### **Bellaire Public Schools**



Bellaire Middle/High 204 W. Forest Home Ave. Bellaire, MI 49615

(231) 533-8015 Fax (231) 533-6797 John R Rodger Elementary 6535 John R Rodger Rd. Bellaire, MI 49615

> (231) 533-8916 Fax (231) 533-9214

Athletic Office 204 W. Forest Home Ave. Bellaire, MI 49615

> (231) 533-8015 Fax (231) 533-8244

## **Memorandum of Understanding**

**Bellaire Public Schools** 

#### AND

Bellaire Education Association June 2, 2025

#### TIFFANY SUTTER EMPLOYMENT

This Memorandum of Understanding ("MOU") is entered into by and between the Bellaire Public Schools ("District") Board of Education ("Board") and the Bellaire Education Association ("Association") (individually, a "Party" and collectively, the "Parties"). The Parties agree as follows:

- 1. **Salary**. For the 2025-2026 school year, Dr. Tiffany Sutter shall be employed by the Board as a .28 FTE teacher and .72 FTE District Technology Director. Dr. Sutter will be paid a prorated teacher salary pursuant to the provisions of the 2024-2027 Master Agreement between the Board and the Association for her teaching role and a salary pursuant to the provisions of her individual contract with the Board for her Technology Director role.
- 2. Additional Compensation. In addition to the salary outlined in paragraph 1, Dr. Sutter will receive additional compensation for technology assignments outlined in Schedule B (Webmaster and SCECH Coordinator) of the Bellaire Education Association collective bargaining agreement as outlined in her individual employment contract. Dr. Sutter will also be compensated at her per diem rate for 20 additional work days as outlined in her individual employment contract.
- 3. **Fringe Benefits**. Dr. Sutter may opt to receive medical, vision, and dental insurance [insert whether she is receiving insurance through the collective bargaining agreement (CBA) or through the individual employment contract]. If Dr. Sutter opts to take medical insurance through the District, she is not eligible for Cash In Lieu of insurance through the CBA. Employee's fringe benefits and terms and conditions of employment provided under the CBA shall be prorated based on Dr. Sutter's FTE as a teacher.

#### 4. MOU Terms.

- a. This MOU constitutes the sole and entire agreement between the Board and the Association regarding the terms and conditions of the employment of Dr.Tiffany Sutter, and shall not establish any practice, established working conditions, or precedent for future negotiations or dealings between the Board and the Association with respect to this issue.
- b. This MOU is entered into pursuant to and in accordance with the provisions of the 2024-2027 Master Agreement between the Board and the Association and is a product of discussion and agreement between those parties.

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- c. This MOU shall supersede the 2024-2027 Master Agreement and any policies or practices inconsistent with these terms.
- 5. **Conformity to Law.** If any provision or application of this MOU is determined to be invalid or contrary to law by a court or administrative agency, such provision shall be severed (to the extent required by law) but the remaining provisions of this MOU shall not be affected unless the severance results in a material change in the benefits or rights of any party under this MOU. In the latter event, the party claiming to be adversely affected shall give prompt written notice to the other party and shall confer with that party regarding an appropriate resolution of the matter.
- 6. Governing Law. This MOU shall be governed in all respects by the laws of the State of Michigan.
- 7. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties pertaining to this issue, and supersedes any prior or concurrent agreements, written or oral, regarding its subject matter.
- 8. **Non-Precedential.** The creation and implementation of this MOU shall not be considered binding past practice, custom, or precedent between the Parties (or their respective successors) to continue or perpetuate its conditions beyond its expiration date.
- 9. **No Waiver.** By entering into this MOU, neither party waives any other rights or protections respectively afforded to them by the terms of the current collective bargaining agreement, previous memorandums of understanding, or previous letters of agreement now in effect, except as are otherwise specifically waived, modified, or relinquished herein.
- 10. **Proposed Changes.** This MOU cannot be changed unless by a written agreement signed by an authorized representative of each Party.
- 11. **Authorized Representatives.** This MOU is entered into this 3rd day of June, 2025, by and between the Board and the Association, whose authorized representatives have affixed their signatures below.
- 12. **Expiration Date.** This MOU shall expire on June 30, 2026 unless the District enters into a successor individual employment contract with Dr. Sutter as a Technology Director. If the individual contract is extended for subsequent terms, this MOU shall remain in effect during the term of the extended contract(s).

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www.bellairek12.org

DISTRICT	OF	<b>BELLAIRE</b>	PUBLIC
SCHOOLS			

By: 3 Starr

Its: Superintendent

Dated:

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BELLAIRE EDUCATION ASSOCIATION

By: Leggy rue Steven

Its: President BEA

Dated: 6 3 25