

MASTER AGREEMENT

Between

BELLAIRE PUBLIC SCHOOLS
BOARD OF EDUCATION

and the

BELLAIRE EDUCATION ASSOCIATION
NORTHERN MICHIGAN EDUCATION
ASSOCIATION/MEA/NEA

2024-2027

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THIS AGREEMENT is by and between the Bellaire Board of Education, hereinafter called the "Employer," and the Bellaire Education Association/Northern Michigan Education Association/MEA/NEA, hereinafter called the "Association."

**ARTICLE 1
RECOGNITION**

- A. The Employer recognizes the Bellaire Education Association/Northern Michigan Education Association/MEA/NEA as the sole bargaining representative for all regularly employed certified bargaining unit members, temporary certified bargaining unit members, and including media specialists and counselors.
- B. The Employer agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

**ARTICLE 2
EMPLOYER RIGHTS**

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Bellaire School District, consistent with community resources, the Employer retains and reserves unto itself all powers, rights, authority, duties and responsibility conferred upon and vested in it by law including by way of illustration and not by way of limitation, the following:
 - 1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 - 2. The right to hire all employees and subject to the provisions of law and the specific terms of this contract. To determine their qualifications, to discharge, demote or otherwise discipline employees and to promote, assign, and transfer employees.
 - 3. The selection of textbooks and teaching materials and various teaching aids.
 - 4. The right to determine class schedules, class size, the hours of instruction and assignment of bargaining unit members with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited by the provisions of this Agreement.

ARTICLE 3
INFORMATION PROVIDED TO THE ASSOCIATION AND PAYROLL DEDUCTIONS

- A. The Employer shall provide to the Association President via email a list of bargaining unit members employed by the Employer by October 1 each year and as required by law, including their name, hire date, assignment, email address, mailing address, personal telephone number, base wages (step and lane), personal identification code (PIC), and their full or part-time status.
- B. Membership in the Association is not compulsory. Each bargaining unit member shall have the right to freely join, refrain from joining, or drop their membership in the Association.
- C. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, charitable donations, MESSA insurance, or any other plans or programs jointly approved by the Association and the Employer. Any annuities that are paid to the employees by the District in the form of 403(b), shall be deposited into the annuity company plan of the employee's choice, but only from the list of mutually approved vendors of 403 (b) plans and that list shall include Michigan Education Association-Financial as one of the options. Employees may choose to pay their Union membership dues or PAC contributions by payroll deduction if allowed by law. The Union will notify the District of the amount to be deducted for each employee opting for payroll deduction by August 15 each year. The dues will be deducted over twenty (20) pays (1/20 per pay) beginning the first pay in September. The District will remit the collected fees from the payroll deductions to the Union within ten (10) days of collection.
- E. The Association expressly assumes full responsibility for the validity, legality and processing of the provisions set forth within Article 3. The Association expressly agrees to defend, indemnify, and hold harmless the Public School of Bellaire, its Board of Education, individual Board members, past and present, employees and agents against any and all claims, demands, damages, awards, judgments, costs, or other forms of liability including but not limited to back pay damages and all court or administrative costs and attorney fees that may arise out of or by reason of any action taken by the Employer, its employees or agents for the purpose of complying with any of the terms of this Article.
- F. Any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Employer be obligated to pay out any monies arising out of any claim or demands that are brought or made due to this Article. (The Association assumes the right to select counsel and to compromise or settle any claim made against the Employer as a result of Article 3. The Association shall notify the Employer of the person selected as counsel.)

- G. The Association agrees that it will take no action claiming or supporting a claim that its agreements in this Article pertaining to defense, indemnification, and holding harmless are void and unenforceable. Further, if it is ever determined that the Association’s agreement to defend, indemnify and/or hold harmless is void or unenforceable, that holding shall not affect the Association’s duty and obligation to defend, indemnify, and hold harmless, as set forth in this Article and the Association will honor those duties and obligations.

**ARTICLE 4
WORKING CONDITIONS**

- A. Class Load: The following numbers are realistic class size loads, but bargaining unit member input as well as room size, work stations, and equipment for conducting said class will be considered by the Administration in making any class size decision. All attempts shall be made by the district to maintain class sizes below these maximums whenever possible.

Elementary (K-5)

Grades K-1	22
Grades 2-3	24
Grades 4-5	26

Combination classrooms: While combination classrooms will be avoided by the district whenever possible, when required they will have a maximum class size of two (2) less than that of the lowest included grade level (i.e., 20 for K-1, 22 for 2-3, 24 for 4-5)

Elementary Special Education: (not to exceed state/federal guidelines)

Secondary (6-12)

Social Studies	28
English	28
Math	28
Science	28
Visual, Performing & Applied Arts	24
World Languages	24
Computer Science & Technology	24
Instrumental & Vocal Music	Room Capacity
Physical & Health Education	35
Secondary Special Education	(not to exceed state/federal guidelines)

- B. If a class load exceeds the above limits, the Administration shall meet with the bargaining unit member and the representatives of the Association within ten (10) student days of the occurrence of the overload to review the impact of the classroom composition on teaching effectiveness and seek a workable solution to the problem(s) identified. One of the following solutions will be agreed upon within fifteen (15) student days after the meeting above and implemented as soon as possible following the meeting (B1 or B2). Until the solution is in place, the member will be compensated for all time the overload was in effect per B-1 below.

1. Elementary compensation rate = \$10/student/day. HS/MS as follows: If 50% or more of their classes exceed the cited maximum, then they will be compensated at the elementary staff level for the average number of students they are over in those classes. Example: Six classes: over by one (1) student in two (2) classes and three (3) students in a third. Total of five (5) students over for three (3) classes = an average of 1.67 students \times \$10 = \$16.70/day.
 2. The Administration, bargaining unit member, and a representative of the Association, by mutual consent, may determine that the education of students is not being adversely affected or consider other options to address the overload including but not limited to the following:
 - a. Addition of certified staff. Addition of instructional aides (for the amount of time the above limits are actually exceeded).
 - b. Reassignment of student(s).
 - c. Provide substitute teacher coverage to provide the member with additional planning time.
 - d. Relieve member of other professional duties or responsibilities.
 - e. Purchase additional equipment and/or technology.
 - f. Purchase additional materials.
 - g. Any other mutually acceptable solution.
 3. If a mutually acceptable solution cannot be agreed upon, the Superintendent will choose the best educational solution from the choices above in either B1 or B2.
 4. If parent-teacher conferences must be scheduled outside of the regularly scheduled parent-teacher conference time due to overloaded classes, requiring extra working time by teachers, such time shall be paid at the rate of thirty-five dollars (\$35.00) per hour.
- C. A bargaining unit member shall be required to report to their teaching station for duty ten (10) minutes prior to the start of classes for the school day, and to remain at their teaching station fifteen (15) minutes after the conclusion of classes for the school instructional day.
1. Bargaining unit members are encouraged to remain sufficient time after the close of the pupil's regular school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the bargaining unit member. On Fridays or days preceding holidays, bargaining unit members shall be free to leave immediately after the student body is dismissed.
 2. Bargaining unit members may be required to attend meetings held at the end of the school day. There shall be not more than two (2) staff meetings called per month. These meetings will be held on a predetermined weekday, other than Friday. Meetings shall not last longer than one hour beyond the start of the meeting. The start of the meeting will be fifteen (15) minutes after the last class period release time. If a meeting is cancelled for "reasons beyond control" of the administration (i.e. snow day), it will be made up as soon as it is necessary.

- D. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of no less than thirty (30) minutes.
- E. A normal daily workload for middle/secondary school bargaining unit members of academic subjects shall be six (6) of seven (7) periods including the enhancement period, if assigned. A study hall shall be considered a class. Part-time teacher's pay shall be calculated based on the total minutes worked as a percentage of the total work day. If an alternate schedule is established, a normal daily workload will be as stated in a Letter of Agreement.
- F. All bargaining unit members will be provided with preparation time each week.
 - 1. Middle school and high school teachers shall be provided with preparation time during the school day. The preparation time shall be the length of a class period.
 - 2. Elementary teachers shall be provided with not less than 200 minutes per week. However, the Board will strive to provide a minimum of 250 minutes of preparation time each week. Times during which elementary classes are receiving instruction from various certified teaching specialists (art, physical education, music, etc.) may be counted toward the preparation minutes by elementary teachers. If a "specials teacher" is absent, and no substitute teacher is employed, the classroom teacher will receive compensation at the rate of thirty-five dollars (\$35.00) per hour.
- G. The Employer agrees to maintain an adequate list of substitute teachers. The use of bargaining unit members during their preparation time will be restricted to emergencies where other substitutes are not available. Opportunities to substitute shall be offered on a rotating basis among those teachers who are available. The substituting classroom teacher will receive compensation at the rate of thirty-five dollars (\$35.00) per hour or compensatory time equal to the duty time as agreed upon with the Superintendent or their designee. Time can be taken in full day increments and used when three (3) days' notice is provided to the administration. When using less than a full day, it must be coordinated with the administration.
- H. The parties recognize that the availability of optimum school facilities and equipment for both students and bargaining unit members is important to insure a high quality of education. The Employer will comply with State and local requirements when constructing, equipping, or maintaining classrooms/facilities. No bargaining unit member will be required to work, maintain or supervise students in areas constructed, equipped, or maintained by the Employer in violation of the foregoing.
 - 1. The Employer shall make available in each school, adequate lunchroom, restroom, parking, and lavatory facilities for bargaining unit members' use and at least one room, appropriately furnished, which shall be reserved for use as a faculty workroom. Provisions for such facilities will be made in all future buildings.

2. Adequate space and needed privacy will be provided with adequate facilities within each school, providing for special services teachers to carry out their responsibilities with individuals or groups of students.
- I. If a bargaining unit member believes they are being asked to work in unsafe working conditions the bargaining unit member may file a grievance. Bargaining unit members must report working conditions perceived as unsafe or hazardous to their immediate supervisor.
- J. The Employer shall provide each bargaining unit member written notice of their tentative assignment for the forthcoming school year by the last day of the school year.

ARTICLE 5
VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall occur whenever a bargaining unit member vacates a unit position as the result of resignation, dismissal or transfer. Newly created bargaining unit positions shall also be considered a vacancy. A leave of absence by a bargaining unit member for the entire school year shall also be considered a vacancy.
- B. When any bargaining unit vacancies occur, the Board shall inform the Association, provide electronic notice to employees, and post the vacancy on the district website.
- C. Vacancies shall be posted for ten (10) calendar days before being filled. Vacancies on or after August 15 and prior to the end of the second week of school shall be posted for three (3) calendar days before being filled. The Board agrees to consider certification, qualifications, and length of service to the school system for any transfer requests and internal applications prior to hiring an outside applicant. If an internal candidate is not selected, the administration will make a personal contact (phone call or in person) to discuss the basis for the non-selection.
- D. Non-teaching positions (e.g. Schedule B, extra duties, curriculum specialists, supervisory/administrative, etc.) shall be posted along with an accompanying job description.
- E. When a vacancy occurs during the school year, the superintendent may fill the vacancy on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.
- F. **TRANSFERS**
Teachers may apply for specific posted positions by submitting a written request to the Superintendent by the end date listed on the specific posting. Those teachers possessing the appropriate certification and qualifications as posted will be considered prior to hiring an outside applicant. If an internal candidate is not selected, the administration will make a personal contact (phone call or in person) to discuss the basis for the non-selection.

Teachers interested in transferring to another unit position which may become available shall submit a Transfer Request Form to the Superintendent by May 1. Teachers may be transferred to another building due to scheduling needs and other necessary reasons. If possible, the District will ask for volunteers to be transferred. If there are no volunteers, the District will transfer the lowest senior teacher affected provided all other factors distinguishing those teachers from each other are equal as stated in Article 14D.

ARTICLE 6 LEAVES OF ABSENCE

- A. At the beginning of every school year, each bargaining unit member shall be credited with a total of four and one-half (4.5) days to be used for the member's professional business and personal use of which no more than two and one-half (2.5) shall be personal.
 - 1. Professional business days may be used for any educational purpose, including Schedule B positions, at the discretion of the administrator.
 - 2. Personal leave days may be taken at the bargaining unit member's discretion. Personal leave days may not be taken before or after a holiday, vacations, or during the first or last week of a semester except in approved extenuating circumstances. One and a half (1.5) unused personal days will be carried forward to the next year as personal days. Additional unused days will be credited to the bargaining unit member's sick leave. A bargaining unit member planning to use a professional business or personal day shall make the request at least three (3) student days prior to the planned absence except under extenuating circumstances.

- B. Any bargaining unit member called for jury duty during school hours, or who is subpoenaed to testify during school hours provided the member is not party to the action, in any judicial or administrative matter provided such action is on behalf of the Employer, or who shall be required to participate in any collective negotiations with the Employer during the school day, shall be paid their full salary for such time. In case of reimbursement for jury or witness duty, the amount shall be deducted from their regular pay, or reimbursement may be made to the Employer by the bargaining unit member.

- C. Sabbatical Leave: Bargaining unit members who have been employed for seven (7) consecutive years by the Employer may be granted sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to attending a college, university or other educational institutions; travel which will improve the bargaining unit member's ability to teach, etc.
 - 1. This leave of absence will comply with 1235 of the Revised School Code, MCL 380.1235.
 - 2. Criteria for a Sabbatical Leave:
 - a. A bargaining unit member must hold a permanent, professional, continuing or life teaching certificate.
 - b. A bargaining unit member must apply to the Employer in writing no later than March 15 of the school year prior to the leave.

- c. Only one (1) bargaining unit member may be on sabbatical leave at a time.
 - 1. A bargaining unit member on sabbatical leave shall receive the same fringe benefits as any other bargaining unit member under contract.
 - 2. The Employer shall not be held liable for death or injuries sustained by any bargaining unit member while on sabbatical leave.

D. Unpaid Leaves of Absence

- 1. A leave of absence without pay or without advancing seniority and without contractual fringe benefits of up to one (1) year shall be granted to any bargaining unit member, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to their professional responsibilities; or to serve as a consultant or director of a teaching center. Upon return from such leave, a bargaining unit member shall be placed in the same position on the salary as they were at the time the leave was granted.
 - a. Bargaining unit members requesting said leave must make written application by April 30 for the Fall semester, or October 30 for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of their intended return no later than April 30 for the Fall semester, and October 30 for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the District.
- 2. A leave of absence without pay or without advancing seniority and without contractual fringe benefits of up to one (1) year may be granted to any bargaining unit member upon application, for the purpose of engaging in study at an accredited college or university reasonably related to their professional responsibilities. Upon return from such leave, a bargaining unit member shall be placed in the same position on the salary schedule as they were at the time the leave was granted.
 - a. Bargaining unit members requesting said leave must make written application by April 30 for the Fall semester, or October 30 for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of their intended return no later than April 30 for the Fall semester, and October 30 for the Winter semester. It is understood that, by failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the District.

3. A military leave of absence without pay and without contractual fringe benefits shall be granted to any bargaining unit member who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such a leave, a bargaining unit member shall be placed at the same position on the salary schedule as they would have been had they worked in the district during such period provided they return before or at the opening of the school year following discharge.
4. A leave of absence without pay or without advancing seniority and without contractual fringe benefits shall be granted upon application for the purpose of serving as an officer of the Northern Michigan Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave, a bargaining unit member shall be placed in the same position on the salary schedule as they were at the time the leave was granted.
5. A leave of absence without pay or without advancing seniority and without contractual fringe benefits not to exceed two (2) years may be granted to any bargaining unit member upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a bargaining unit member shall be placed in the same position on the salary schedule as they were at the time the leave was granted.
 - a. Bargaining unit members requesting said leave must make written application by April 30 for the Fall semester, or October 30 for the Winter semester.
 - b. Bargaining unit members who have been granted a leave of absence must notify the Superintendent of their intended return no later than April 30 for the Fall semester, and October 30 for the Winter semester. By failing to notify the Superintendent within this time frame, the bargaining unit member irrevocably terminates employment with the district.
6. A leave of absence without pay or without advancing seniority and without contractual fringe benefits shall be granted to any bargaining unit member for the purpose of childcare. Said leave shall commence upon request of the bargaining unit member. It is further provided that:
 - a. The initial leave period shall be for the duration of the semester when the leave was granted plus one succeeding semester excluding a summer semester. The leave may be extended by written request of the bargaining unit member to the Employer.
 - b. A pregnant bargaining unit member may commence said childcare leave at her option.
 - c. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the bargaining unit member.

7. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as they were at the time the leave was granted. The Employer shall not be held liable for death or injuries sustained by any bargaining unit member while on leave.
8. Bargaining unit members who desire to maintain their insurance coverage during any period of leave may make arrangements for payment through the superintendent.
9. The Board will comply with the Family and Medical Leave Act of 1993, as amended. The bargaining unit member will have the option of exhausting any or all paid leave (sick and/or personal), concurrently with FMLA leave prior to beginning unpaid leave.

E. Illness or Disability:

1. At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days sick leave allowance to be used for absences caused by illness or short-term physical disability. The unused portion of such allowance shall accumulate from year to year to one hundred forty (140) days with no deduction in pay. The Employer shall furnish a written statement at the beginning of each school year setting forth the total of sick leave credit.

Personal Day Bonus Plan. All bargaining unit members who do not use any personal leave days per year may receive the equivalent of one time the daily substitute rate for one day. In order to collect this bonus a written request initiated by the bargaining unit member should be submitted to the Superintendent's office. The compensated day will not be carried over to the next school year.

2. Absence due to death or illness in the bargaining unit member's immediate family shall be deemed legitimate use of sick leave.
 - a. In exceptional cases, the Superintendent can allow the use of additional sick days. Immediate family shall include the bargaining unit member's spouse, children, siblings, parents, step parents, step children, grandparents, grandchildren, brother-in-law, sister-in-law, spouse's parents, and spouse's grandparents or any other person living in the bargaining unit member's household if approved by the Superintendent.
 - b. With approval of the administration, a bargaining unit member may use a sick leave day to attend the funeral of a person outside of the immediate family.
3. Any bargaining unit member who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act shall be permitted to use any of their accumulated sick days to make up the difference between the allowance under the Workers' Disability Compensation Act and their regular net salary.

- F. Bereavement Leave. Bargaining unit members shall be permitted, upon notice to the District, to be absent three (3) days without loss of pay upon the occurrence of the death of the immediate family (employee's spouse, child, step child, or parent) or absent one (1) day without loss of pay upon the death of a sibling, grandchild, parent-in-law, grandparent; or sibling-in-law.
- G. At the beginning of the school year, the Association shall be credited with ten (10) days to be used by bargaining unit members who are officers or agents of the Association for Association business at the discretion of the Association.

The Employer agrees to direct bill NEA and/or MEA for lost service time of any appropriately designated national or state association representative(s). The Association must provide the necessary information to facilitate said billing. Regular Association days are not to be utilized when aforementioned reimbursement process is made available and when reimbursement of all District costs are provided by the MEA or NEA.

- a. The Association agrees to pay the cost of the substitute for the bargaining unit member and to notify the Superintendent no less than five (5) days in advance of taking such leave. Any exception would require the approval of the Superintendent.
- b. Such leave days will not be used for picketing and/or recreational activities.
- c. The Superintendent may limit the use of Association days immediately prior to vacations and holidays.

ARTICLE 7 BARGAINING UNIT MEMBER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, or to refrain from such activities. Neither the district nor the Association will directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective negotiations with the Employer, or their institutions of any terms or conditions of employment.
- B. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for discrimination with respect to the professional employment of such bargaining unit member.

- C. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or disability as provided by law.
- D. Pursuant to the guidelines of the “Bullard-Plawecki Employee Right to Know Act” (Act 397 of the Public Acts of 1978, as amended), each bargaining unit member shall have the right, upon request, to review the contents of the personnel file maintained by the Employer in their name. Said review shall take place in the Employer’s central office. Each document will be initialed and dated by both the bargaining unit member and the Superintendent or their designated representative. The bargaining unit member may have an Association representative present at the review. Confidential teaching credentials and related personal references normally sought at the time of employment are specifically exempted from review. The Employer will maintain (in the Central Administration Office) only one (1) official personnel file for each employee. Materials to be used in completing a bargaining unit employee’s evaluation may be kept in a building file until the evaluation is completed and forwarded to the Central Administration Office.
 - 1. The “Bullard-Plawecki Employee Right to Know Act” (as amended) will serve as a guideline as to inclusions and exclusions in regard to the contents of a personnel file maintained by the Employer in an employee’s name, and in regard to the release of information to a third party. Further, there are other governing Public Acts, laws, and court cases that need (or may need) to be followed in the release of information (example: MCL 380.1230, FERPA, etc.), and that it likely will be necessary to delete or cross out certain materials prior to the release of information to a third party.
 - 2. The Employer shall promptly notify an employee of any requests for personnel file information concerning the teacher made pursuant to the Freedom of Information Act (FOIA), and the employee may review any such request(s) and/or response(s) to such request(s).
 - 3. If any material within the teacher’s personnel file is believed to be inappropriate or in error, that belief shall be brought to the attention of administration for consideration. If that material is found to be incorrect or inappropriate, that material shall be corrected or expunged from the file.
- E. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in their personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member shall submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. When a bargaining unit member is requested to sign material placed in the file, such signature shall be understood to indicate their awareness of the material but shall not be interpreted to mean agreement with the content of the material. Any formal complaint of a serious nature against a bargaining unit member will be called to the attention of the bargaining unit member as soon as the administration deems it appropriate to do so without compromising

any investigation or violating any legal requirement. No such complaint will be included in the bargaining unit member's personnel file until the bargaining unit member has been informed of the complaint and the identity of the complainant is made known to the bargaining unit member (unless the law prohibits such disclosure). For purposes of this section, "complainant" shall be defined as a person who will be regarded by the Employer as the primary source for the allegation(s) against the bargaining unit member.

- F. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to or could lead to disciplinary action. The District shall follow all the basic principles of representation rights set forth in Weingarten.
- G. The Association and its representatives shall have the right to use the Employer's buildings at all reasonable hours for meetings, provided that when special custodial services are required, the Employer may make a reasonable charge therefore. No charge shall be made for use of instructional rooms before the commencement of the scheduled workday nor until 6:00 p.m.
- H. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on the Employer's property at all reasonable times, provided that this shall not interfere with nor interrupt normal operations and must comply with the district's visitor policy.
- I. The Association as the exclusive representative of employees within the bargaining unit shall have the right to use and have access to facilities and equipment, including copy machines, computers, calculators, Internet, email, audio-visual, and technology equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and damages incident to such use provided that said equipment was in good working order at the time of use.
- J. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Association may use employee mailboxes for communication to bargaining unit members.
- K. The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names, addresses, seniority and experience credit of all bargaining unit members, compensation paid thereto and educational background; mutually agreed upon budgetary information and allocations; agendas, minutes, and reports of or to all Board meetings; census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of bargaining unit members together with information which the Association may require to process any grievance or complaint.

- L. The rights granted herein to the Association shall not be granted or extended to any competing labor organization unless required by law.
- M. The Employer and the Association recognize that communication and a team effort within the organization is essential to the delivery of the educational program. To facilitate teamwork and communication, orderly procedures are necessary and must be followed to ensure professional practice within the organization. Concerns, suggestions, proposals, or questions regarding the educational program or the district shall be addressed first with the administration and may be taken at the election of either the administration and/or the Association to the Employer as an agenda item at the Board's monthly meeting.
- N. To ensure safety and security for all members of the school family (students, staff and community), it is understood that no employee shall be mandated to train for the purpose of carrying weapons on school property. If an employee decides to opt out of any training that may be offered, their personal decision will not adversely affect placement, evaluation, or any other aspects of their employment. Subject to Federal or State law.
- O. A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days.
- P. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.
- Q. Discipline may include but is not limited to:
 - 1. Verbal warning or written warning
 - 2. Verbal reprimand or written reprimand
 - 3. Suspension without pay
 - 4. Discharge
- R. The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

ARTICLE 8
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Classroom discipline is primarily the responsibility of the bargaining unit member. The Employer recognizes its responsibility to give reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline.

- B. The Employer, after considering Association recommendations, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Employer to students and bargaining unit members at the commencement of each school year. A teacher may suspend a student from class for up to one full day under conditions and subject to guidelines contained in Board Policy 5610 and MCL 380.1309.

- C. The Employer shall provide legal counsel to advise the bargaining unit member of their rights and obligations with respect to being physically assaulted and shall render reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities, provided that the Employer has determined that the bargaining unit member has acted within the scope of their authority. Time lost by a bargaining unit member in connection with the above shall not be charged against the bargaining unit member.

- D. The Employer will reimburse teachers for loss of personal property, less depreciation, or repair such damaged personal property not covered by insurance, provided that the Employer has determined that the bargaining unit member was acting within the scope of their authority, and when such damage was caused through physical assault while on duty.

**ARTICLE 9
EVALUATION**

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and the Teacher Evaluation Procedures in Appendix E regarding evaluation of teachers. Any changes to the Teacher Evaluation Procedures must be agreed on mutually. The Marzano Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. Any non-probationary teacher rated as developing or needing support may request a review with their building administrator before the final rating is submitted.

**ARTICLE 10
MASTER-MENTOR TEACHER PROGRAM**

- A. For the first three (3) years of their employment in classroom teaching, a bargaining unit member shall be assigned by the Employer or its designee, to one or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the bargaining unit member.

- B. During the three (3) year period, the bargaining unit member shall also receive intensive professional development induction into teaching, based on a professional development

plan that is consistent with the requirements of Section 3.A. of Article II of Act No. 4 of the Public Acts of the extra session of 1937, being Section 38.83a of the Michigan Compiled Laws, including classroom management and instructional delivery. The intensive professional development induction into teaching shall consist of at least fifteen (15) days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.

- C. The Employer shall have the authority to implement every aspect of the statutorily required master-mentor program. If the statutory requirement is changed, revised, or amended, the Employer shall have the authority to alter its rights and responsibilities under this master-mentor section to make those rights and responsibilities consistent with any change, revision or amendment to the statute, or any direction provided by the State Board of Education or the Northwest Education Services.
- D. Participation as a mentor teacher shall be assigned by the administration from those who apply.
- E. All bargaining unit members who are assigned to be a mentor shall be paid a lump sum payment of \$500 per year. Said payment shall be made in the last pay in the month of June.

ARTICLE 11 IN-SERVICE PROFESSIONAL EDUCATION

- A. To ensure total staff participation in curriculum planning, the Employer will provide at least three and one-half days (3.5) of in-service as mutually agreed upon by both parties. Full day in-service days will be no longer than the duration of the regular school day. On half inservice days, early dismissal of students and release time for the bargaining unit member will be provided for inservice meetings that will last no longer than three and one-half (3.5) hours. Teachers will be involved in the planning of inservice meetings.
- B. Bargaining unit members will work an additional Professional Development one and one half (1.5) days in excess of the in-service days as outlined in the school calendar.
 - 1. Bargaining unit members shall be compensated for above mentioned Professional Development Day(s) (when those days are not counted as part of the required school year instructional hours) at the per diem rate of pay as reimbursed by the State.
 - 2. A Professional Development Day is defined as being at least six (6) hours in total, and which is devoted to valid Professional Development topics and/or activities found to be mutually acceptable by the bargaining unit member and their principal. It is expected that all bargaining unit members will meet at least the minimum professional development time as required by state guidelines.

3. A Professional Development Day must occur on a day or at a time which is not otherwise provided for in the school calendar in order to be paid for as outlined in Article 11, paragraph B.1, above (before or after normal working hours, weekends, summers, etc.). The Professional Development Day must be eligible for pay at times that meet State guidelines for reimbursement.
4. The Professional Development Day must have prior approval by the bargaining unit member's principal. The date and topic of the Professional Development Day shall be agreed to by the bargaining unit member/principal no later than the first semester each year and must occur no later than June 30 of the school year.
5. Professional Development Day activities that shall be approved:
 - a. Northwest Education Services-sanctioned Professional Development Activities
 - b. Conference/Clinics, Trade Shows/Special Olympics
 - c. Training/Visitation/Workshops
 - d. Approved Tapes/Readings/Telecommunications/Internal Research/Computer Training
 - e. Other activities as pre-approved by the principal

ARTICLE 12 GRIEVANCE PROCEDURE

- A. Definition: A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Employer may be processed as a grievance as hereinafter provided.
- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant. The Employer hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or their designated representative to act at Level Two as hereinafter described.
- C. Written grievances as required herein shall contain the following:
 1. It shall be signed by the grievant and an Association designated representative. In addition, the Association President will also receive a copy of the grievance.
 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
 3. It shall cite the section or subsection of this contract alleged to have been violated.
 4. It shall contain the date of the alleged violation.
 5. It shall specify the relief requested.
- D. **Level One.** A bargaining unit member believing himself/herself wronged by an alleged violation of the express provisions of this contract or Board policies unless prohibited by law shall within ten (10) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within five (5) weekdays, excluding holidays, of the discussion, the member shall reduce the grievance to writing and proceed within six (6) weekdays, excluding holidays, of said discussion to Level Two.

If the occurrence falls within the final five (5) weekdays of the school year, and prior to the beginning of the next school year, the grievant shall (within the established time frames of the grievance process) submit a written grievance to the administration office/superintendent. If an individual files a grievance on their own, the Superintendent shall provide a copy of the Level One grievance to the Association President.

Level Two. A copy of the written grievance shall be filed with the Superintendent or their designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) weekdays, excluding holidays, of receipt of the grievance, the Superintendent or their designated agent shall arrange a meeting with the grievant and the designated Association representative.

Within five (5) weekdays, excluding holidays, of the discussion, the Superintendent or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant and the Association, and shall place a copy of same in the permanent file in their office. If, at this time, the grievance has been resolved, all records pertaining to the grievance shall be removed from any personnel files in the school's offices.

If no decision is rendered within five (5) weekdays, excluding holidays, of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the Board President not less than five (5) days prior to the next regularly scheduled Board meeting. If it is not possible to meet this time limit due to the date of the Superintendent's decision, this time limit may be waived by mutual written agreement of the Association and the Administration. If no agreement is reached to waive the time limit, the grievance will not be heard at that Board Meeting but will definitely be heard by the Board no later than its next regularly scheduled meeting. No grievance shall be allowed beyond Level Two unless processed by the Association.

Level Three. Upon proper application as specified in Level Two, the Board shall allow the grievant and the Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) weekdays, excluding holidays, from the hearing of the grievance, the Board shall render its decision in writing.

The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing; the building principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator within thirty (30) weekdays, excluding holidays, of its receipt of the Level Three disposition. The arbitrator shall be selected through the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

- E. Expedited Grievance Procedure. By mutual agreement between the Employer and the Association a grievance may be processed via the expedited grievance procedure outlined as follows:
 - 1. The grievance shall be submitted in writing to the Board. Within five (5) weekdays, excluding holidays, after submission, the Board shall schedule a meeting with the Association in an effort to resolve the dispute.
 - 2. If the dispute is still not resolved to the Association's satisfaction within seven (7) weekdays, excluding holidays, of the initial hearing between the Board and the Association, as above described, the Association may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.
 - 3. The arbitrator of grievances processed via this expedited process shall have no power to alter, add to, or subtract from the terms of this Agreement.
 - 4. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. Grievances filed as Association grievances may, by mutual agreement, be initiated at Formal Level Two of the grievance procedure.
- G. No bargaining unit member or group of bargaining unit members other than the Association may process a grievance through arbitration.
- H. The grievance report form shall be attached to this Agreement.

**ARTICLE 13
COMPENSATION**

- A. The basic salaries of bargaining unit members covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. Bargaining unit members new to the district shall be given full credit on the salary schedule set forth in Schedule A for full years of outside teaching experience up to and including five (5) years, and the Employer may allow up to twelve (12) years credit for outside teaching.
- C. No monies shall be included in a bargaining unit member's salary unless included in ratified Schedule A.
- D. In exchange for their participation in the parent/teacher conference nights and open house, staff shall be granted the equivalent time off from work by adjusting the school calendar.
- E. Employees required in the course of their work to drive their personal automobile from the district to another site shall receive reimbursement for mileage traveled at the IRS Rate.

**ARTICLE 14
SENIORITY, LAYOFF, AND RECALL**

SENIORITY

- 1. Employees hired into the bargaining unit shall be placed on the seniority list on their first day of work in the bargaining unit.
- 2. A seniority list shall be maintained by the district. Employees shall be ranked in order of seniority. Accompanying the name of each employee shall be a listing of the employee's certification and endorsements. Said seniority list shall be emailed to each bargaining unit member by October 31 each year. Corrections shall be brought to the attention of the administration within thirty (30) days. Thereafter, the seniority list will be considered final.

REDUCTION OF PERSONNEL

It is understood by the parties that determining teacher staffing level and any reduction of staff is within the sole discretion of the Board. The following procedures shall be used in any reduction of staff, laying off and recalling teachers.

- A. If layoffs are necessary, teachers in that area of certification will be laid off in inverse order of seniority provided all other factors distinguishing those teachers from each other are equal as determined in section D below.

- B. The Association will be notified of a contemplated reduction in personnel at least ten (10) calendar days prior to layoff notices being given to teachers. Teachers being laid off shall notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.
- C. Certification shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned.
- D. Qualifications (being qualified) shall be defined as holding appropriate certification for the position, severity of the teacher's disciplinary record, relevant special training, and the most recent year-end evaluation rating.
- E. The certification and qualifications of a teacher to be laid off shall be the certification and accumulated qualifications on file with the Board at the time the layoff notification to the Association occurs. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes to their certificates, as they occur.
- F. The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher. It shall be the responsibility of the teacher to notify the Board of any change in address.
- G. Teachers have a right to recall for two (2) years from the effective date of layoff provided they did not receive an overall rating of less than effective in their most recent year-end evaluation. They will be recalled in each area of certification in seniority order (highest senior teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in section D above.
- H. If the teacher fails to report to work within ten (10) calendar days of the date of the recall notice of a position for which the teacher is adequately certified and qualified, the teacher shall be deemed a voluntary separation and shall forfeit any further right of recall.
- I. The Board's obligation to pay salary, fringe benefits and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the effective date of layoff. Thereafter, upon carrier approval, a laid off teacher may continue insurance coverage under COBRA at no expense to the employer.

ARTICLE 15
NEGOTIATIONS PROCEDURE

- A. Representatives of the Employer and the Association Bargaining Committee will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other an agenda covering what they wish to discuss.
- B. No later than sixty (60) calendar days prior to the expiration of the Master Agreement the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiations or bargaining representatives of the other party. The parties mutually pledge that their representatives shall have the necessary power to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) copy each shall be retained by the Employer, the Association, and the Superintendent

ARTICLE 16
SCHOOL IMPROVEMENT PLANS

- A. The Employer, Administration, teachers and Association recognize the necessity of maintaining a school improvement (MICIP) plan as provided for in the Revised School Code, as amended (380.1277), Elementary and Secondary Education Authorization (ESEA) and/or No Child Left Behind (NCLB) Act and the importance of establishing educational quality as a fundamental priority and shared goal of the parties.
- B. The Employer shall appoint a district-wide School Improvement (MICIP) Committee as provided for in the law.
- C. The conditions that follow shall govern employee participation in any plan, program or project included in the School Improvement Plan.
 - 1. Participation by the employee is voluntary.
 - 2. The parties have identified that School Improvement Plan committees shall not address any of the following matters:
 - a. Bargaining Unit Employee Wages.
 - b. Bargaining Unit Employee Fringe Benefits.
 - c. Contract grievances.
 - 3. The Employer and/or Administration will notify the Association President as soon as possible of any intent to develop, explore, or begin a School Improvement Plan.

ARTICLE 17
LEAST RESTRICTIVE ENVIRONMENT

- A. In order to assist students with disabilities in making a successful transition from placement in special education classes only to both general education and special education classes pursuant to placement decisions made by an Individual Educational Planning Committee (IEPC) the follow definitions and considerations below shall apply. Participation by that student with disabilities in the general education classroom with their non-disabled peers is called inclusion. The extent to which a student with disabilities participates in an inclusion classroom is determined at the IEPC meeting. When bargaining unit members have students with disabilities the following shall apply:
1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate general education class. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC meeting for that student. IEPC meetings shall be scheduled during normal working hours whenever possible. If the IEPC meeting is outside the regular working hours established in this Agreement, the bargaining unit member shall be paid for the extra hours worked at a rate of thirty-five dollars (\$35) per hour.
 2. No general education inclusion classroom shall be comprised of over fifty percent (50%) of students with disabilities.
 3. If a student with disabilities is assigned to bargaining unit member in the general education inclusion classroom, the general teacher may request additional training from district or ISD personnel to be able meet the IEP requirements of the student. If the bargaining unit member requests the training the District will attempt to provide the requested training, if possible.
 4. When requested by the general education classroom teacher in whose class(es) an eligible student is placed consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no bargaining unit member shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or the like If special education teachers are required to attend trainings or meetings outside the regular working hours established in this Agreement, the bargaining unit member shall be paid at a rate of thirty-five dollars (\$35.00) per hour.

ARTICLE 18
RETIREMENT

A bargaining unit member qualifying for terminal pay shall receive one-fourth ($\frac{1}{4}$) of the member's regular daily base pay at retirement for each day of accumulated sick leave, not to exceed Three Thousand Four Hundred Dollars (\$3,400). To qualify for terminal pay, the bargaining unit member must meet at least one (1) of the following requirements and have taught in the Bellaire Public Schools not less than ten (10) years:

1. Qualify for medical/disability retirement under the Michigan Public School Employees Retirement System.
2. Qualify under the Michigan Public School Employees Retirement System.

**ARTICLE 19
DURATION**

This Agreement shall be effective September 1, 2024 and shall continue in effect until August 31, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated supra. This is a three-year agreement covering the 2024-25, 2025-26, 2026-27 school years.

**ARTICLE 20
MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment.
- B. Any individual contract between the Employer and an individual bargaining unit member hereto- fore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Employer shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Relations Act.
- C. This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All bargaining unit members covered under this Agreement who participate in the production of tapes, publications or other produced educational materials shall retain residual rights should they be copyrighted or sold by the school district.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Upon request of either party, the Association or Employer, negotiations will be initiated to constructively consider and resolve matters not covered or clarified by this Agreement. The outcome of such negotiations shall be subject to ratification and added as an amendment to this document.
- F. For purposes of this Agreement, the following definition will apply: A “day” shall mean the days of the week, Monday through Friday, including the summer, but excluding Saturday, Sunday, legal holidays, and scheduled breaks in the school calendar. Extra-Curricular Positions:

1. The Employer declares its support of filling vacancies with qualified candidates from within the bargaining unit and from within its own staff but is solely responsible for the filling of any vacancy.
 2. New Schedule B positions shall be posted for five (5) days. The Employer shall have the right to consider both internal and external candidates and appoint the most qualified applicant to said position. Appointments to the positions identified in Schedule B are not tenured positions and are yearly appointments.
- G. The Employer and the Association recognize that an Emergency Financial Manager may be appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate this collective bargaining agreement according to terms defined in Public Act 4 of 2011. This clause is included in this agreement in order to be compliant with Public Act 4 of 2011.
- H. All board policies can be located at <https://go.boarddocs.com/mi/bellaire/Board.nsf/Public>

**ARTICLE 21
SIGNATURE PAGE**

BELLAIRE PUBLIC SCHOOLS
BOARD OF EDUCATION

BELLAIRE/NORTHERN MICHIGAN EDUCATIONAL
ASSOCIATION/MEA

Mike Robinson, President

Peggy Stevens, President

Martha Davidson, Secretary

Troy Beasley, UniServ Director

Julie Brown, Superintendent

Nathan Fleshman, NMEA President

Date

Deb Larson, NMEA Staff Liaison

**SCHEDULE A
PROFESSIONAL STAFF SALARY SCHEDULE
2024-2025**

Step	BA/BS	BA/BS+18	MA/MS	MA/MS+18	MA/MS+45
	A	B	C	D	E
1	\$45,632	\$46,545	\$47,446	\$48,418	\$49,399
2	\$47,468	\$48,411	\$49,445	\$50,457	\$51,473
3	\$49,356	\$50,341	\$51,526	\$52,572	\$53,627
4	\$51,331	\$52,359	\$53,682	\$54,781	\$55,876
5	\$53,384	\$54,452	\$55,937	\$57,075	\$58,223
6	\$55,517	\$56,630	\$58,298	\$59,476	\$60,652
7	\$57,743	\$59,115	\$60,733	\$61,979	\$63,223
8	\$60,043	\$61,256	\$63,286	\$64,581	\$65,871
9	\$62,455	\$63,706	\$65,946	\$67,288	\$68,634
10	\$64,959	\$66,251	\$68,763	\$70,121	\$71,482
11	\$67,549	\$68,903	\$71,603	\$73,066	\$74,534
12	\$70,253	\$71,651	\$74,609	\$76,125	\$77,654
15	\$72,078	\$73,516	\$76,503	\$78,066	\$79,625
18	\$72,696	\$74,136	\$77,108	\$78,686	\$80,241
20	\$73,315	\$74,750	\$77,742	\$79,307	\$80,865
25	\$74,753	\$76,191	\$79,183	\$80,749	\$82,302

2025-2026

Step	BA/BS	BA/BS+18	MA/MS	MA/MS+18	MA/MS+45
	A	B	C	D	E
1	\$47,457	\$48,407	\$49,344	\$50,354	\$51,375
2	\$49,367	\$50,348	\$51,422	\$52,475	\$53,532
3	\$51,331	\$52,355	\$53,587	\$54,675	\$55,772
4	\$53,385	\$54,454	\$55,830	\$56,972	\$58,111
5	\$55,519	\$56,630	\$58,174	\$59,358	\$60,551
6	\$57,737	\$58,895	\$60,630	\$61,855	\$63,078
7	\$60,052	\$61,480	\$63,162	\$64,459	\$65,752
8	\$62,445	\$63,706	\$65,817	\$67,165	\$68,506
9	\$64,953	\$66,254	\$68,584	\$69,980	\$71,380
10	\$67,558	\$68,901	\$71,514	\$72,926	\$74,341
11	\$70,251	\$71,659	\$74,467	\$75,989	\$77,516
12	\$73,064	\$74,517	\$77,593	\$79,170	\$80,760
15	\$74,961	\$76,456	\$79,563	\$81,189	\$82,810
18	\$75,604	\$77,102	\$80,192	\$81,833	\$83,451
20	\$76,248	\$77,739	\$80,852	\$82,479	\$84,099
25	\$77,743	\$79,239	\$82,350	\$83,979	\$85,594

2026-2027

Step	BA/BS	BA/BS+18	MA/MS	MA/MS+18	MA/MS+45
	A	B	C	D	E
1	\$48,881	\$49,859	\$50,825	\$51,865	\$52,917
2	\$50,848	\$51,858	\$52,965	\$54,049	\$55,138
3	\$52,870	\$53,925	\$55,194	\$56,316	\$57,445
4	\$54,986	\$56,087	\$57,504	\$58,681	\$59,854
5	\$57,185	\$58,329	\$59,919	\$61,139	\$62,368
6	\$59,469	\$60,662	\$62,449	\$63,711	\$64,971
7	\$61,854	\$63,324	\$65,057	\$66,392	\$67,724
8	\$64,318	\$65,617	\$67,792	\$69,179	\$70,561
9	\$66,902	\$68,241	\$70,642	\$72,079	\$73,521
10	\$69,584	\$70,968	\$73,659	\$75,114	\$76,571
11	\$72,358	\$73,809	\$76,701	\$78,269	\$79,841
12	\$75,255	\$76,752	\$79,921	\$81,545	\$83,183
15	\$77,210	\$78,750	\$81,950	\$83,625	\$85,294
18	\$77,872	\$79,415	\$82,598	\$84,288	\$85,954
20	\$78,535	\$80,072	\$83,277	\$84,953	\$86,622
25	\$80,075	\$81,616	\$84,820	\$86,499	\$88,162

PART-TIME TEACHERS

Part-time teachers will receive prorated salary, preparation time, and benefits, including insurance, based on their full time equivalency (FTE). The FTE will be based upon the number of sections taught compared to the number of sections being taught by a full-time bargaining unit member. The Employer will attempt to schedule classes and assignments for part-time teachers with as little unassigned time between classes as possible. Part-time teachers will receive a prorated number of leave days as full-time teachers per Article 6, A. and E. Professional development days will be 100% compensated at the bargaining unit member’s hourly per diem rate. Part-time bargaining unit members will be required to attend the same number of hours of parent-teacher conferences as full-time staff. These members will be obligated to attend only one (1) staff meeting per month. However, if the administration requests additional required meetings, they will be paid their hourly per diem rate. The member must submit an extra duty pay form to receive compensation for professional development days or required meetings.

Part-Time FTE Calculation:

A full-time bargaining unit member teaching 6 of 7 periods has teaching time of .857. A part-time bargaining unit member teaching 3 of 7 periods has teaching time of .429.

$$\frac{.429}{.857} = .50 \text{ FTE Pro Ration}$$

ADDITIONAL COMPENSATION:

- A. The following positions are eligible for extra work days annually, calculated on a per diem of the employee’s step and scale of the master agreement (on a pro-rata basis):

Position	Number of Days Annually
Counselor	10 days
Kindergarten Teacher	Up to 5 days*

* The number of additional days (or compensatory time) is subject to mutual agreement between the kindergarten teacher and the principal.

- B. All lateral movement on Salary Schedule A is on the condition of holding a “qualified” Certificate (see Article 14.C). For advancement horizontally, course work must be for graduate degree program.

- 1. Course work taken during the summer must be in the field of teaching or related field unless assigned to a teaching position during the summer.

Related field would be as follows:

- a. Teaching in your minor field, major would be related.
- b. All courses in counseling, school administration.
- c. All elementary courses if an elementary teacher.
- d. Cognate courses in Master’s program.
- e. Any courses that are in the field you are teaching.
- f. Teaching in your major field, minors would be related.

- 2. Professional Growth and Development

- a. Any bargaining unit member who successfully completes a course at a state-supported, Michigan-accredited institution will be reimbursed at the rate of one-half of the tuition charge of the institution offering the course, providing the course is approved in advance by the Superintendent of Schools.

- b. In the event the Employer requires a bargaining unit member to take a course, the Employer shall after successful completion of the course reimburse the entire cost of the tuition to the bargaining unit member.

FINANCIAL SUMMARY 2024-27

- 1. Steps and lanes granted to eligible bargaining unit members for each school year 2024-27.
- 2. Change flat rate to percentages as listed in Schedule B.
- 3. Increase hard cap each year.
- 4. Increase Salary Schedule A and B all steps from the 2023-24 salary schedules as follows:

2024-25	5%	2025-26	4%	2026-27	3%
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**SCHEDULE A-1
INSURANCE**

- A. The Employer shall provide the following full capped amounts as determined by the publicly funded health insurance contribution act toward the Bargaining Unit Member's elected MESSA health care insurance plan, including funding the cap increase when determined by the State, while dental, vision, life and LTD insurance coverage as described below shall be fully funded by the Employer for twelve full months per contract year, as provided below:

Rates at time of this agreement for the 2024 calendar year:

Full Family: \$21,007.83 per coverage year

Two Person: \$16,109.06 per coverage year

Single Subscriber: \$7,702.85 per coverage year

The aforementioned amounts shall be adjusted per the publicly funded health insurance contribution act to be consistent with the "caps" in section 3 of that legislation.

Plan A (for employees needing health insurance):

Health – MESSA Choices II, \$500/\$1000 deductible; \$20 office co-pay; Saver Rx EA

OR

Plan C (for employees needing health insurance): MESSA ABC 1 Rx.

On an annual basis no later than November 1 of each year, the Association shall have the opportunity to elect the ABC Plan 1 on an individual or group basis, to begin on January 1 of the next calendar year.

1. Dental – Delta Dental Internal/External COB 100/90/90, \$1,500, 90: \$3,200
2. Vision – VSP 3+
3. Negotiated Life – \$50,000 AD&D
4. Long-Term Disability – 60%/90 calendar day; modified fill; \$5,000 monthly maximum; alcohol/drug and mental/nervous conditions (2 year limit); freeze on offsets.

Plan B (for employees not needing health insurance)

1. Dental – Delta Dental Internal/External COB 100/90/90, \$1,500, 90: \$3,200
2. Vision – VSP 3+
3. Negotiated Life – \$50,000 AD&D
4. Long-Term Disability – same as above, 60%
5. Cash in Lieu – The single subscriber legislative Hard Cap amount as described in section A above shall be used to determine the cash in lieu amount paid to Bargaining Unit Members electing Plan B.

- B. The Employer shall provide the above contributions toward MESSA health care coverage in addition to fully paid dental, vision, negotiated life and LTD as described above in section A according to terms of Plan A and B for the bargaining unit member and their entire family, including sponsored dependents for a full twelve months per year for the duration of this agreement. The Employer shall sign an Employer participation agreement.

- C. Bargaining unit members not electing MESSA Plan A will select MESSA Plan B. Any contribution amounts exceeding the Employer’s subsidy shall be payroll deducted using pre-tax dollars. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.
- D. If the health insurance premiums are below the hard cap, the district shall deposit the difference in each bargaining unit member’s health savings account (HSA) in an equal amount for each pay period.
- E. The Association will determine the MESSA healthcare plan options and report those choices to the District by November 1.

**SCHEDULE B
EXTRA DUTY PAY
2024-2025**

Step	Years	20%	15%	10%	8%	7%	5%	4%	2%
1	1-2	\$9,127	\$6,845	\$4,563	\$3,651	\$3,194	\$2,282	\$1,825	\$912
2	3-4	\$9,492	\$7,119	\$4,746	\$3,797	\$3,322	\$2,373	\$1,898	\$949
3	5-6	\$9,871	\$7,404	\$4,936	\$3,948	\$3,455	\$2,468	\$1,974	\$987
4	7-8	\$10,266	\$7,700	\$5,133	\$4,107	\$3,593	\$2,566	\$2,053	\$1,027
5	9+	\$10,676	\$8,007	\$5,338	\$4,270	\$3,737	\$2,669	\$2,136	\$1,068

**EXTRA DUTY PAY
2025-2026**

Step	Years	20%	15%	10%	8%	7%	5%	4%	2%
1	1-2	\$9,492	\$7,119	\$4,746	\$3,797	\$3,322	\$2,373	\$1,898	\$949
2	3-4	\$9,872	\$7,404	\$4,936	\$3,949	\$3,455	\$2,468	\$1,974	\$987
3	5-6	\$10,266	\$7,700	\$5,133	\$4,106	\$3,593	\$2,566	\$2,053	\$1,026
4	7-8	\$10,676	\$8,008	\$5,339	\$4,271	\$3,737	\$2,669	\$2,135	\$1,068
5	9+	\$11,103	\$8,328	\$5,552	\$4,441	\$3,886	\$2,776	\$2,221	\$1,111

**EXTRA DUTY PAY
2026-2027**

Step	Years	20%	15%	10%	8%	7%	5%	4%	2%
1	1-2	\$9,776	\$7,332	\$4,888	\$3,911	\$3,422	\$2,444	\$1,955	\$977
2	3-4	\$10,168	\$7,626	\$5,084	\$4,067	\$3,559	\$2,542	\$2,034	\$1,017
3	5-6	\$10,574	\$7,931	\$5,287	\$4,229	\$3,700	\$2,643	\$2,115	\$1,057
4	7-8	\$10,997	\$8,248	\$5,499	\$4,399	\$3,849	\$2,749	\$2,199	\$1,100
5	9+	\$11,437	\$8,577	\$5,718	\$4,574	\$4,003	\$2,859	\$2,288	\$1,144

**SCHEDULE B – EXTRA DUTY PAY
ATHLETICS**

Position stipend = Refer to Schedule b Table Above	Percent
Athletic Director (1)	20%
Band Director (1)	15%
Head Football (1)	10%
Head Basketball (1)	10%
Head Volleyball (1)	10%
Head Track (1)	10%
Head Baseball (1)	8%
Head Softball (1)	8%
Assistant Football (1)	7%
JV Basketball (1)	7%
JV Volleyball (1)	7%
Cross Country (1)	7%
Assistant Track (1)	4%
8th Grade Basketball (1)	4%
7th Grade Basketball (1)	4%
Assistant Baseball* (1)	4%
Assistant Softball* (1)	4%
MS Volleyball (1)	4%
MS Football (1)	4%
MS Track (1)	4%
MS Assistant Track* (1) * Only if the number of team participants exceeds 15	2%

**SCHEDULE B – EXTRA DUTY PAY
NON ATHLETICS**

Position Stipend = percentage listed multiplied times Schedule A BA 1 Rate	Percent
Track Technology	1.25%
Webmaster	4.00%
Advanced Placement (per semester)	3.75%
Drama Director (1)	3.00%
Elementary Choir (1)	3.00%
Musical Director (1)	3.00%
SCECH Coordinator	2.50%
Yearbook (1)	2.25%
National Honor Society (1)	1.75%
Student Council (1)	1.75%
Art Director (1)	1.50%
Senior Class Sponsor (1)	1.25%
Junior Class Sponsor (1)	1.75%

Sophomore Class Sponsor (1)	1.00%
Freshman Class Sponsor (1)	1.00%
Middle School Sponsor (1)	1.00%
Professional Learning Community [PLC] Leader (each) (Up to four (4) positions across the district K-12 may be funded)	1.00%
Club Sponsors (1 per club)	1.00%

Schedule B positions identified as single (1) may be shared by up to two (2) persons, with each receiving 50% of the associated Schedule B payment amount, at the discretion of the Superintendent or designee.

Other Schedule B positions that are added, which are not listed in the current contract, shall be treated the same as the above activities.

The School District In-service/Professional Development Fund will receive an annual appropriation of eight thousand (\$8,000) to be used for professional development activities that address:

1. School improvement target goal priorities, or
2. School district professional development priorities, or
3. Individual staff professional development plan priorities.

Bargaining unit members may submit requests to the Superintendent for disbursements from this fund. All such requests must be submitted for approval prior to the work being done.

Requests will be approved/disapproved based on the above criteria, and a copy of the approval/disapproval will be returned to the individual(s) making the request(s), with a copy to the BEA President. Disbursements from said fund will be based on a rate of thirty-five dollars (\$35.00) per hour or two hundred ten dollars (\$210.00) per day for activities outside the contracted work week or year. Further, staff filling hourly substitute positions on an emergency basis shall be compensated at the rate of thirty-five dollars (\$35.00) per hour.

SCHEDULE C – CALENDAR
BELLAIRE PUBLIC SCHOOLS CALENDAR
(Semesters/180 Student Instructional Days/185 Teacher Work Days)
2024-2027

To be determined between local BEA and Board of Education
CALENDAR AND MAKE-UP DAYS

Two of the above full student instruction days may be reduced to 0.5 student instruction days to allow for two 0.5 days of teacher in-service.

The above calendar shall meet the required number of student contact hours and professional development hours/days mandated by law and/or the Michigan Department of Education.

Student instruction days scheduled in the calendar which are canceled due to “Acts of God” (snow, ice, fog, epidemic, etc.) will be rescheduled as required by State Statute, the Department of Education, or the State Board of Education. Teachers required to work on both “acts of God” days and rescheduled days will be compensated at an individual teacher’s normal daily rate for days worked in excess of the teacher work days as listed in the calendar. Teachers required to work only on rescheduled days (not “acts of God” days) will receive no additional compensation. If it becomes necessary to make up student instruction days, those instruction days will be added on at the end of the school year.

The district and the Association will strive to follow the Northwest Education Services common calendar as developed in the areas of starting date, holiday recesses.

The parties to this agreement shall meet at least thirty (30) days prior to the end of the current school year and similarly again prior to the end of the succeeding school year to determine necessary action to be taken to comply with the state requirement regarding clock hours of instructional time. The parties agree that the district shall comply with such requirements and that additional student contact time, if needed shall be provided from within the existing student day or by adding days to the calendar that was in effect during the current school year.

**APPENDIX D
LEVEL ONE GRIEVANCE REPORT FORM**

Date of Level One discussion with building principal: _____

LEVEL TWO

Grievance # _____ Bellaire Public Schools Date Filed _____

Distribution of form: Superintendent, Principal/Supervisor, Association, Grievant

Name of Grievant _____ Building Assignment _____

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature of Grievant Date Association Representative Date

Date of Level Two meeting with Superintendent:

C. Disposition of Superintendent: _____

Signature of Superintendent or Designee Date

D. Position of Grievant and/or Association: _____

Signature of Grievant Date Association Representative

LEVEL THREE

A. Date Received by Board of Education President or Designee:

B. Date Grievance heard by Board of Education:

C. Disposition of the Board:

Signature of Board President or Designee

Date

D. Position of Grievant and/or Association:

Signature of Grievant

Date

Association Representative

LEVEL FOUR

A. Date submitted to Arbitration: _____

(Attach Arbitrator's Decision)

NOTE: ALL PROVISIONS OF ARTICLE 12 OF THIS AGREEMENT WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX E TEACHER EVALUATION PROCEDURES

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and the Teacher Evaluation Procedures in Appendix E regarding evaluation of teachers. Any changes to the Teacher Evaluation Procedures must be agreed on mutually. The Marzano Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. Any non-probationary teacher rated as developing or needing support may request a review with their building administrator before the final rating is submitted.

BIENNIAL EVALUATIONS

Any teacher who has received at least an effective rating on three consecutive evaluations will be evaluated biennially.

1. All teachers will be evaluated in the 2024-25 school year. Biennial rotations will begin in the 2025-26 school year. Administration will determine the group of teachers who are eligible for the rotation to be evaluated in 2025-26 school year with the other eligible staff to be evaluated in 2026-27 school year.
2. Any teacher who is probationary or on an Individualized Development Plan will be evaluated annually.
3. If concerns arise in teacher performance in a non-evaluation year, administration may choose to complete a full evaluation of the teacher. In this case, the teacher and BEA will be notified of the concerns prior to the beginning of the evaluation process.
4. A teacher scheduled for evaluation will be notified by the second Friday in September that they are on the rotation for evaluation and who their primary evaluator is for that year.

TEACHER TRAINING

All new teachers and all teachers on rotation to be evaluated will receive training on the evaluation process and tool at the beginning of the school year.

EVALUATION PROCESS:

- A. Self-Assessment:** Each teacher will complete their self-assessment in i-Observation of each rubric element of the evaluation tool by the last Friday in September.
- B. Goals:** Each teacher will propose a professional growth goal by the last Friday in September. The goal will be aligned to the evaluation tool, specific to the teacher's needs, and aimed at improving instruction and student achievement. The principal will review the proposed goal and will either approve the submission or deny the submission with a request for further collaboration.

C. Individualized Development Plans Any probationary teacher or any teacher who has been rated less than effective in one or more rubric domains will be provided with an Individualized Development Plan (IDP) developed by the administrator in consultation with the individual teacher. This IDP will be limited to the domains that are less than effective. This will be completed by the last Friday in September, within four weeks of the teacher being hired, or within four weeks notification of being placed on an Individualized Development Plan.

D. Observations and Teacher Provided Documents:

A minimum of two observations will be conducted as a part of each teacher's evaluation. At least one of the observations will be scheduled collaboratively with the teacher. For unscheduled observations, teachers shall be given a two-week window which the observation will occur. If the two week period lapses, then the teacher and administrator will meet and decide on the next two week window for the observation to occur. Additional observations and/or walk-throughs are to be expected and may be scheduled or unscheduled. Observations that will be a part of the year-end evaluation will last a minimum of 15 minutes but will generally last 20-40 minutes.

E. Post-Observation Meeting and Feedback:

A post observation meeting will take place, generally within one week of the observation. The lesson plan, state standards taught, and student engagement will be reviewed at the post observation meeting along with any other appropriate issues. Written feedback will be submitted to the teacher within thirty (30) calendar days of the classroom observation.

For probationary teachers and any teacher with an Individualized Development Plan, the minimum number of required observations and observation types will be doubled. Generally, half of the required observations will take place in the first half of the school year and the other half will take place in the second half of the school year.

F. Mid-Year Progress Reporting:

The administrator will meet in person with any probationary teacher or any teacher rated less than effective by the evaluator by the end of February to discuss the progress and learning around the teacher's areas of focus and what support or assistance the teacher may need to continue their growth in the areas of focus.

For probationary teachers or non-probationary teachers with an IDP, progress toward the IDP will be discussed and changes made as needed based on the discussion. This mid-year progress update will be completed by **the last day of January**. The format of the discussion must meet in person and follow these guidelines:

- Review progress toward goals
- Any recommended training if needed
- Review of IDP
- Written mid-year progress report submitted to superintendent and teacher

A midyear progress report will be completed. It will be aligned with the IDP and will include specific performance goals developed by the principal, in consultation with the teacher. The principal will develop, in consultation with the teacher, a written improvement plan that includes these goals, training, and is designed to assist the teacher to improve the teacher’s rating.

Self-Reflection

The teacher identifies whether the goals were met or not and reflects upon why or why not. This is done via the Growth Plan in iObservation. The teacher provides a rating of 1-4 based on the Evidence of Achievement in iObservation and submits this to the administrator for review and approval. **This will be completed by the third Friday in May.**

Self-Assessment

The teacher will also complete the self-assessment on elements at the end of the year. This will be completed by **the third Friday in May.**

Completion of the Student Growth Data

The teacher will complete their portion of the student growth data in the PGP by **the third Friday of May** and submit this to the administrator.

- 5% of the evaluation will be represented by a building aggregate score determined from state summative assessments (including M-STEP, PSAT, SAT)
- 15% of the evaluation will be represented by one local assessment measure proposed by the teacher by the final Friday in September. The proposed assessments will be reviewed by the administrator, who will either approve the submission or deny the submission with a request for further collaboration.
- Student growth data omission for individual students may be approved by the principal if the student has missed a minimum of 1/6 of the scheduled school days.
- The administrator will provide a rating of 1-4 on the student growth data which will be included in the year-end evaluation rating (20% of the evaluation rating).

Final Evaluation Rating: The final evaluation rating will be determined by calculating an average value from each domain, and each domain being weighted in the following manner:

WEIGHTING BY DOMAIN	
20%	Domain 1 – Standards Based Planning
20%	Domain 2 – Standards Based Instruction
20%	Domain 3 – Conditions for Learning
20%	Domain 4 – Professional Responsibilities
20%	Student Growth Data

The final evaluation will be completed by the first Friday in June and will be given based on the score given after the weighting is applied:

FINAL EFFECTIVENESS LEVEL SCALE	
0-1.99	Needing Support
2-2.79	Developing
2.8-4.0	Effective

TIMELINES

DATE	ITEM DUE
Last Friday in September	Professional Growth Plan (PGP) within iObservation completed and finalized to the administrator
	Student Growth Goal (SGG) written within the PGP Goal in i-Observation finalized to the administrator
Last Friday in October	PGP & SGG approved by your administrator
Last Friday in January	Mid-year self-reflection by probationary teachers/teachers with an Individualized Development Plan due to administrator
Last day in February	Mid-year progress report and meeting completed by the administrator for probationary or teachers with an IDP
Last Friday in April	The administrator notifies teacher and Superintendent who will be rated Needing Support or Developing in PGG for the school year
Third Friday in May	Self-Reflection Completed in iObservation
	Full Self-Assessment/Evaluation completed by the teacher and submitted to the administrator
	Year-end SGG reflection completed by the teacher and submitted to the administrator
Last Day of School	Last day for administrator to give teacher evaluation for signature
One Week After Last Day of School	Year-end evaluation/rating submitted to Superintendent.