @ 1% of base salary	

(3) Music

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 48 weeks pro-rated from the basic salary schedule for a 38-week school 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 - The Special Education Teachers employed as such in the 1970-71 school year by the Bellevue Community Schools will receive an extra three hundred dollars (\$300.00) in 71-72; two hundred (\$200.00) in 72-73; one hundred (\$100.00) in 73-74; and be placed on the salary schedule in 74-75. All new special education teachers employed as the 1971-72 school year will be placed on the salary schedule and will not receive the extra compensation.

H. SALARY SCHEDULE FOR SUBSTITUTE TEACHERS:

- (1) Substitutes pay shall be \$22.50 per day for the first twenty (20) consecutive days. Beginning with the twenty-first consecutive day at the same station, the substitute teacher will be paid on the regular schedule that he would be entitled to if employed full time as a regular teacher in the Bellevue Community Schools.
- (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.

8/30/71

Letter of Agreement between
The Bellevue Community Schools Board of Education
and the Bellevue Education Association

The Board of Education offers the conditions listed below in a letter of agreement with the Bellevue Education Association for the year 1971-1972. This letter of agreement goes into effect upon the ratification of the Master Agreement between the Bellevue Board of Education and the Education Association.

1. The Middle School will begin its first class at 8:20 A. M. and dismiss at 2:45 P.M. The elementary and high school will begin at 8:30 A. M. and dismiss at 2:56 P. M.
2. Lunch facilities will be provided for teachers in the Middle School. Teachers may take their food to the teachers room. Provisions will be made for the pick up of the used dishes.
3. The five hundred (\$500.00) supplemental pay differential for special education teachers will continue to be paid on a pro-rated basis to those teachers employed in such positions by the Bellevue Community Schools during the 1970-71 school year for the duration of the wage and price freeze.
4. The Board of Education agrees to inform the Education Association of any changes in the wage and price freeze.

SIGNED

BELLEVUE EDUCATION ASSOCIATION

By Lawrence R. Jeffery
Its President, Larry Jeffery

By Grace Palmer
Its Secretary, Grace Palmer

BELLEVUE BOARD OF EDUCATION

By Ferris Church
Its President, Ferris Church

By Jean LaPoint
Its Secretary, Jean LaPoint