MASTER AGREEMENT
between BELLEVUE EDUCATION ASSOCIATION, EATON COUNTY EDUCATION ASSOCIATION, MEA/NEA

and

BELLEVUE COMMUNITY SCHOOLS Board of Education
BELLEVUE, MI
July 27, 2026 -June 30, 2028

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AGREEMENT

This agreement entered into on this 17th day of August, 2026, by and between the BOARD OF EDUCATION (the "Board") of BELLEVUE COMMUNITY SCHOOLS (the "District") and the BELLEVUE EDUCATION ASSOCIATION, EATON COUNTY EDUCATION ASSOCIATION, MEA-NEA (the "Association").

PREAMBLE

The Board and the Association have a statutory obligation, pursuant to the Michigan Public Employment 'Relations Act ("PERA") MCL 423.201 et seq., as amended, to bargain with respect to hours, wages, terms and conditions of employment and it is agreed as follows:

ARTICLE 1 – RECOGNITION

A. The Board hereby recognizes the Bellevue Education Association, Eaton County Education Association, MEA-NEA, as the exclusive bargaining agent for all full time and regularly employed part-time certified personnel employed by the Board including media specialists, speech and hearing therapists and teachers of students with disabilities, teachers who are enrolled in good standing in a state approved program for their first teacher certification, guidance counselors and compensation education employees. Such representation shall exclude athletic directorship and all supervisory personnel as defined under PERA and all other employees.

B. The term "part-time teachers regularly employed" shall be defined as a certified teacher under contract who shall teach three (3) or more hours per day, but not full time, five (5) days per school week at the same position within any school year for an entire school year.

C. The term "employee" when used herein shall refer to all teachers and other regularly employed certified personnel included under Paragraph A above, represented by the Association and employed by the Board.

D. The term "Association" as used herein shall refer to the Bellevue Education Association, Eaton County Education Association, MEA-NEA, and its designated agents.

E. The term "Board" as used herein shall refer to the Bellevue Board of Education and its designated agents.

F. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

ARTICLE 2 - BOARD RIGHTS

A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Bellevue Community Schools, consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board 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 the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.

3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.

4. The selection of textbooks and teaching materials and various teaching aids.

5. The right to determine class schedules, class size, the hours of instruction, and assignment of teachers with respect thereto.

6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

8. Establish personnel and student policies, rules, and regulations.

9. To make reasonable provisions for the health, safety, and first aid of its employees during hours of employment in an emergency situation (i.e., pandemic) subject to negotiation within thirty (30) to ninety (90) days of implementation of provisions for the health, safety, and first aid of employees.

B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this Agreement.

ARTICLE 3 - ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to PERA, the Board hereby agrees that all teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. The Board and Association agree that they will not directly or indirectly discourage, deprive, or coerce any teacher in the employment of any rights conferred by the Act, and that they will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or non-membership in the Association or collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement.

B. The Association shall request the use of school building facilities through the Superintendent or his/her representative for its meetings. These requests must be in writing and submitted at least twenty-four (24) hours in advance of the proposed meeting. The request is subject to the approval of the Superintendent or his/her representative. The Association shall reimburse the District for all costs associated with the use of such facilities in accordance with standard Board policy.

C. The Association shall request the use of school equipment through the principal or his/her representative. The requests are subject to the approval of the principal or his/her representative. The Association shall pay the cost of all materials and supplies.

D. Bulletin boards shall be made available on which the Association may post notices for its activities and matters of Association concern. The Association may use the inter- school mail service for communication to its members.

E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation. The office shall be notified upon the arrival and departure of the representative.

F. When requested by the Association, the Board agrees to make available public budgetary information and other public information which may be necessary for the Association to bargain collectively. All of said information shall be provided subject to the requirements of the Michigan Freedom of Information Act. Further, the Board agrees to provide the Association with any information which may be necessary to process a grievance or complaint, provided such does not violate the individual teacher's constitutional rights

G. The Board agrees to furnish to the Association copies of agendas and minutes of all Board meetings via email to the Association President.

H. Parking, restroom, and lounge facilities for teachers' use will be available in each building.

I. The existing telephone facilities will be made available to teachers for their reasonable use.

J. Vending machines may be installed by the Association in faculty rooms. The Association is responsible for all such machines.

K. Teachers shall be responsible for reporting unsafe objects or conditions to the building principal as soon as reasonably possible upon learning of same. The Board agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Board's commitment to comply with all federal, state and local laws and regulations. The Board agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention.

L. Teachers shall remain on duty as determined by the building administrator for the care and wellbeing of the students in the event of emergency situations such as, but not limited to, severe weather warnings, student disturbances or other situations or conditions which may threaten the health or safety of students.

ARTICLE 4 - NEGOTIATIONS PROCEDURES

A. No later than April 15 of the final year of this Agreement, or unless mutually agreed upon, the parties will meet to discuss a negotiation schedule for a new contract covering wages, hours, terms and conditions of employment. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

B. The Association shall designate teachers in each of the buildings as Association representatives. The principals and the Association representatives will meet periodically to review the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the Grievance Procedure.

C. Should any article, section or supplement to this Agreement be held invalid by operation of law or by tribunal of competent jurisdiction or if compliance shall not be affected thereby, the parties shall enter into immediate negotiations for the purpose of replacing such -article or section.

ARTICLE 5 - TEACHING CONDITIONS

A. Hours and Workload

1. The normal school day for teachers shall be no more than seven (7) hours and thirty (30) minutes. Staff shall report to their building ten (10) minutes prior to the start of the school day. This time is for meeting and greeting students and assisting them as needed. Staff will report ten (10) minutes before the beginning of school and remain ten (10) minutes after the end of the school day. As professionals it is understood that there is the need for additional time other than this to grade papers, prepare lesson plans, write curriculum, and participate in workshops to improve our skills to benefit students.

2. High school teachers shall be provided a minimum of fifty-five (55) minutes preparation per day. When the high school is organized under a traditional six (6) hour plan, the teacher's normal teaching load shall not exceed twenty-five (25) teaching periods and five (5) unassigned preparation periods per week.

3. Middle school teachers shall be provided an average of fifty-five (55) minutes preparation per day within the teaching week.

4. Elementary teachers shall be provided with total preparation time equivalent to that of the middle school and high school teachers.

5. When scheduling allows and upon mutual agreement between the building administrator and staff, preparation time shall be one continuous and uninterrupted period of time each day. At no time will the Board be expected to hire additional personnel to affect this provision of the contract.

6. All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty-five (35) minutes. In the event a teacher assumes lunchroom supervision, he shall be compensated at the rate listed in Article 9 Professional Compensation.

7. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

8. When a special activity teacher is absent, a substitute will be provided. If a substitute is unavailable, the classroom teacher will be responsible for carrying on regular instructional activities. And will be compensated for this extra classroom time at the rate of Twenty Dollars and 00/100 ($20.00) per thirty (30) minute period, and Forty Dollars and 00/100 ($40.00) per hour. This is in effect only when such services are contracted by the School Board.

9. Teachers who mutually agree to teach an extra assignment during their planning period will be compensated an additional 1/6 of their salary.

10. Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the building.

11. In addition to the duty-free lunch time and preparation time, a teacher who provides instructional services in more than one building in a single day shall be provided up to a fifteen (15) minute travel allowance.

12. In order to allow teachers adequate time to plan and perform professional and personal responsibilities without undue conflict, it is agreed that teachers will be notified twenty-four (24) hours in advance of a meeting called by the administration, except in cases of emergency. Normally, the second and fourth Tuesday of each month shall be reserved for faculty meetings.

13. Teachers shall be permitted to leave the buildings within ten (10) minutes after students are dismissed due to adverse weather conditions.

14. Teachers shall not be required to report for work when students are not expected to attend school except as indicated in the school calendar. In the event an employee has requested sick or personal business leave when school is closed for the above reasons, he/she shall suffer neither loss of leave time nor loss of salary.

15. Teachers are expected to be available for open house, student, parent or professional conferences and for faculty and curriculum meetings. It is further encouraged that teachers participate in and support the activities that help our students to grow academically, socially, and physically.

    a. As much as possible, open houses will be scheduled so as not to conflict with teachers enrolled in graduate study. By October 1 of each year, teachers will notify the building principal of the night(s) on which such classes meet.

    b. Whenever it is necessary to schedule an open house that conflicts with a teacher's graduate class, the teacher shall notify and invite each parent, prior to the open house, to visit that classroom.

16. The parties recognize that the hours of student contact time specified in this Article shall be adjusted as necessary to meet all requirements of the School Code and State School Aid Act for full receipt of foundation allowances and other appropriations The manner by which the adjustments will be made shall be subject to negotiation between the Board and the Association.

17. All Elementary teachers are required to attend the musical performances of their students. Likewise, all Jr/Sr High teachers are required to attend graduation. Failure to attend the respected activities will result in the loss of four (4) hours of a leave day, unless the building principal has excused the teacher prior to the activity.

B. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county or state health authorities) will be rescheduled to ensure that the District will incur no loss in state aid. Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation. Rescheduling shall be accomplished as specified in the calendars included within this Agreement. In the event that the -number of membership days is increased the parties agree to open the contract to bargain additional compensation for those days.

C. Class Size

1. The following are suggested as maximum on class size.

Elementary		Secondary	
K-2	25	General	30
3-6	30	PE	40
7-8	30	Art	25
PE	40	Band	40
Art	40		
Music	40		

2. A teacher whose class size exceeds the suggested maximum after the conclusion of the first three weeks (15 workdays) of any semester, is entitled to receive additional compensation of $2.50 per student per clock hour for each student over the suggested maximum for the class for each hour the suggested maximum has been exceeded from the beginning of the semester. To receive said additional compensation, a teacher must submit an application for the compensation to the building principal no later than the end of the first full week after the last day of the semester, and the parties agree to meet to discuss realignment of classes. Said compensation shall be paid once per semester. Such payment shall be made for violations of C., 2. below in the same manner.

3. Class size shall not exceed the actual teaching stations available.

D. Assignments and Qualifications

1. Any assignment in addition to the normal teacher schedule, as enumerated in Appendix B, shall not be obligatory, but shall be with the teacher's consent.

2. In regard to student teachers, if any compensation is received from the supervising college or university for services rendered by the Bellevue Community Schools, that money shall be transmitted to the teacher to purchase classroom supplies which are to be approved by the Superintendent.

3. A teacher may serve as the building administrator ("teacher-in-charge") when a building Principal is absent by mutual consent of the teacher and the Superintendent.

    a. Teachers interested in becoming teachers-in-charge shall inform the building Principal in writing.

    b. The Superintendent will consult with the Association about a rotation of teachers in charge to be used as necessary.

E. Whenever possible, prior to the actual placement of a student with an IEP or 504 plan into a teacher's class, relevant staff will consult on a plan to transition the student into the class.

ARTICLE 6 - TEACHER PROTECTION

A. The administration shall give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline in the classroom.
    a. A teacher may exclude a pupil from a class for persistent misbehavior and disruption of the classroom. A teacher may send a student to the principal for misbehavior in or on the school grounds. In such cases, the teacher will furnish the principal, as promptly as the teacher's teaching obligations will allow, full particulars in writing. The pupil shall not be returned to the teacher's class or classes until consultation by the principal with the teacher and the student.
    b. Any case of assault upon a teacher shall be promptly reported to the Building Principal/Superintendent Board or its designated representative. The Board, by discretionary action, may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
    c. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board, by discretionary action, may provide legal counsel and render necessary assistance to the teacher in the teacher's defense.

B. If a complaint directed toward a teacher is to be called to the attention of the teacher, it shall be done within twenty (20) working days of the administration's knowledge of such complaint. Although it is recognized that the Board must follow legal procedures regarding specific allegations. No record of a complaint shall be included in the teacher's personnel file unless the teacher has received timely notification of the complaint and has been given an opportunity to respond orally and/or in writing to the complaint.

C. A teacher shall at all times be entitled to have present a representative of the Association when the teacher is being warned or disciplined for any infractions of rules or delinquency in professional performance. Should disciplinary action likely occur at a given meeting, the bargaining unit employee shall be advised immediately of said possibility and be notified by the Employer of the right to immediately of said possibility and be notified by the Employer of the right to representation under this provision of the Agreement. No action shall be taken for up to forty-eight (48) hours with respect to the teacher to allow a representative to be available, if one is not available. A teacher who refuses representation shall do so in writing. Copies shall be provided to administration, the Association, and the teacher.

D. A teacher shall have the right to review his/her personnel file and to have an Association representative accompany him/her in such review. Confidential credential materials shall be excluded from such review.

E. The private and personal life of any teacher is not within the appropriate concern of the Board, except as it may affect his/her effectiveness as a teacher.

F. Discipline: Bargaining unit employees may only be disciplined for a reason that is not arbitrary or capricious. Progressive discipline for bargaining unit employees may include an oral warning, written warning, suspension with pay or without pay and discharge. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher, the standards identified in the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.
All discipline will be in writing and placed in an individual's personnel file and the teacher will be forwarded a copy. Non-disciplinary directives will not be placed in an individual's personnel file.

G. Assaults & Property Loss/Damage: Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will provide legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall reimburse any bargaining unit employee for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and /or personal items, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee up to $2,000.00.
Probationary Teachers cannot grieve any aspect of this Article. Tenured teachers may grieve alleged violations of this Article up through Level Four of the grievance procedure.

ARTICLE 7- EVALUATIONS

A. Evaluations shall comply with Revised School Code section 1249.

B. Beginning with the 2024-25 school year, the Charlotte Danielson performance evaluation system shall include a rigorous and transparent performance evaluation system that includes:

1. Specific performance goals identified by the teacher and evaluator to improve their effectiveness in the upcoming school year.

2. An evaluation of the teacher's job performance with timely and constructive feedback.

3. Clear approaches to measuring student growth with relevant data on student growth.

4. Multiple mutually agreed upon rating categories that take into account student growth and assessment data.

5. The use of Building level student growth and assessment data as 20% of the year-end evaluation. Student data will be a building wide score used for all staff members.

C. Process: The Charlotte Danielson tool will be utilized by the parties.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

    a. The teacher shall be notified each year who the administrator will be that conducts their year-end evaluation.

b. Classroom observations of at least twenty (20) minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;

c. In order to ensure 1.b above, the observation shall be no less than twenty (20) minutes and shall not occur within thirty (30) days of a prior observation absent extenuating circumstances.

d. There shall be a minimum of two (2) observations. Teachers will provide information relative to 1.b within twenty-four (24) hours after the classroom observation occurs.

e. If necessary, feedback on 1.b will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than thirty (30) calendar days after the observation occurred if requested by the teacher. The teacher will be provided written feedback on that observation contained in the Pivot platform.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support."

    a. The year-end evaluation determination shall be delivered at a meeting with the observing administrator and the teacher no later than the end of the school year.

    b. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

3. Absent extenuating circumstances, if a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the teacher is placed on an IDP, moves to a new assignment, or their subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher may at the District's discretion be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

4. A mentor for classroom teachers will be provided as required by law.

    a. Training on the Charlotte Danielson evaluation tool for teachers and evaluators will be provided as required by law.

5. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

6. Probationary teachers cannot grieve any aspect of the evaluation process. Tenured teachers may only grieve any aspect of the evaluation process up to Level Four. An Arbitrator has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher who receives two (2) consecutive ratings of "needing support."

ARTICLE 8 - LEAVES OF ABSENCE

A. Paid Leaves

1. A teacher will be credited with 12 Leave Days (LD) per school year on the first day of the teacher's contract. These days are intended to be used for illness or personal business that is unable to be scheduled outside of the existing calendar. If a regular teacher's contract starts later in the school year or if a teacher resigns without fulfilling the terms of the contract, the teacher will be allowed the total number of days equal to one (l) day per month (not to exceed ten (10) days) for each total month served through the last day of that school year.

2. Unused days shall be accumulative to one hundred sixty-five (165) days. Teachers who have accumulated one hundred sixty-five (165) leave days will also be credited with ten (10) non-accumulated leave days at the beginning of each school year. These ten (10) days will be subtracted prior to the accumulated one hundred sixty- five (165) days. Teachers ending the year with more than 165 days will be compensated Fifty Dollars and 00/100 ($50.00) for each day in excess of the cap. Each teacher shall be notified at the start of each school year the number of leave days said teacher has on credit.

3. Conditions for administering the leave policy are as follows:

    1. The administration upon three (3) consecutive leave days may require valid, written verification for any leave day.

    2. In case of extenuating circumstances, additional days may be granted by the Superintendent.

    3. Part-time employees shall receive a prorated portion of personal leave days.

    4. At the end of a school year, any unused leave days shall be allowed to accumulate and be added to the teacher's accumulated leave under the provisions of section A, subsection I of this Article.

    5. In the event of an unforeseen emergency, a teacher shall be allowed to leave the school without suffering any diminution of pay. This shall be charged to leave days on the basis of one-sixth (1/6) of a day for each hour absent from school. If the teacher has used said teachers allotted paid leave days, the teacher will be docked in salary.

4. Leave days cannot be used during the first week or the last week of student days, without prior administrator approval.
5. Leaves of absence with pay not chargeable against the teacher's leave allowance may be granted for the following reasons:
    1. A leave of absence with pay not chargeable against the employee's leave shall be granted for up to ten (10) days for the death of a spouse or child. Up to five (5) days shall be granted for death in the immediate family other than spouse or child (namely: parents, brothers, sisters, in-laws, grandparents, grandchildren, and people living in the immediate household of the employee). Additional leave may be granted for death in the immediate family due to extenuating circumstances by the Superintendent. Additional days used by the employee for death in the immediate family shall be deducted from his/her accumulated leave.
    2. If a teacher is eligible for FMLA for the birth of a child and to care for the newborn child within one year of birth or for the placement of a child with the teacher for adoption or foster care and to care for the newly placed child, then a teacher shall be granted by the district (15) paid day of parental leave. Parental leave may not span two (2) fiscal years.
    3. Court appearance when the teacher is representing the Bellevue Community Schools.
    4. Visitation approved by the administration to visit other schools or for attending educational conferences or conventions.
    5. Upon prior approval of the Superintendent, not more than two (2) teachers who are qualified officers of the local, district, regional or state Association may be absent the same school day. The total of such absences shall not exceed eight (8) school days per school year. The Association agrees to reimburse the school district for the salary of the substitute teacher for such engaged persons.
    6. Time necessary to take the selective service physical examination.
    7. Absence for jury duty or being subpoenaed as a witness in a case where the teacher and/or the District is not involved as a defendant in the same or related case, provided that the Board shall pay in salary only the amount equal to the difference between the teacher's salary as computed on a daily basis and the pay received for the jury service per day.
    8. Leave days taken under this Article shall be applied toward the teacher's entitlement to leave and benefits under the Family and Medical Leave Act where applicable as permitted by the Act.

B. Unpaid Leaves: Leaves of absence without pay may be granted for the following purposes:

    1. Any employee whose personal illness or disability extends beyond the period compensated in Section A of this Article shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability or for one (l) year, whichever is lesser.

2. Educational improvement through further training
3. Becoming an officer of a state association

4. Military leave

5. Campaign for or serve in a public office

6. Peace Corp

7. Sabbatical leave

    1. Teachers who have been employed for seven (7) consecutive years in the Bellevue Community School District may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall have said teacher's medical health insurance paid by the Board at the rate as stated in the Master Agreement.

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

8. To the extent required by the provisions of the federal Family and Medical Leave Act, an eligible teacher shall be granted leave for the purposes and subject to the terms and conditions as provided by that law in all respects. All eligible employees are required to use paid leave concurrently with FMLA. The Board uses the rolling method to calculate FMLA eligibility.

C. General Leave Provisions

1. Upon return from an unpaid leave of absence, the employee shall resume all rights and benefits under this Agreement.

2. Upon return from a medical or disability leave, the employee shall submit a doctor's statement certifying his/her ability to perform his/her assigned duties.

3. The Board may extend any leave of absence upon written application from the employee.

4. Except as provided elsewhere, the teacher shall provide the Board with written notice of his/her intent to return from an unpaid leave of absence by May I prior to the expiration of the leave.

ARTICLE 9 PROFESSIONAL COMPENSATION-

A. Compensation is paid on the basis of the negotiated calendar which delineates the number of student attendance days and the number of employee workdays. Any and all pay docking(s) shall be the appropriate fraction(s) of the total number of employee workdays as contained within the calendar.

B. Employees new to the District may be granted full credit on the salary schedule as set forth in Schedule A for teaching experience acquired outside the District.

C. The teachers will be paid on a 26-pay period year unless the pay schedule dictates a 27-pay period year.

D. Upon qualification for a new salary due to an advanced degree, or additional hours an employee shall be advanced to the appropriate new salary at the beginning of each semester, but in no case later than October 1 and February 1. The employee is responsible for providing the administration with the appropriate documentation for such advancement.

E. All teachers will receive Two Hundred Dollars and 00/100 ($200) towards classroom supplies. If the fund balance exceeds Eight Percent (8%), an additional Two Hundred Dollars and 00/100 ($200) will be given after the start of second semester.

F. In the event it becomes necessary for an employee to assume teaching responsibilities or other administratively assigned duties during his/her conference or preparation period, regular work duties or when he/she is administratively assigned any non-teaching duty in addition to the normal workday, i.e., noon hour supervision, bus supervision, recess duty and all other such non-teaching duties, he/she shall be compensated at a rate of Forty Dollars and 00/100 ($40.00) an hour or Twenty Dollars and 00/100 ($20.00) per half hour in addition to his/her regular salary. This rate shall also apply if an administrator requests that a teacher assume the responsibilities for two (2) classes of students at the same time, except in a team-teaching situation. This "doubling up" of responsibilities shall occur only in unusual circumstances and shall not be a regular occurrence.

G. Employees who are required in the course of their work to drive their personal automobile on school business shall be compensated at the current IRS rate.

H. The Board agrees to pay an employee who is retiring and who has been in the District for at least fifteen (15) years, the employee's accumulated leave time at Fifty Dollars and 00/100 ($50.00) per day for all accumulated days. An employee must have accumulated at least eighty (80) days of leave to be eligible for this payment.

I. If a teacher does not return from an unpaid leave at its expiration, (except in the event of the continuance, onset, or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all unearned insurance premium payments made during the period of unpaid leave, as permitted by the Family and Medical Leave Act.

J. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board.

ARTICLE 10 – VACANCIES, PROMOTIONS AND TRANSFERS

A. Definition of "Vacancy": A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions.

B. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, will be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Vacancies may be posted at least ten (10) days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the Superintendent's office.
Summer Months: During the summer months when regular school is not in session, the Employer will provide via home email to all bargaining unit employees who provide one, all vacancies as above described.

C. Placement of Classroom Teachers:
Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249. The Superintendent or designee has discretion to place a bargaining unit member into a position for which they are certified for, for a reason that is not arbitrary or capricious. Teachers must be fully qualified for all aspects of their assignments based on the documentation on file with the Superintendent's office, including, but not limited to, the following clear and transparent factors:

a. Compliance with state and federal laws, regulatory standards, and state grant, and categorical funding requirements;

b. District-provided professional development and relevant special training;

c. Recency of relevant and comparable teaching assignments;

d. Effectiveness based on previous evaluations;

e. Length of service in the grade level or subject area.

f. Seniority. Seniority may be considered as a tiebreaker if a classroom teacher placement decision involves two (2) or more teachers and all other factors distinguishing those teachers from each other are equal.

D. Requests for a transfer may be made at any time in writing to the Superintendent's Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. The Employer can acknowledge receipt of the request for transfer within five (5) working days. Vacancies caused by a voluntary transfer will be posted unless that vacated position is eliminated.

E. Involuntary Transfers: The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons.

F. Probationary Teachers cannot grieve any aspect of this Article. Tenured teachers may grieve alleged violations of this Article up through Level Four of the grievance procedure.

ARTICLE 11 – REDUCTION IN PERSONNEL / LAYOFF AND RECALL

A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.

B. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249. The District may layoff noncertified teachers first during the reduction in force/layoff process. Classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

i. Compliance with applicable state or federal regulatory;

ii. District-provided professional development, and relevant special training;

iii. Length of service in a grade level(s) or subject area(s);

iv. Recency of relevant and comparable teaching assignments;

v. Previous effectiveness ratings;

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 30-calendar day notice in writing before the effective date of layoff for layoffs absent extenuating circumstances.

D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee 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 is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

F. Definitions:

1. Certification - Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned including substitute permits. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses and permits, with the Board. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

   The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, permits or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2. Qualification - Teachers shall be considered qualified by the factors outlined in Article 10(C).

G. A classroom teacher is eligible for recall under this Article for eighteen (18) months from the date the District implemented the reduction in force. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 7, Section C and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.

H. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in current Article 12 - Insurance Protection until the end of the following month of the effective date of the layoff. After that, a laidoff teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Probationary Teachers cannot grieve any aspect of this Article. Tenured teachers may grieve alleged violations of this Article up through Level Four of the grievance procedure.

ARTICLE 12 INSURANCE PROTECTION

The Board shall make contributions toward the payment of health, LTD, dental, vision, and life insurance premiums to a policy of the BEA choice, for all full-time employees who complete their contractual obligation to obtain insurance coverage for a full twelve (12) month period. The Board's contribution to the employee's medical benefit plan costs shall be no less than

$7,942.09 for employees with single-person coverage,
$16,609.38 for employees with two-person coverage, or
$21,660.30 for employees with family coverage.

- Effective January 1, 2027, the Employer's contribution to the employee's medical benefit plan costs shall be no less than
  - $8,180.35 for employees with single-person coverage,
  - $17,107.66 for employees with two-person coverage or
  - $22,310.11 for employees with family coverage.

- Effective January 1, 2028, the Board's contribution to the employee's medical benefit plan shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for employees with single-person coverage, employees with two-person coverage, and employees with family coverage unless otherwise required by operation of law.

Thereafter, the Board will pay the hard cap as set by the State unless otherwise required by operation of law. If legislation is passed dealing with insurance protection, both parties agree to open this contract and negotiate new language.

A. The "monthly cost" of health insurance shall include fees, assessments, commissions, and taxes which come from the insurance carrier, company agent, Health Insurance Claims Act, or the Patient Protection and Affordable Care Act ("PPACA"), or other costs required to be accounted for. The health insurance cap shall first be applied to medical premiums, then second to any payment, if any, made by the Board during the "medical benefit plan coverage year," toward Board reimbursement of copays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs.

B. For those full-time employees who choose to opt out of the above-described health plan, the BOE will provide:
   1. Plan B option (subject to the above maximum BOE contribution, which will include LTD, Dental, Vision, Life Insurance

C. A Five Hundred and Seventy-Five Dollar ($575.00) per month cash-in-lieu payment. In order to ensure that eligible employees receive cash-in lieu in compliance with the PPACA, the following conditions must be met: (a) the employee voluntarily and in writing opts out of the available medical health care plan; and (b) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the PPACA.

D. The Board will not continue to contribute toward the cost of health care insurance for a teacher whose employment terminates before the close of the school year, but he/she shall receive the prorated portion of the annual premium to which he/she- is entitled.

E. Any teacher on medical leave will be provided all benefits under this Article.

F. Dual coverage (i.e., insurance coverage for both spouses and/or dependents) shall not be permitted where both spouses are employed by the Board and are eligible for coverage. In that instance, one spouse shall be designated as the recipient for insurance coverage purposes.

G. A teacher may continue to pay their premium contribution on a pretax basis through the Board of Education's IRS 125 plan.

H. Payroll deductions will be available to the employee for all MEA programs and the School Employees Credit Union.

ARTICLE 13 - GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the expressed written terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services or failure to re-employ any probationary teacher.

2. Any claim or complaint for which there is another remedial procedure or forum established under the tenure law.

3. Teacher evaluations, except as provided in Article 7 of this Agreement.

B. The Association shall designate representatives to handle grievances. The Board designates the principal of each building to act as its representative at Level One and the Superintendent or his/her designated representative to act at Level Two.

C. The term "days" as used herein shall mean working days. During the summer months, days shall refer to Monday through Friday when administrative offices are open, excluding holidays.

D. Written grievances, as required herein, shall contain the following:

1. It shall be signed by the grievant or grievants.

2. It shall be specific.

3. It shall contain a synopsis of the facts giving rise to the alleged violations.

4. It shall cite the section or subsections of this Agreement alleged to have been violated.

5. It shall contain the date of the alleged violation.

6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept
as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration. A teacher is entitled to be accompanied by an Association rep at any level of the grievance procedure.

F. Level One

1. Prior to filing a written grievance, the teacher shall orally discuss the grievance with the building principal in an attempt to resolve the same. Said discussion with the building principal shall include a statement by the teacher and/or his/her association representative of the contractual basis for the grievance.

2. The oral discussion of a grievance must occur no later than fifteen (15) days after its alleged occurrence or knowledge of its alleged occurrence in order to meet the timelines for filing the written grievance at level two.

3. If no resolution is reached within fifteen (15) days of the oral discussion, the written grievance may be filed at Level Two.

G. Level Two

1. Grievances may be filed at level two if they are not resolved at level one. Grievances that involve more than one bargaining unit member and grievances that the principal has no authority to settle may be initiated at level two. The written grievance shall be filed with the Superintendent or his/her designated agent at Level Two within twenty (20) days of its alleged occurrence.

2. Within fifteen (15) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and the designated Association representative to discuss the grievance. If the meeting can't be held within fifteen (15) days, it may be extended by mutual agreement.

3. Within fifteen (15) days of the level two discussion, the Superintendent or his/her designated agent shall render a decision in writing, transmitting a copy of the same to the grievant, the Association President, the Association grievance representative, the principal of the building in which the grievance arose and place a copy of same in a permanent file in his/her office.

H. Level Three

1. Within fifteen (15) days of receipt of the Superintendent's decision, the parties shall submit to non-binding mediation before a mediator assigned by the Michigan Employment Relations Commission. If the matter is resolved in mediation, the resolution shall be reduced to writing and the grievance will be resolved.

2. If no decision is rendered within fifteen (15) days of the discussion in G., 2., above the Association, may, within twenty (20) days of the discussion, appeal same to the Board of Education by filing such written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board.

I. Level Four

1. Upon proper filing as specified in Level Three, the Board shall allow the teacher and association representative an opportunity to be heard at the next regularly scheduled board meeting.

2. The written decision of the board shall be provided within five (5) days after the next regular Board meeting following the hearing of the grievance. A copy of the written decision of the Board shall be forwarded to the association, the grievant, the building principal for the building in which the grievance arose, and the Superintendent for permanent filing.

J. Level Five

1. Individual teachers shall not have the right to process a grievance at Level Five.

2. If the Association is not satisfied with the disposition of the grievance at Level Four and the Association desires to process it to arbitration, it must, within fifteen (15) days after receipt of the decision of the Board, submit the matter for arbitration to the American Arbitration Association (with a copy concurrently served upon the school district), in accordance with its rules, which shall likewise govern the hearing. If the parties cannot agree upon an arbitrator, one shall be selected in accordance with the rules of the American Arbitration Association.

3. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at an earlier step of the Grievance Procedure. Each party shall submit to the other party, no less than seven (7) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

4. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

5. Powers of the arbitrator are subject to the following limitations:
    a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

    b. The arbitrator shall have no power to establish salary scales or to change any salary.

    c. The arbitrator shall hear only one (1) grievance unless the parties otherwise mutually agree in writing.

    d. The arbitrator shall have no power to interpret state or federal law.

    e. The arbitrator shall not hear any grievance which has been previously determined non-arbitrable under this Agreement.

    f. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

    g. The fees and expenses of the arbitrator shall be shared at the rate of fifty percent (50%) for the Association and fifty percent (50%) for the Board.

    h. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievance regardless of his/her employment) all further proceedings on a previously instituted grievance shall be barred.

    i. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be at his/her assigned duty station.

    j. The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties. In the event a grievance is filed after May 15 of any year, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

k. Notwithstanding the expiration of this Master Agreement, any claim or grievance initially filed before the expiration of this Master Agreement may be processed through the Grievance Procedure until resolved.

l. By mutual agreement, expedited arbitration may be used in Level Four. Rules of the American Arbitration Association for expedited labor arbitration will be used.

m. All arbitration hearings shall be held at the District.

n. No reprisals of any kind shall be taken by or against any party of interest or any participant in the Grievance procedure by reason of such participation.

ARTICLE 14 - EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.150 *et seq.*, may reject, modify, or terminate this collective bargaining agreement as provided in the Act.

ARTICLE 15 – SENIORITY

A. The Association and the Board shall jointly develop a seniority list and make the appropriate revisions as they occur. The seniority list shall be posted in all buildings during the month of October each year.

1. The teacher's seniority date shall be either the date of the initial contract or the first day worked, whichever comes first.

2. Individual teachers having the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.

   a. The seniority list shall include the teacher's hire date and specify the areas in which the teacher is certified or qualified or endorsed.

   b. Only teachers covered by this agreement shall accrue seniority within the bargaining unit.

   c. For purposes of this Agreement, seniority shall be defined as the number of continuous years of employment within the Bellevue School District. Unpaid leaves of absence, except where legally required, do not accrue seniority

ARTICLE 16 - MENTOR TEACHERS

A. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code.

B. Each bargaining unit member in their first three years in public schools shall be assigned a mentor teacher by the Superintendent or their designee. The mentor teacher shall be available to provide professional support, instruction, and guidance to the mentee. The purpose of the mentor teacher is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion.

C. A mentor teacher shall be assigned in accordance with the following:

1. The mentor shall be a tenured member of the bargaining unit:

2. Participation as a mentor shall be voluntary.

3. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.

4. A mentee shall be assigned to only one mentor teacher at a time.

5. A mentor teacher may have up to two mentees with mentor consent.

6. The mentor teacher assignment shall be for one year, subject to review by the mentor teacher and mentee after six months. The appointment may be renewed in succeeding years.

7. If no tenured member of the bargaining unit agrees to take a mentee assignment, the Board may seek a mentor teacher outside of the bargaining unit.

D. The Board and Association agree the relationship shall be confidential between the mentor and mentee. It shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or the mentee. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

E. The mentor shall receive a Five Hundred Dollar and 00/100 ($500) compensation per mentee, paid after the end of the school year.

F. Mentors will document time spent with mentees on a District approved form and submit it to the business office for payment.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual Teacher contracts shall be made expressly subject to the terms of the negotiated contract that has been entered into covering the same school year as the said individual teacher contracts cover.

B. If any provision 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 be deemed null and void, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. There shall be two (2) signed copies of the final Agreement.

D. Individual employment contracts shall be issued within thirty (30) working days of the conclusion of negotiations between the parties or September 30, whichever is later.

ARTICLE 18 – DURATION

This agreement shall be effective upon ratification by the parties and shall continue in effect until the 30th day of June 2026.. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BELLEVUE EDUCATION ASSOCIATION
EATON COUNTY EDUCATION
ASSOCIATION MEA-NEA

BEA President

Chief Negotiator

8.17.2026
Date

BELLEVUE BOARD OF EDUCATION

President

Secretary

Superintendent

8/17/2026
Date

APPENDIX A - SCHEDULE A
Step Schedule
Bellevue Community Schools

Longevity bonus - Paid in June to a 403 B
0-4 $1000
5-9 $1500
10-19 $2000
20-+ $2500

2026-2027 Salary Schedule
Wage reopener in Spring of 2027

	BA	MA	MA+32
1	46,181.21	48,126.52	50,071.82
2	47,491.62	49,547.84	51,604.17
3	48,802.02	50,969.16	53,136.52
4	50,112.42	52,390.48	54,668.88
5	51,204.42	53,811.79	56,201.23
6	52,733.22	55,233.11	57,733.58
7	54,043.63	56,654.43	59,265.94
8	55,354.03	58,075.75	60,798.29
9	56,664.43	59,497.07	62,330.65
10	57,974.83	60,918.39	63,863.00
11	59,285.24	62,339.71	65,395.35
12	60,595.64	63,761.03	66,927.71
13	61,906.04	65,182.35	68,460.06
14	63,216.44	66,603.66	69,992.42
15	64,526.85	68,024.98	71,524.77
16	65,837.25	69,446.30	73,057.12
17	67,147.65	70,867.62	74,589.48
18	68,489.40	72,288.94	76,121.83
19	69,768.46	73,710.26	77,654.18
20	71,078.86	75,131.58	79,186.54
21	72,010.87	76,552.90	80,718.89
22	73,264.87	77,974.22	82,251.25
23	74,518.87	79,395.53	83,783.60
24	75,772.87	80,816.85	85,315.95
25	77,026.87	82,238.17	86,848.31
26	78,280.87	83,659.49	88,380.66

APPENDIX B - EXTRA DUTY ASSIGNMENTS

A. The termination of services or failure to re-employ any teacher to a position on this schedule is not subject to the Grievance procedure. If the Appendix B positions receive an "Effective" or ""performance evaluation rating, then the employee will be renewed for the next school year.

B. All positions on this schedule are non-tenured positions. All schedule B contracts will be issued one week prior to the beginning of the scheduled season or school year.

C. These percentages apply to the BA base plus years of experience in each assignment as listed below regardless of the level of assignment.

D. There may be multiple hirings authorized for any of the above-listed coaching positions. The following compensation provisions were not in use at the time of execution of this Agreement. However, if the Board reinstates the former program to which these provisions are applicable, such shall then be the additional compensation:

E. Librarian - One (l) week extra pay beyond regular school year.
One (l) High School Counselor - One (1) extra week at the beginning of the school year, and 'up to two (2) weeks extra pay, if needed after the teacher's last day.

F. For the duration of this Agreement only, extra-curricular positions shall be filled as follows:

1. A vacancy in any extracurricular position which is to be filled shall be posted within the unit in accordance with Article X of the master contract.

   A newly created extra-curricular position may be filled with the individual who has previously served in the capacity of the coach or sponsor prior to the creation of the position as a paid extra-curricular position, without posting it as a vacancy.

2. A member of the bargaining unit meeting the qualifications for the position and appointed to the position, shall be compensated in accordance with the salary rates established in Appendix B unless there are cancellations due to a government shutdown or local health emergency. For these athletic positions, coaches will be compensated if the season is cancelled prior to the beginning of the season due to a pandemic, government shutdown, or local health emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. The percentage of compensation will be determined by the District, but the Board will consult with the Association. For the purpose of this provision, "qualified" shall mean previous successful coaching experience and/or comparable training as determined by the Board.

3. A member of the bargaining unit meeting the qualifications for a vacant extracurricular position shall be selected for the position, unless, considering all factors, there is a more qualified applicant from outside the bargaining unit, who may be selected for the position.

In making its selection, the Board shall not act in an arbitrary or capricious manner. If a qualified member of the bargaining unit applies for a position, but is not selected to fill the position, the Board shall give him/her written notice of the reason(s) why he/she was not selected.

Non-bargaining unit members appointed to a position will be paid no more than the rate as established in Appendix B and hired by a third-party contractor as selected by the Superintendent.

Position	
Yearbook	5
EI Musical performances	2
Secondary Musical Performances	6
Class Advisor	3
Student Council - Jr/Sr High School	4
Student Council - Elementary	1
Science Olympiad	2
National Honor Society	4
Flat Rate Positions	
FFA advisor (Only if its CTE certified program)	$6,000
Mentor Teacher	$500
Overnight Supervisor	$100
Building Leadership Teams	$50/Meeting

Position	Percentage	Position	Percentage
Head Varsity Baseball	10	Asst Men's Basketball	5
Head Varsity Cheerleading	10	Asst Women's Basketball	5
Head Varsity Cross/Country	10	Asst Football (2)	5
Head Varsity Football	10	Asst Track (2)	5
Head Varsity Men's Basketball	10	Asst Baseball	5
Head Varsity Women's Basketball	10	Asst Softball	5
Head Varsity Soccer	10	Asst Volleyball	5
Head Varsity Softball	10		
Head Varsity Wrestling	10	Jr. High Men's Basketball	4
Head Varsity Girls Wrestling	10	Jr. High Women's Basketball	4
Head Varsity Volleyball	10	Jr. High Football	4
Head Varsity Track	10	Jr. High Track	4
Head J.V. Baseball	6	Jr. High Volleyball	4
Head J.V. Women's Basketball	6	Jr. High Wrestling	4
Head J.V. Men's Basketball	6		
Head J.V. Football	6	Jr. High Football Assistant	2
Head J.V. Softball	6		
Head J.V. Volleyball	6		