

AGREEMENT

between

BAY CITY PUBLIC SCHOOLS

and

BAY CITY EDUCATION ASSOCIATION

COVERING THE YEAR:

2011-2012

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[*] = Due to prohibited subjects of bargaining, text has been removed to Appendix "C" of this document.

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1.000 PREAMBLE

1.100

This Agreement is entered into the 27th day of January, 2012 by and between the Bay City Education Association, Inc., a voluntary Michigan corporation, hereinafter called the "Association" and the School District of the City of Bay City, Counties of Bay and Saginaw, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Bay City is their mutual aim and that the character of such education depends predominately upon quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist and advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, which amends Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

2.000 RECOGNITION

2.100

The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 336 Public Acts of 1947 as amended by Act 379, Public Acts of 1965, for all full-time and regular part-time instructionally-related personnel certified, non-certified, or non-endorsed teachers so designated by the State Board of Education, whether under contract, on leave, or on a per diem, hourly or class rate basis, including those in probationary period, on tenure and including but not limited to the following: classroom teachers, deans of students, guidance counselors, librarians, school psychologists and social workers, speech, hearing and physical therapist, visiting teachers, advising or critic teachers, other teachers or special areas of education, school nurses, coordinators, driver education instructors and all other non-supervisory certified and instructionally-related personnel and non-certified, non-endorsed teachers on the classroom teacher's salary schedule employed, or to be employed by the Board (whether or not assigned to a public school building), but excluding day-to-day substitute teachers and such supervisory personnel such as, but not limited to, the superintendent, assistant superintendents, principals, assistant principals, and employees covered by other collective bargaining agreements.

The Association's representation shall cover all personnel assigned to newly-created certificated and non-certified, non-endorsed instructional positions which would fall within the above defined bargaining unit. The term "teacher" when used hereinafter in the Agreement, shall refer to all the employees represented by

the Association in the bargaining or negotiating unit as above defined, and references to teachers shall be general in nature and not gender specific.

2.200

The Board agrees not to negotiate with any individual nor to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

3.000 RIGHTS OF THE ASSOCIATION

3.100

Pursuant to Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Employment Relations Act, the Board hereby agrees that employees covered by this Agreement shall have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the above mentioned acts or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

3.200

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provision of this Agreement.

3.300

The Association shall continue to have the right to use school building facilities at all reasonable hours for meetings subject to the current District policy and guidelines established for use of school facilities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards, school mail and other established media of communication shall be made available to the Association and its members. The Association shall be a daily stop on the Board's regularly scheduled intra-school mail delivery system.

3.400

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: Annual Financial Reports and Audits, registers of certificated personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agenda and minutes of all Board meetings, census and membership data, names and addresses of all teachers and such other information as is necessary to assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint. The sick leave register shall be available to designated representatives of the Association.

3.500

The Board shall advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given reasonable opportunity to consult with the Board with respect to said matters prior to their adoption and/or general publication.

It is agreed and recognized, however, that except for expenditures contained in any Annual Budget which are required by the terms of this Agreement, or the P.E.R.A., the authority to adopt all parts of the Annual Budget of the School District resides exclusively with the Board and during the term of this Agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

3.600

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for [*] discrimination with respect to the professional employment of such teachers.

The private and personal life of any teacher is not normally within the appropriate concern or attention of the Board. However, if an incident arises, that in the opinion of the Superintendent would be detrimental to classroom performance or the school district, the Superintendent may exercise his administrative prerogatives. Any action taken against such teacher shall be subject to the [*] appropriate legal remedies and/or tenure procedure.

3.700

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sexual orientation, age, gender, marital status, height, weight, physical or mental handicap. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, age, gender, marital status, national origin, height, weight, sexual orientation, physical or mental handicap.

3.800

The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

4.000 RIGHTS OF THE BOARD OF EDUCATION

4.100

It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

5.000 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

5.100

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association and its Affiliates as determined by the Bay City Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the Board shall deduct such dues in twenty (20) equal payments on regular pay days falling within the regular school year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated.

5.200

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a representation service fee to the Association, an amount equal to membership dues payable to the Association, and its Affiliates, less any amounts not permitted by law; provided, however, that the teacher may authorize payroll deduction for such representation service fee in the same manner as provided in paragraph 5.100 of this Article. The Association shall notify the employer annually of the amount to be charged for the representation service fee. Any employee may cancel this contribution at any time with written notice to the employer. Changes pursuant to this section will only be made once per year per employee.

The procedure in all cases of nonpayment of the service fee shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
2. If the teacher fails to remit the service fee or authorize deduction, the Association may request the Board to make such deduction pursuant to this Article. A copy of the notice of non-compliance and proof of service shall be attached to said request.
3. The Board, only upon receipt of said request for deduction, shall conduct a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or has authorized payroll deduction. To the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act.
4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

5.300

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or representation service fee, the Board agrees to act promptly to remit said sums to the Association. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time, and to furnish any other information needed by the Board to fulfill the provision of this Article, and not otherwise available to the Board. The Association shall hold the District

harmless on account of any dues or representation service fees deducted and remitted to the Association with regard to the implementation of this Article.

5.400

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, United Profession dues, or representation service fee, United Fund, insurance programs, or any other plans or programs jointly approved by the Association and the Board.

6.000 VACANCIES, PROMOTIONS AND TRANSFERS

6.100

[*]

6.200

All vacancies or newly-created positions within the bargaining unit shall be posted. [*]

Non-classroom positions such as Deans, Counselors, Librarians, Coordinators, Consultants, Intervention Teachers, Content Coaches, Curriculum Implementers, or other positions designated in Article 18.250 General Rules are interview positions.

6.230

[*]

6.231

Any vacancy shall be filled permanently only after having been duly posted.

6.300

An administrative vacancy or a newly-created administrative position shall be posted. [*] The Board's decision on the final selection of the candidate shall be final.

A teacher accepting an appointment to an administrative position, permanent or temporary (interim, acting, etc.) may return to the bargaining unit at the salary step he/she normally would have achieved, but all other rights will be frozen from the time he/she left the bargaining unit. A teacher returning to the bargaining unit within one (1) calendar year shall enjoy full rights.

[*]

6.301

BCEA bargaining unit members who are awarded or assigned temporary administrative positions for a period of more than one semester/trimester shall be excluded from the BCEA bargaining unit. Such temporary administrators shall have all administrative authority and power in accordance with School District policies, or as otherwise conferred by the Board.

BCEA bargaining unit members who are assigned temporary administrative positions for a period of one semester or less shall remain in the BCEA bargaining unit. Such temporary administrators shall have no supervisory authority with respect to evaluating, disciplining, hiring or firing other BCEA members.

6.400

Since both parties to this Agreement concur that pupils are entitled to be taught by teachers who are within their areas of competence and who are fully qualified, the filling of vacancies within the bargaining unit shall be governed by the Board's careful consideration of the following factors: personal qualification (reliability, attitude, organizational abilities, flexibility, ability to establish working relationship with students and staff), experience, job related requirements, and length of satisfactory service to the District. In arriving at its judgment as to the successful candidate, the Board shall not arrive at a judgment which reflects arbitrariness, discrimination, or abuse of discretion. [*]

6.401

Vacancy postings shall include basic job related requirements for the positions.

6.500 PROGRAM STAFFING PROCEDURE

[*]

6.600

Whenever a change in enrollment in an individual building or department requires a reduction in staff, but not a layoff, the teacher in counsel with the Association shall be consulted about the positions available for reassignment.

6.700

Any employee seeking consideration for appointment to administrative or supervisory positions shall present his/her request in writing to the Director of Personnel and Employee Relations.

7.000 SICK LEAVE AND SICK LEAVE BANK

7.100

The primary purpose of accumulated sick leave days is to cover the absence of an employee beyond the annual leave allotment from school because of personal illness, injury, or incapacitation sufficiently severe that it would make his/her presence in school inadvisable. Accumulated sick leave days apply only to absences resulting from illness, injury or incapacitation of the employee and not absence caused by illness, injury or incapacitation in the immediate family.

The primary purpose of the annual leave allotment is to allow time for employees to handle personal/family medical needs. Article 8.000 defines the usage options for the annual leave allotment. Unused days from the annual leave allotment become accumulated sick leave days and accumulate without limit to form a longevity/severance benefit as described in Article 26.900.

7.200

The number of annual leave allotment days will be granted at the rate of seven (7) days per semester for a total of fourteen (14) days per year. Any leave days that are not used will become accumulated sick leave days. Accumulated sick leave days shall accrue without limit. Accumulated sick leave days shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

7.300

If there is a question or doubt regarding the use of annual leave allotment or accumulated sick leave days, the Director of Personnel and Employee Relations may require a doctor's statement verifying the usage. In

the case of the employee's personal illness, the employee may be required to submit to a medical examination before sick leave pay is allowed.

This sick leave plan applies to all employees of the Bay City Public Schools who are employed on a contractual basis.

7.400

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of the illness and the differences shall be charged against sick leave. The employee shall receive his/her full salary from the Board and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.

7.500 SICK LEAVE BANK

To afford the maximum protection against a prolonged illness, the following Sick Leave Bank shall be established for all employees of participating bargaining units the District, and each employee covered by this Agreement shall participate as follows:

7.501

On September 6, 1966, each employee contributed one (1) day of his/her Sick Leave to the Bank. The Board of Education, in order to establish the Bank in the school year 1966-67, donated to the Bank 400 sick leave days. New employees shall contribute one sick leave day to the Bank from their first sick leave allowance.

7.502

Whenever the Sick Leave Bank falls below one thousand five hundred (1,500) days, the Sick Leave Bank Appeal shall assess each employee the number of days of his/her annual leave allotment necessary to insure the Sick Leave Bank attains a minimum of two thousand (2,000) days. The number of days assessed each employee shall be the same.

7.503

Additions to the Sick Leave Bank may be made as required at the beginning of each semester according to the above limitations.

7.504

Upon depletion of a member's own accumulated sick leave, he/she must wait an additional fifteen (15) calendar days before drawing from the Sick Leave Bank. School days in the fifteen day waiting period shall be paid retroactively when a grant has been authorized by the Sick Leave Bank Appeal Board.

7.505

Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Employee Benefits office.

7.506

A maximum of 180 days may be granted per appeal from the Sick Leave Bank.

7.507

Upon recommendation of the Sick Leave Bank Appeal Board, additional days may be granted at the discretion of the Superintendent and the Sick Leave Bank Appeal Board.

7.508

Persons withdrawing sick leave days from the Sick Leave Bank will not have to replace these days except as a regular contributing member to the Sick Leave Bank.

7.509

If it appears that an individual is abusing the above policy the Sick Leave Bank Appeal Board may direct said individual to be examined by up to two doctors of the Sick Leave Bank Appeal Board's choosing to determine if the illness or injury is valid. The Sick Leave Bank Appeal Board will require such examination if requested to do so by the Superintendent.

7.510

The Sick Leave Bank Appeal Board may grant or suspend sick days from the Sick Leave Bank. Their judgment and/or decisions will be final.

7.511

The Sick Leave Bank Appeal Board shall consist of the four elected BCEA officers and chairperson of the appropriate committee of the Bay City Education Association, the presidents of the participating non-teaching organizations, and the Superintendent or his/her designated representative.

7.512

No employee will be credited with annual leave allotment while drawing from his/her own accumulated sick leave or the Sick Leave Bank until he/she has reported back to work.

7.513

Monthly report of the Sick Leave Bank will be published including a statement of the number of days granted from the Bank, the number of days remaining in the Bank and the number of days remaining in the Bank.

7.600

Before an employee will be granted sick pay for maternity leave, the employee must present to the Director of Personnel and Employee Relations written documentation from a physician indicating the need for maternity leave.

An employee on maternity leave must notify the Director of Personnel and Employee Relations when the baby has been delivered. Then, before the third pay check following delivery is issued, the employee must produce another doctor's statement saying that she is unable to return to work and the medical reasons. If the Director of Personnel and Employee Relations does not hear from her, the third check would not be issued and he/she will write a communique to the employee asking the status of the leave.

If an employee desires to take a maternity leave without regard to her ability to work, that would have to be done under Article 8.600 of the Agreement, and would be a leave of one (1) year granted without pay. Provisions in the Master Agreement relative to extensions would still apply.

8.000 LEAVE OF ABSENCE

8.050

Any teacher whose personal illness extends beyond the period compensated under Article 7.000 shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to -- if available -- the same position or a substantially equivalent position and shall return with all seniority enjoyed at the time the leave is granted and shall advance to the next step on the salary schedule.

8.100

A teacher shall accumulate seniority for those leaves of absence for which he/she receives compensation.

8.200

Leaves of absence with pay chargeable against the teacher's annual leave allotment shall be granted up to a maximum of fourteen (14) days, up to four (4) of which may be used as personal business leave days. Any unused days from the employee's annual leave allotment will be added to their accumulated sick leave, per Articles 7.200 and 26.900. Personal leave, other than sick leave, over three (3) consecutive days must be pre-approved by the Director of Personnel and Employee Relations. Said leaves of absences shall be granted for the following reasons:

8.201

Illness and medical appointments in the immediate family living in the same household. Upon written request, additional time beyond the annual leave time may be granted at the discretion of the Director of Personnel and Employee Relations based upon an individual's circumstances, attendance record, and personal balance of days available.

8.202

Illness and medical appointments in the immediate family not living in the same household.

8.203

A personal business leave day cannot be used the day before or the day after a holiday or vacation period, the first or the last day of the school term, or the first day of a hunting or fishing season, except with justification in writing to the Director of Personnel and Employee Relations. The Director of Personnel and Employee Relations' decision on the justification will be final.

8.204

Adoption of a child. Additional time beyond the annual leave time may be granted at the discretion of the Director of Personnel and Employee Relations based upon an individual's circumstances, attendance record, and personal balance of days available.

8.300

Leaves of absence with pay not chargeable against the teacher's annual leave allowance shall be granted for the reasons listed in the following articles. The Director of Personnel and Employee Relations may request documentation.

8.301

A bereavement leave for a maximum of three (3) days for a death in the immediate family: Spouse, father/stepfather, mother/stepmother, brother/stepbrother, sister/stepsister, children/stepchildren, grandchildren/stepgrandchildren, and grandparents/stepgrandparents. Additional time may be granted at the discretion of the Director of Personnel and Employee Relations.

8.302

A bereavement leave of one (1) day for a death of mother-in-law, father-in-law, brother-in-law, or sister-in-law. Extension may be granted by the Director of Personnel and Employee Relations.

8.303

A teacher called for jury duty shall be compensated for the difference between the teacher's pay and the pay received for the performance of such obligation.

8.304

Court appearance as a witness in any case connected with the teacher's employment or the school.

8.305

Approved visitation at other schools or for attending educational conferences, conventions, or consultation service to colleges and universities.

8.306

One (1) day to take the selective service physical examination. Extension may be granted by the Director of Personnel and Employee Relations .

8.400

Teachers shall be granted no more than five (5) dock days every three (3) school years.

Additional dock days beyond the five (5) dock days may be granted at the discretion of the Director of Personnel and Employee Relations for:

- a) emergency circumstances beyond leaves of absences provided in this Article,
- b) extra-ordinary opportunities.

The decision of the Director of Personnel and Employee Relations on the granting of the additional dock days beyond five (5) dock days shall be final and binding and not subject to the grievance procedure.

8.500

Leaves of absence without pay not to exceed one (1) year may be granted upon application for purpose of study and research or for any reason important to the teacher except for employment outside the District. A teacher shall return from such leave with seniority and sick leave accumulation enjoyed at the time the leave was granted and shall advance to the next step on the salary schedule. Extensions may be granted at the discretion of the Director of Personnel and Employee Relations. Teachers who request a leave of absence under Article 8.500 after the last day school is in session will lose all rights to their bid position.

8.600

A parental leave of one (1) year shall be granted without pay. Extension shall be granted for each of four succeeding years upon application in writing prior to December 15, or March 1. A teacher returning from leave provided in this paragraph shall be placed on the next step of the salary schedule from which he/she went on leave and shall return with seniority and sick leave accumulations enjoyed at the time the leave was granted.

8.700

Leaves of absence shall be granted up to two (2) years to any teacher who enlists in the Peace Corps as a full-time participant. Such teacher shall be restored to employment with the District and shall be given the benefits of any increments, seniority which would have been credited to him/her had he/she remained in active service with the school system, provided, however, that such teacher shall make application for re-employment within ninety (90) days after discharge from the Peace Corps; and provided further that such teacher reports for his/her teaching assignment at the outset of the semester/trimester immediately following such discharge from service. Sick leave accumulation shall be same as enjoyed at the time the leave was granted.

8.800

Teachers who are officers of any Affiliate of the Association, upon proper application, shall be given leave of absence for the term of office without pay and teachers who are appointed to its staff, upon proper application, shall be given leave of absence for one (1) year without pay for the purpose of performing duties of said Affiliate. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank and shall accumulate seniority. Sick leave accumulation shall be same as enjoyed at the time the leave was granted.

8.900

Military, Reserve or National Guard leaves of absence shall be granted to any teacher who shall be inducted or called for period of authorized training or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment or the duration of the emergency. Such teacher shall be granted the leave of absence without loss of status, salary (as described below), seniority, and other rights or benefits. The teacher shall make reasonable effort to ensure that such service be performed during non-school time. A teacher serving military duty according to Article 8.900 shall be compensated for the difference between the teacher's pay and the pay received for the performance of the obligation. At the request of the teacher, any overpayment of salary may be repaid to the Bay City Public Schools within ten (10) days of the date the teacher returns to his assignment.

8.1000

A teacher elected for a full-time public office which takes him/her from his/her teaching duties with the school system, shall upon prior written request, receive a leave of absence without pay for a single term of such office. Extensions may be granted at the discretion of the Director of Personnel and Employee Relations. Such a teacher shall return with all sick leave accumulation and seniority enjoyed at the time the leave was granted.

It is recognized that a teacher has the right to serve in, or be elected to, public office less than full time. However, such service shall not be permitted to interfere with the educational process and said teacher's contractual obligation.

8.1010

A teacher having been duly granted leave under the provisions of 8.400, 8.500 and 8.900 must apply for re-employment on or before March 1, prior to the school term in which re-employment is desired or as follows for requests within the school year; December 15 for the second semester; October 15 for the Winter trimester; December 15 for the Spring trimester.

8.1100 SABBATICAL LEAVE**8.1110 Purpose**

The sabbatical leave policy is designed to provide opportunity to engage in professionally related experiences which are likely to improve growth opportunities for students in the Bay City School District.

8.1120 Qualifications

The applicant must possess a teaching certificate valid in the State of Michigan.

The applicant must be a full-time employee who has been employed in the Bay City School District for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence, with or without pay, shall not be deemed a break in continuity of service, but neither shall a one (1) year leave be counted in the total of seven (7) years required by this qualification.

The applicant must not have been granted a sabbatical leave of absence from the Bay City School District during the seven (7) consecutive years of service immediately preceding current application.

8.1130 Application

Applications shall be filed with the Office of Superintendent by November 1, for leave beginning the following September. For leave beginning, any other terms within the school year, applications shall be filed by April 1 of the preceding calendar year.

Applicants requesting sabbatical leave commencing in September shall be notified by December 1 as to the status of their application. Applicants requesting leave commencing any other terms within the school year shall be notified by May 1 as to the status of their application.

Applications for sabbatical leave are to be submitted on the sabbatical leave application form available from the Superintendent's office. All information must be provided in order for a sabbatical request to be considered.

8.1140 Compensation

A sabbatical leave of absence approved for one (1) semester or trimester will carry an allowance of one-half of the full contractual salary for that period subject to such deductions as are required by law, Board of Education regulation, or employee election. A sabbatical leave of absence approved for the academic year will carry an allowance of half of the annual contractual salary subject to such deductions as are required by law, Board of Education regulations, or employee election.

A teacher granted such leave shall advance on the salary schedule, as if he/she has been working in the District.

8.1150 Status While On Sabbatical Leave

A teacher on sabbatical leave shall be considered to be in the employ of the Bay City Public School District, and shall have a contract.

Full insurance benefits as set forth in Article 35.000 shall be provided teachers on sabbatical leave.

Teachers on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted teachers by the Board.

Full-time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient accepting grants, fellowships or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan.

Teachers shall be responsible for notifying the Payroll Department of the Bay City Public School District as to the place to which payroll checks should be addressed during the period of sabbatical leave.

8.1160 Status On Return From Sabbatical Leave

A teacher returning from sabbatical leave shall be restored to his/her former teaching position if available.

Vacancies created by sabbatical leave shall be filled on a temporary basis.

8.1170 Review Committee

A Sabbatical Leave Review Committee of six persons will be established. The BCEA and Superintendent will each appoint three members.

The committee will review applications for the purpose of determining which applications if any will be recommended to the Superintendent. In assessing the merits of an application for sabbatical leave the committee will evaluate the following areas:

1. Evidence of applicant's interest in professional growth as reflected by professional study, travel, or related activities.
2. Research and Development in area of expertise.
3. Growth contributions to students and staff.
4. Comprehensiveness and quality of the proposal contained in the application.
5. Relationship of the proposal to problems and/or responsibilities associated with the applicant's professional obligations.

8.1180 Selection

The Superintendent shall make the final selection from those recommended by the Review Committee.

If there are recommended candidates available, one (1) sabbatical appointment will be made from Elementary (K-5), one (1) from the Middle School (6-8), and one (1) from the High School (9-12) annually.

8.1190 Obligation

Persons granted a sabbatical must sign an agreement to return to the service of the District upon completion of the sabbatical.

The applicant must sign a note conditioned upon an agreement to return to service with the Bay City Public School District immediately upon termination of the sabbatical leave and continue in such service for a period of one (1) year, unless causes beyond his/her control prevent, or to refund any compensation received during the sabbatical leave from the Bay City Public School District. In the event of extenuating circumstances, the Board of Education may waive any obligation to refund compensation.

Successful applicants, during the course of their leave, are required to submit two (2) progress reports and a final report. Progress reports shall be due after one-third (1/3) and after two-thirds (2/3) of the sabbatical leave has elapsed. The final report is due sixty (60) days after completion of the sabbatical.

9 000 RELEASED TIME

9.100

The President, and/or his or her designee, of the Bay City Education Association shall elect whether he/she will be released for a semester, a trimester or for the entire school year. Such election must be made prior to August 1st for such fall term or the entire year and six (6) weeks prior to the start of any other term within the school year. If he/she selects to be released, the Association shall reimburse the School District for fifty percent (50%) of the expenses incurred by the District in continuing the classroom service normally provided by the President. The reimbursement for the salary expenses shall be fifty percent (50%) Step One (1) AB Degree of the Salary Schedule. All other expenses shall be fifty percent (50%) of the other expenses incurred by the District for the least senior full-time teacher.

Should the President, and/or his or her designee, elect to teach during a semester, trimester, or for the entire year, he/she shall be released no more than five (5) work days per semester or four (4) work days per trimester. In calculating the said work days, days missed for meetings called by the School Administration or as provided by Article 26.400 or 26.405 and 26.406 shall not count. The Association shall reimburse the School District for fifty percent (50%) of the expenses incurred by the District in continuing the classroom service normally provided by the President.

10.000 TENURE PROCEDURES

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10.400

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11.000 TEACHER EVALUATION

11.100

The evaluation of the work of all teachers is the responsibility of the Administration. [*]

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11.502

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12.000 PROFESSIONAL GRIEVANCE PROCEDURE

12.100 Definitions

A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by inequitable application of established policy or misinterpretation or inequitable application of provisions of this Agreement. It is expressly understood that a claim based upon an event arising out of the executive management and administrative control of the school system, its properties and facilities not otherwise restricted by this Agreement, shall not constitute a grievance.

12.110

Necessary reduction of personnel and the decision by the Board of Education with respect to timing and numbers of recalled teachers after a reduction of personnel shall not be considered arbitrable nor subject to the grievance procedure provided for in this contract, provided, however, that these exclusions from the grievance procedure shall not be construed to deny or in any manner diminish the Association's recourse to other remedies available through legal action.

12.120

The term "teacher" shall include any individual or group of individuals within the bargaining unit covered by this Agreement.

12.130

A "party of interest" is the Association making the claim and any person against whom action might be taken in order to resolve the grievance.

12.140

The term "days" when used in this Article shall mean duty days, except where otherwise indicated.

12.200 Purpose

The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

12.300 Association Representatives

The Association Representatives are the Association Grievance Chairperson, the President and the Executive Director.

12.320

The Association shall establish a Grievance Committee.

12.330

The Building Principal or immediate supervisor shall be the administrative representative when the particular grievance arises in one building. The Superintendent shall designate the administrative representative when the particular grievance arises in more than one building.

12.400 Informal Procedure

Informal procedures are those procedures that may be used at the local level by an Association Representative to identify, clarify, and resolve the individual member's grievance. It is assumed that the problem can be resolved most of the time through counseling and through the use of this informal process.

If the problem cannot be resolved satisfactorily at this level, the Association will then proceed to the formal procedure as set forth in Section 12.500 hereof.

12.500 Formal Procedure

Proceedings under the formal procedure must begin within thirty (30) days of the alleged infraction or within thirty (30) days from the time the grievant should have reasonably become aware thereof. Said formal procedure shall be deemed to have commenced when a written complaint is filed with the office of the Building Principal or the Director of Personnel and Employee Relations if the grievance is outside the jurisdiction of the Building Principal.

The number of days indicated in each level as set forth below is considered to be a maximum, and the failure of the Association to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate his/her decision to the Association within the specified time limits shall permit the Association to proceed to the next step. All time limits may be extended by mutual agreement in writing.

12.510 Level One

Any teacher having an alleged grievance shall first discuss the matter with an Association Representative and if said Representative concurs that a grievance may exist, it shall be reduced to writing setting forth the facts and alleged violations, signed by the individual teacher and an Association Representative, filed in the office of the Building Principal, and proceeded upon within ten (10) days.

The Principal shall make his/her disposition known within this ten (10) day period. If his/her disposition is not satisfactory to the Association or if no disposition is given, the grievance shall be transmitted to the Director of Personnel and Employee Relations for Level Two within ten (10) days after the receipt of the Level One disposition.

12.520 Level Two

Within five (5) days after receipt of the grievance the Director of Personnel and Employee Relations or his/her designee shall contact the Association and schedule a meeting date and time with the Association in an effort to resolve the grievance. Such designee shall not be the same person who heard the grievance at an earlier level. The Director of Personnel and Employee Relations or his/her designee shall make his/her decision known within ten (10) days after the date of the Level Two meeting.

12.530 Level Three

If the teacher is not satisfied with the Level Two decision but the Association Grievance Committee decides not to submit the grievance to Level Three, the teacher within five (5) days after the receipt of the Level Two decision may appeal the Association Grievance Committee's decision to the Association Executive Board. The appeal shall be submitted in writing by the teacher to the Association President. The Association Executive Board shall meet with the teacher and the Grievance Committee within ten (10) days after the receipt of the teacher's appeal. The Executive Board's decision shall be final and binding and issued in writing to the teacher within five (5) days of the appeal meeting.

If the decision reached in Level Two is not satisfactory to the Association, the Association may within thirty (30) days after the receipt of the Level Two decision submit the grievance to arbitration before an impartial arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth by the end of Level Two. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held at which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Association.

Arbitration of a grievance arising from the language of this Agreement or an alleged breach thereof will be final and binding.

12.700 Miscellaneous**12.710**

During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without agreement of all parties.

12.720

There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his/her Association Representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.

12.730

All documents, communications and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.

12.740

Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Director of Personnel and Employee Relations so as to facilitate operation of the procedures set forth herein.

12.750

If a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

13.000 EXPERIENCE ALLOWANCE**13.100**

Teachers newly hired by the Bay City School District shall receive credit on the salary schedule for all years of previous teaching experience.

Teachers with experience in other school systems shall be given consideration for employment with the Bay City School District. The Board of Education will employ experienced teachers when, in the opinion of the recruiter, the experience held by the applicant will enhance the education opportunities for Bay City School District students.

14.000 PROFESSIONAL IMPROVEMENT**14.100**

The parties recognize that in our rapidly changing society teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The District recognizes that it shares with its professional staff responsibility for achieving the optimum in teacher performance and attitudes. Therefore, they agree as follows:

14.200

The District will pay the cost of tuition for inservice courses initiated by the District and will recognize whatever credit accrues from their satisfactory completion.

14.300

The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent.

14.400

Special talents or expertise needed for the implementation of a new program, or a vacancy in a program, requiring short-term retraining, but not found on the School District staff shall be sought through such retraining of applicants from the existing staff.

14.500 Establishment of Summer Workshop Stipend

There are times when it is mutually beneficial to the teaching staff and School District to hold workshops during the summer. The purpose of workshops would be to give teaching staff the opportunity to acquire:

1. additional knowledge in content areas, or
2. additional teaching methodologies needed for the implementation of education programs, which are not for the purpose of having Association members furnish direct services to the School District (i.e. writing curriculum guides or teaching summer school) will result in the participants being paid a workshop stipend equal to the hourly substitute rate in Appendix "B" for those workshops where financial support of such workshops has been deemed necessary or desirable. The existence of this workshop stipend does not prevent the School District from making available workshop opportunities in which teaching staff may choose to participate but which are not supported by a workshop stipend.

14.600 Probationary Teachers Professional Development

During the summer of the first calendar year (12 months) of a probationary teacher's employment, the Board shall provide seven (7) professional development days. Such days will be unpaid.

During the summers of each of the second calendar year and the third calendar year of a probationary teacher's employment, the Board shall provide four (4) professional development days. The probationary teacher shall be paid per day at the prevailing daily substitute rate.

Released time during the school year for professional development may be used in lieu of summer professional days.

The scheduled summer new teacher inservice day pursuant to the calendars in Appendix "I" shall be used towards state mandated probationary professional development days.

15.000 CURRENT IMPROVEMENT

15.100

Current Improvement is for the purpose of encouraging professional growth of teachers. Eligibility will be based upon years of previous professional experience as recognized by the district on the date of hire (through the steps granted on the salary schedule) plus years of service to the district. Current Improvement shall consist of three levels.

The parties agree that for all recalled teachers, years of experience for all years of teaching during periods of lay-off shall be counted in the calculation of the years for Current Improvement steps.

15.110

In or after his/her seventeenth (17th) year of professional experience as defined in 15.100 a teacher may qualify for a Current Improvement stipend by having earned three (3) semester hours of credit during the last five (5) years.

15.120

In or after his/her twenty-second (22nd) year of professional experience as defined in 15.100 a teacher may qualify for a second Current Improvement stipend by having earned six (6) semester hours of credit--three (3) of which must have been earned in the last five (5) years.

15.130

In or after his/her twenty-seventh (27th) year of professional experience as defined in 15.100, , a teacher may qualify for a third Current Improvement stipend by having earned nine (9) semester hours of credit--three (3) of which must have been earned in the last five (5) years.

15.140

Recognizing that there are many different experiences which promote personal and professional growth, Current Improvement credit can be granted for activities which occur outside of credit courses offered through colleges and universities.

Teachers wishing to request Current Improvement credit for personally or locally designed activities can make application to the Executive Director of Elementary Curriculum for approval of such activities.

The merits of each application, the number of credits granted for the completion of approved activities, and the requirements to be met in order for credit to be granted will be determined by the Executive Director of Elementary Curriculum in accordance with criteria and guidance established with the Curriculum Steering Committee. A subcommittee of the Curriculum Steering Committee will be established to hear and review complaints regarding the administration of council criteria and guidelines. Final decisions regarding application rests with the Executive Director of Elementary Curriculum.

The Curriculum Steering Committee will also develop a list of in-District activities for which Current Improvement credits may be granted. However, those approved activities for which the teacher received remuneration from the School District, (other than compensation for tuition, travel, meals and the like) shall not qualify for Current Improvement credit under this Article.

15.150

It is the teacher's responsibility to make application for the Current Improvement increment and submit evidence of credits earned to the Director of Personnel and Employee Relations' Office.

15.160

The qualifying hours must be in the field of education or one of the disciplines taught in the public schools at the time the credits are earned.

15.170

The Superintendent may seek the advice of the (appropriate committee) of the Association regarding courses he/she terms questionable.

15.180

The compensation for Current Improvement is as follows:

The first Current Improvements shall be 5% (five percent) of the teacher's base salary (BA Step 1) of the salary schedule, Appendix "A".

The second Current Improvement shall be 5% (five percent) of the teacher's base salary (Degree and Step) of the salary schedule, Appendix "A".

The third Current Improvement shall be 5% (five percent) of the teacher's base salary (Degree and Step) of the salary schedule, Appendix "A".

16.000 PROTECTION OF TEACHERS

16.100

The Board recognizes its responsibility to give all reasonable support and prompt assistance to teachers with respect to the maintenance of classroom control and discipline. The Board shall receive and consider any duly-lodged grievance concerning insufficient administrative backing and support of a teacher.

16.101

The Board recognizes that it is not feasible for regular teachers to accept the responsibility for instructing pupils who need special attention or treatment; the principal will refer the case to the Director of Special Education for action as outlined in the Administrative Procedures.

The parties to this Agreement recognize the need to provide all handicapped students the opportunity to be educated in their home districts with their non-handicapped peers consistent with the provisions of State and Federal law. They further recognize that implementation of a plan to place students in the least restrictive environment which is feasible will require careful, mutual planning among special and regular educators. The Board, therefore, agrees to the development of a formal transition plan for each individual student placement; and to facilitate the participation of all affected parties in the I.E.P.T. process.

The Special Education Director will provide all building principals with the child study process and special education placement process. This information will be included in each teacher's building handbook at the beginning of each school year.

16.102

The Board shall adopt a Students Rights With Responsibilities Policy including, to the fullest extent permitted by law, the right to exclude a pupil from class for specific types of misconduct as set forth by the Board including, but not limited to conduct endangering persons or property, or conduct disruptive of the academic process. In situations when a teacher determines it is necessary to consider the possibility of separating a student from class, the teacher will promptly furnish the Building Principal or duly authorized administrator, in writing, a full statement of facts of any alleged incident(s). The administrator will then investigate the alleged incident, take appropriate measures and respond in writing to the teacher.

Separation of pupils from class for misconduct may vary in length depending upon the age of the student, the nature of the misconduct, the cumulative misconduct of the student and the availability of alternative disciplinary measures. However, no pupil will be returned to the classroom following the receipt of the teacher's written report, until the Administration has taken appropriate measures to attempt to insure the discontinuance of such misconduct.

The preparation and contents of a Students Rights With Responsibilities Policy and Procedures and the exclusion of students from classes are properly within the domain of the Administration.

16.200

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to

such assault, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

16.300

If any legal action is brought against a teacher by reason of disciplinary action taken by the teacher against a student, the Board will provide such legal counsel and all necessary assistance to the teacher in his/her defense as is permitted under the Michigan School Code.

16.400

Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

16.500

When a teacher is injured in the course of his/her employment with the school system, all medical, surgical and hospital care and other benefits as provided by Workers' Compensation will be furnished by the Board.

16.600

Serious complaints by a citizen directed toward a teacher shall be promptly called to the teacher's attention.

16.700

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

16.800

To encourage the free exchange between teacher and student, to eliminate the danger of recording remarks in a classroom out of context, particularly because of the existence of today's sophisticated recording devices, it is agreed that any record of classroom procedures, whether by mechanical, electronic or other means, shall be made only with the express permission of the teacher who then shall have the right to review and edit any part of the record. Any record made without the knowledge and permission of the teacher shall become the property of the teacher. This policy shall be made known to the student body of the School District and appropriate discipline shall be imposed for violation of this rule. [*]

16.810

The following shall not be interpreted to limit the administration in the reasonable performance of its responsibilities.

16.811

At least three (3) student session days prior to the request date of the instructional activity observation, any person who wishes to observe a teacher's instructional activity(ies) shall submit a written request to the teacher and copies of the written request to the Superintendent, or his/her designee, and the building principal. The written notice shall include at the minimum 1) the name, address and telephone number of the person submitting the request and the names, addresses and telephone numbers of the observers; 2) if involved in the observation in any manner, the name, address and telephone number of the organization; 3) the requested date and time of the instructional activity observation; and 4) the specific reasons(s) for the instructional activity observation.

16.812

If the date and time is not acceptable to the teacher, the teacher and the person(s) submitting the request shall agree to a mutually acceptable date and time. The teacher may limit the observers to a reasonable number of observations. Notwithstanding Article 16.800, no recording by any method (written, electronic, mechanical, etc.) shall be made. Any record made without the knowledge and permission of the teacher shall become the property of the teacher.

16.813

Except for the requests of parents and legal guardians of a student in the teacher's class or course, the teacher has the final discretion to grant or deny any instructional activity observation request.

16.814

The teacher shall have the right to have Association Representative(s) present at any instructional activity observation. When such a right has been requested, no instructional activity observation may be conducted without the presence of the Association Representative(s).

16.900

Recognizing that classroom instruction is the foundation of the instructional program, the parties agree that they will adopt policies to preserve the sanctity of the classroom and keep all forms of classroom interruptions at a minimum. This shall apply to interruptions by public address systems and personnel. Interruptions shall be made only at the beginning of a class period, except those of an emergency nature.

16.1000

A teacher may request to have present one or more representatives of the Association of his/her choice when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. An administrator shall give a teacher at least twenty-four (24) hours advance notice in writing that he/she intends to issue him/her a written reprimand as a step in the disciplinary procedure.

16.1100

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16.1110

Each teacher shall have the right, upon request, to review and inventory the contents of his/her personnel files wherever they might exist. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references sought at the time of employment are specifically exempted from such review. Any insertion shall bear the date of filing.

16.1120

No material originating after initial employment will be placed in a teacher's personnel file unless the teacher has had a copy to review the material. If the teacher believes the **non-disciplinary** material inappropriate or inaccurate, he/she may receive adjustment through the grievance procedure whereupon the material will be expunged from the file. If the teacher is asked to sign the material placed in his/her file, such signature shall be understood to indicate his/her awareness but in no instance shall said signature be

interpreted to mean agreement with the content. All recommendations, written or oral, shall be based solely upon the contents of the teacher's personnel file.

16.1121

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All records of criminal investigations must be destroyed forthwith if no disciplinary actions are taken.

16.1200 Due Process

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All information forming the basis for disciplinary action will be made available to the teacher and the Association.

16.1300 Controlled Substances

The Bay City Public Schools support programs aimed at the prevention of substance abuse by School District employees. Pursuant to statutory authority, the School District will provide preventative educational programs and refer employees experiencing substance-dependency related problems for counseling, assistance and rehabilitation programs. Such counseling or request for information are confidential and unrelated to performance appraisals. Leaves of absence to obtain treatment shall be available under the sick leave/sick leave bank and other relevant leave provisions of the respective Master Agreements.

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17.000 EMERGENCY CLOSING/DELAY OF SCHOOL

17.100

Adequate heat, light, ventilation, water and toilet facilities shall be available in all school buildings at all times when children are in attendance.

17.110

When these factors are not present and are discovered prior to the opening of school, the school shall be dismissed and the necessary steps taken to assure proper notification of parents and students.

17.120

When these factors are not present, and the condition is discovered after the opening of school, the Administration decides, based on the best interests of the children and the likelihood of corrective action, whether to dismiss the school.

17.200

When the decision to suspend or delay bus service to students throughout the District is made by the Superintendent or his/her designee, all the schools within the District shall be closed or delayed.

17.201

When schools are in session and inclement weather worsens, all schools shall be dismissed.

17.202

If night programs, sessions and classes are dismissed because of inclement weather, notification will be given no later than four (4:00) p.m.

17.300

Employees covered by this Agreement shall not be required to report when schools are closed. In the event of a 2-hour delay, teachers will report 2 hours after their normal start time.

Illustrative Example: Normal start time 8:00 a.m., delay report time 10:00 a.m.

17.400

In the event the School Aid Act requires, after July 1, 1987, the scheduling of additional days/hours of student instruction because of school district closings or delays caused by conditions not within the control of school authorities, such additional days/hours will be rescheduled, not to exceed one hundred eighty (180) student instructional days, as agreed upon by the Association. It is further agreed that teachers shall be paid for days/hours when the school district is closed or delayed in accordance with past practice but shall not receive additional pay for the additional rescheduled days/hours.

Whenever a teacher has an absence on a day when schools are closed or delayed because of conditions not within the control of school authorities and if any additional day of student instruction, in accordance with Article 17.400, is required to be scheduled for the day when schools were closed or delayed and the teacher was absent, the teacher shall not be charged for his/her absence, regardless of the reason, and shall be made whole for any loss in benefits, salary, etc.

It is understood, however, that any teacher absent on an Article 17.400 rescheduled student instructional day/hours at the end of the School Year shall be charged for the absence with the applicable reason.

18.000 STAFFING PROCEDURE**18.100 Seniority****18.110**

One district-wide seniority list of teacher bargaining unit members based on length of service in this District shall be maintained. Length of service shall be from the date the contract was signed by the teacher or start date, whichever is earlier. Effective with the 1997-1998 School Year, length of service shall be from the date the position was awarded, as evidenced by the award letter issued by the School District, or start date, whichever is earlier. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including those leaves which allow teachers to accumulate seniority. Seniority shall accumulate on the basis of 365 days per year. If a teacher takes a leave of absence of one school year or less, which does not allow the accumulation of seniority (See Article 8.000), the teacher shall lose seniority only for working (duty) days missed. If a teacher takes a leave of more than one consecutive school year the teacher shall lose seniority for the total calendar days missed (365 days per year).

The master seniority list (as established 1971) shall be adjusted retroactively in accordance with this Article to September 1, 1971.

18.120

When two or more teachers have the same length of service, the teacher with the earliest birth date shall be considered senior.

18.130

Teachers laid off shall not have their length of service broken and shall accumulate seniority. Other benefits shall be frozen for his/her use upon return. If a laid-off teacher is employed elsewhere, for a period not to exceed one (1) year, he/she shall also accumulate seniority. Subject to Article 18.140 if a teacher fails to sign a teaching contract for the position to which he/she is recalled, within fifteen (15) days from the date the same is sent to him/her by certified or registered mail, his/her seniority and all other benefits with the District shall terminate.

18.140

In the event that a laid-off teacher is employed elsewhere, for a period not to exceed one (1) year, he/she shall be allowed to complete his/her contractual obligation before returning to Bay City, shall suffer no penalty, and shall accumulate seniority.

18.141

I. Teacher on leaves pursuant to Article 18.140 shall:

- A) Accumulate seniority;
- B) Be granted no more than one year experience on the salary schedule -- for example:
 - 1. The teacher was on Step 8 when laid off, returns one semester after the commencement of the Article 18.140 leave, is placed on Step 9 1/2;
 - 2. The teacher was on Step 8 when laid off, returns two semesters after the commencement of the Article 18.140 leave, is placed on Step 10;
- C) All other benefits shall be frozen.

II. Effective with the 1983-84 school year a teacher who is recalled in the May Major Procedure shall be permitted a leave under Article 18.140 once after each lay-off.

III. Teachers who were granted Article 18.140 leaves in June, 1983 have already exercised their Article 18.140 leaves in II. above.

IV. Teachers who have expended Article 18.140 in II. above will be entitled to other leaves as provided in the Master Agreement.

18.150

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18.160

A teacher may be granted a voluntary leave of absence under the provisions of Article 8.000 so as to reduce the number of lay-offs.

18.170

If a recalled teacher was employed by another school district during a period of layoff, he/she shall accumulate all years of teaching experience. Teachers who are recalled but take a leave shall not qualify for the years of teaching experience provided for in this Article, except as provided for in 18.141.

18.200 Lay Off and Recall

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16. The released time BCEA President's assignment is not a vacancy and he/she shall be reassigned to his/her same or similar position.

17. Credit earned by teachers to meet qualifications will apply to Current Improvement. If the credits are graduate hours, the credits shall also apply to BA + 30 or MA + 30 on the Salary Schedule.

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18.251

Qualifications:

A. North Central criteria shall be used grades 6-12 for all teachers.

1. For the 1983-84 school year, any teachers #1-300 (2/3 of allocation) who do not meet North Central requirements will be given two (2) years grace period to acquire needed credentials for current assignment. Other teachers in grades 6-12 shall meet North Central requirements.

2. Reimbursement for tuition and textbooks shall be made to any teacher required to meet North Central requirements referred to in #1 above.

3. For the 1985-86 school year, all teachers teaching grades 6-12 shall meet North Central requirements.

B. Teachers in grades 6/7/8 shall be in their major(s) or minor(s) area of preparation with the following exceptions:

1. Four (4) years of successful teaching experience in present assignment will allow teachers to retain current assignment as long as they complete six (6) hours of study per year toward acquiring major/minor hours of study per year toward acquiring major/minor in that content area. Teachers having taught ten (10) years or more in a specific area at the 6/7/8 grade level shall be allowed to remain in the same position without working toward a major or minor.

2. For the 1983-84 school year, teachers in the following areas shall be in a major/minor:

- a. Language Arts
- b. Exploratory Arts
- c. Library
- d. Reading Specialist**
- e. Physical Education/Senior Life Saving

For the 1983-84 school year, teachers in the area of Science, Math, and Social Studies -- certification shall rule.

3. For the 1984-85 school year, all teachers 7/8 shall be in their major/minor fields with the exception of those "grandfathered."

C. The following teachers in grades K-5 shall be certified, endorsed and in major/minor areas of preparation.

- 1. Librarians/Media Specialists
- 2. Reading Specialists**
- 3. Art
- 4. Music
- 5. Physical Education

a. For the 1983-84 school year, certification shall rule.

b. For the 1984-85 school year, teachers in areas of specialization listed above shall have major/minor or graduate degree in area of specialty.

*Reimbursement for tuition and textbooks shall be for any teacher required to return to school to meet qualifications.

**Three years of experience in Chapter I (Title I) or graduate level reading endorsement will be accepted in lieu of major/minor in reading.

D. Teachers in the area of Special Education shall meet requirements in certification and endorsement. [*]

E. In addition to holding major or minor, or specified credit hours, qualifications may also be met by certification of competency from an accredited, credit granting institution.

F. The following stipulations will clarify the expectations for teachers in the area of music:

1. In grades 6-12, teachers of music, as per North Central Qualifications Standards, shall have 24 semester hours of music with course work appropriate to the teacher's assignment. "Appropriate to the teacher's Assignment" is herein defined as follows: for vocal music, a minimum of 18 semester hours in vocal/choral music, inclusive of piano, choral ensemble, and/or voice training; for instrumental music, a minimum of 18 semester hours in instrumental music, exclusive of piano.

2. In grades 6/7/8 the required major/minor in music to teach vocal music is to be a major/minor in vocal music (or include a minimum of 15 semester hours of vocal music to include piano, vocal/choral ensemble, and/or voice training) and to teach instrumental music to be a major/minor in instrumental music (or include a minimum of 15 semester hours in instrumental music exclusive of piano).

3. Teachers designated by the district to teach music in the elementary level will have a major/minor or state endorsement in music, and that major/minor or endorsement is to include a minimum of 15 semester hours of instrumental music, if a specific portion of the assignment is in instrumental music.

4. Teachers assigned to teach music as of September 1984 are exempt from the vocal or instrumental requirements specified in this Article if within the past two years they have taught an identical music class at the same level for which they did not meet these requirements.

G. Teachers in the Academically Talented (Gifted/Talented) Program shall meet the following qualification requirements.

1. Elementary certificate or certification in subject area which will be taught.

2. Commitment to participate in a two (2) to five (5) day summer workshop prior to the first (1st) year of teaching in the Gifted Program.

3. Two (2) credit hours (as awarded by a credit-gathering institution or the local school district) introductory course in gifted education or commitment to take such course work prior to the second (2nd) year of teaching in the Gifted Program. A waiver of this requirement can be requested from the Office of Curriculum and Instruction for other training and/or classroom experience(s) in an Academically Talented Program.

4. Teachers awarded middle school assignments during Phase 1 staffing in the 1999-2000 and 2000-2001 staffing procedures waiving the above listed qualifications and requirements, shall be "grandfathered" into the Academically Talented (Gifted/Talented) Program.

H. Teachers in the Pre-school Program shall hold a ZA endorsement.

I. Physical Education teachers who teach swim class(es) shall meet Michigan Department of Education life saving requirement(s), including, but not limited to, Lifeguard Training Certification, First Aid and CPR Certification, and hold a WSI (Water Safety Instructor) certificate. These certifications must be maintained throughout the school year. All necessary certifications must be maintained in the Personnel and Employee Relations Office. The previous WSI requirement for all Physical Education teachers shall be applicable only to Physical Education teachers who teach swim class(es).

1. In the event the teacher does not submit the State of Michigan Life Saving Requirement Certificates and a copy of the WSI certificate to the Director of Personnel and Employee Relations and copies of same to the BCEA by May 1 of that school year, the teacher shall vacate the physical education position. [*]

2. [*]

3. [*] If the Bay City Public Schools can not hire an individual who holds both these certificates by the first Monday in August, the Bay City Public Schools shall notify the BCEA of such case by the first Wednesday in August.

[*]

18.252

[*]

B. (5) [*]A Letter of Intent teacher, including those who have Letter of Intent rights but are not employed, shall have the right to interview for [*] posted vacancies for which he/she is certified and qualified before

the vacancies are permanently filled. The right to an interview does not include the right to employment on a regular probationary contract.

[*]

18.260

[*]

18.270

Every reasonable effort shall be made, provided that such teacher is available, to accord priority on the substitute list to a teacher on lay-off status.

19.000 REQUISITIONING INSTRUCTIONAL SUPPLIES/MATERIALS

19.100

Instructional supplies from paper and chalk to thumb tacks are available from the Warehouse. Each school building has a supply of these commonly used items which the Building Principal replenishes by requisition from the Warehouse.

19.200

From time-to-time teachers need materials which are not stocked in the Warehouse. These materials should be requisitioned through the Building Principal. Since these items may have to be purchased, they should be requested in advance.

19.300

Each Building Principal has a modest Petty Cash Fund from which incidental small items not carried in stock may be purchased in an emergency.

19.400

The above procedure applies to supplies only. Equipment must be requisitioned through regular channels and purchased by the District Purchasing Agent.

19.500

Those teachers responsible for the use and care of machinery or equipment which becomes worn and in need of repair, reconditioning or replacement may report the condition of such equipment on an appropriate form provided by the Board along with recommendations relating thereto. The disposition of the report shall be returned to the teacher concerned.

19.600

The Board will actively solicit information relative to condition of equipment, its effectiveness in service and relative value by comparison from those persons most closely associated with its operation and will establish a planned replacement program for equipment which is regularly in use.

20.000 REPAIRS AND MAINTENANCE

20.100

Repair or maintenance of machines, apparatus and equipment beyond that of a minor nature shall not be the responsibility of the teacher within whose assignment the apparatus is used. The Board agrees to maintain such apparatus in a usable condition.

20.200

This Article shall not be interpreted in such a way as to preclude the Board from entering into a separate agreement outside this contract with members of the bargaining unit for service, maintenance and repairs.

20.300

Repairs and maintenance of vocational equipment, when performed by a teacher, will be compensated for when authorized prior to the performance of such work at the rate specified in Appendix "B."

21.000 STUDENT TEACHING PROGRAM

21.100

Recognizing the desirability of assisting in the professional preparation of prospective teachers, both parties agree to the following procedure for placement and assistance for student teachers.

21.200

Supervising teachers shall be tenured teachers possessing a minimum of a Bachelor's degree and teaching in their respective field of major preparation who voluntarily accept the assignment and shall be known as Supervising teachers. Supervising teachers shall hold Provisional or Permanent teaching certificates.

21.300

Supervising teachers shall have the right to expect assistance and cooperation from the College or University Student Teacher Coordinator who will assist in developing extensive opportunities for the student teacher to observe and practice the arts and skill of the teaching profession.

21.400

The Association agrees to provide student teachers with opportunities to attend appropriate meetings and be included in selected activities of the Association.

21.500

The Board agrees to make available to the student teacher copies of the most recent guides, building policies and this Agreement to assist them during the period of student teaching. The Administration agrees to provide assistance and support in the nature of, and to the extent of, that provided a new teacher.

21.600

The supervising teacher shall file, with the Association, a copy of the written reports and evaluations on the performance of the student teacher which is submitted to the University.

21.700

No student teacher shall be used as a substitute teacher nor shall any student teacher be placed in sole charge of a classroom until the supervising teacher and the Principal determines that this experience is desirable.

21.800

The supervising teacher shall be paid at the rate provided in letter of agreement for the time a student teacher is assigned to him/her. Pay shall be remitted to the supervising teacher within a reasonable time from the last day of the student teacher's term and shall be written on a check separate from that issued for

any other compensable duties. In the event there is more than one supervising teacher, compensation shall be pro-rated.

21.900

It is understood that a student teacher shall normally be assigned to a single supervising teacher. In no case shall a student teacher be responsible to more than two supervising teachers; in such cases each supervising teacher shall submit an independent evaluation.

22.000 FIELD TRIPS

22.100

It is agreed that in certain situations, the classroom must be extended beyond the confines of the school building.

22.200

The Board will provide transportation for classroom groups for field trips.

22.300

The Board has the right to limit field trips to a reasonable number.

23.000 ACADEMIC FREEDOM

23.100

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from unreasonable censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

23.200

Freedom of individual expression will be encouraged and if attacks are made upon academic freedom within the classroom, the Board will develop fair procedures to safeguard the legitimate interests of the schools and teachers.

24.000 ELEMENTARY, MIDDLE & HIGH SCHOOL ACCREDITATION

24.100

The Board agrees that accreditation by the North Central Association is a valuable measuring tool, providing the community with performance evaluation of the school system. Inasmuch as all children of the District are entitled to education that provides an equitable opportunity, the Board agrees that as the elementary, middle, and high schools of the District can qualify as candidates they shall be submitted for accreditation to the North Central Association.

25.000 TEACHING HOURS AND ASSIGNMENTS

25.100

Pupils are entitled to be taught by teachers who are within their area of competence and who are fully qualified. Therefore, whenever a qualified teacher with a Bachelor's degree from an accredited college or university with a proper certificate is available, teachers with 60 or 90 day permits will not be hired to fill full-time or emergency substitute positions. The Association shall be notified of exceptions.

25.200

Non-degree teachers of vocational courses shall have a valid certificate issued by the Michigan State Board of Education and meet the accreditation requirements of the North Central Association of Colleges and Secondary Schools.

25.300 Load and Assignments

25.310

It is mutually agreed that each Bay City Teacher is a professional who will devote whatever amount of time is necessary to fulfill his/her duties. It is acknowledged that the professional obligations of the classroom teacher requires time beyond that scheduled for direct classroom instruction -- that additional time for lesson planning, correcting papers, scoring tests, developing charts and instructional material, maintaining records, improving curriculum, conducting individual sessions with students, parent conferences, etc. It is further agreed that the major portion of this work can be accomplished during a teacher's work day of reasonable duration and the remaining obligations shall be scheduled at the discretion of the teacher. Teachers in a co-teaching setting will have a common daily conference period. Any deviation from a common daily conference period will be reviewed by the Association President and Director of Personnel and Employee Relations on a case-by-case basis.

25.311

Teachers of special area classes, or classes where enrollment may be small due to schedule conflicts or other such reasons may, by mutual consent, elect to teach part of their regular load during the regular evening high school hours. Other provisions of this contract concerning assignments and overloads shall not be altered by such an agreement as is described above.

25.320

The teacher's day and classroom instruction shall be as scheduled in Sections 25.400, 25.500 and 25.600. Except as specified in the second paragraph of this Article with reference to conference periods, time in the teacher's day beyond that scheduled for direct instruction of pupils shall be used at the discretion of the teacher. Such time may include the usual professional activities connected with classroom activities and the conduct of Association business; such activities need not be confined to the building in which the teacher is assigned.

The Board and the Association agree that meetings held during the usual school hours are a normal and necessary thing. It is also recognized, however, that with an increase in meetings related to the many different activities a teacher might be involved in, a point of reasonableness should be reached. However legitimate the purpose of any meeting might be (department, building, curriculum, text selection, faculty committee, etc.), it is recognized that time traditionally provided within the teacher's day for conference and preparation cannot be seriously encroached upon without reducing the quality of the program. It is agreed, therefore, that a teacher shall not normally be expected to attend meetings called during conference/preparation time on a regular basis. It is further recognized that a teacher may find it essential to

use a given assigned preparation/ conference period for purposes related to class activity or meeting appointed conferees, and therefore, may be unable to attend impromptu meetings called by the administration.

25.330 After School Meetings/Professional Development

25.340

Teachers will be required to remain after the school day (when students are in session) once a month for the 2001-2002 school year and twice a month for the 2002-2003, 2003-2004, and 2004-2005 school years, according to the designated Mondays in the calendars pursuant to Appendix "I" for no longer than one (1) hour to attend building operational, curricular, and policies meetings called by the Building Principal.

In the 2001-2002 school year, the agreed upon district Professional Development Plan will be:

- 1) The first six (6) hours of Professional Development will occur on Thursday, August 23, 2001. This is the traditional opening day of school, which will consist of a district-wide meeting in the morning (site and time to be determined), building site meetings and three (3) hours of room preparation time. This day is part of the contractual contract year; therefore, attendance is mandatory and no additional compensation is required.
- 2) The next six (6) hours of Professional Development will consist of four (4) one and one-half (1 ½) hour building level sessions focusing on Building School Improvement (elementary), Middle School Implementation II (middle school) and North Central/High Schools of the 21st Century (high school). Dates for these sessions will be announced by June 1, 2001 and attendance is mandatory. No make-up sessions will be offered and BCEA bargaining unit members will be assessed a deduction in wages per the hourly rate specified in Appendix "B", Article 1.200 of the Master Agreement unless an absence is addressed in Article 7.000 (Sick Leave) or Article 8.000 (Leave of Absence) of the Master Agreement.
- 3) The next eighteen (18) hours, or more, of Professional Development offered by the district have no attendance requirements. Those who choose to attend will have the following compensation options: compensation at the hourly rate specified in Appendix "B", Article 1.200 of the Master Agreement, or, credit towards the state mandated fifteen (15) days for probationary teachers or credit towards Current Improvement as specified in Article 15.000 of the Master Agreement. The BCEA bargaining unit member will be responsible for logging these hours and submitting them for compensation or credit on designated dates. These eighteen (18) hours will consist of the following offerings:
 - A) Summer activities to be announced and offered from June 11, 2001 through June 14, 2001.
 - B) K-3 Literacy Training as defined in LAP/LEARN Grant
 - C) 4th – 5th Science/Literacy training as LAP/LEARN Grant
 - D) District sponsored Middle School Conference (June 14, 2001) supported by Year II CSRD Grant
 - E) High Schools of the 21st Century curriculum work supported by EAG Grant
 - F) K-12 content curriculum work supported by grant dollars (Eisenhower, etc.)
 - G) District initiated committees as grant dollars permit
 - H) Other curriculum work as grant dollars permit

In the 2002-2003, 2003-2004, and 2004-2005 school years, the agreed upon district Professional Development Plan will be:

- 1) The first six (6) hours of Professional Development will occur on:
 - A) Thursday, August 22, 2002 for the 2002-2003 School Year
 - B) Thursday, August 21, 2003 for the 2003-2004 School Year

C) Thursday, August 26, 2004 for the 2004-2005 School Year

- 2) Eighteen (18) optional hours of Professional Development will be offered on designated Mondays listed on the calendars pursuant to Appendix "T". Those who choose to attend will have the following compensation options: Compensation at the hourly rate specified in Appendix "B", Article 1.200 of the Master Agreement or credit towards Current Improvement as specified in Article 15.000 of the Master Agreement. The BCEA bargaining unit member will be responsible for logging these hours and submitting them for compensation or credit on designated dates no later than one (1) week after the last scheduled session. One-time lump sum payments will be made for hours logged and confirmed prior to June 30th each school year.

In the event a building or Professional Development meeting is canceled, the canceled meeting can be postponed or rescheduled, attendance becomes optional. However, cancellations because of school district closings caused by conditions (act of God) not within the control of school authorities may be rescheduled.

Attendance requirements for teachers within the respective building(s) for monthly building meetings and meetings for Professional Development or state mandated core curriculum purposes are outlined above.

A teacher assigned to more than one building shall attend the professional meeting held in the building that the teacher has his/her last daily assignment. If the building principal of another building to which the teacher is assigned wishes to have the teacher attend the professional meeting in his/her building instead, the building principal shall make the request directly to the other principal. If the request is granted, the teacher shall be notified by the principal of the building that the teacher has his/her last assignment of the granting of the request and shall be paid mileage to attend the professional meeting in the other building.

25.341

The Association and the Board encourage active participation in such meetings as P.T.A. affairs, etc. as a part of professional responsibility. However, attendance at such meetings shall be at the option of the teacher. The Board of Education or Administration may require attendance of teachers at one "open-house" or one "back-to-school-night" program.

25.400 High Schools

25.410

The parties agree that the normal teaching load inclusive of a lunch and conference period shall fall within four (4) consecutive periods, except as provided in 25.415 concerning "overload assignment."

25.411

The parties agree that the Administration shall level classes by the end of the second week of school so that no section in any course shall have an enrollment deviating more than five (5) students from the average of the other sections of that course.

25.412

[*]

Teachers shall be certified and qualified for courses they are assigned to teach, and no teacher shall be asked to take an unusual lunch period.

25.413

Article deleted in prior agreement.

25.414

A teaching assignment beyond the provisions of Article 25.410 [*] shall be recognized as an overload and shall be paid for at the rate set in the attached Appendix "B." [*] Overload assignments are to be discouraged. Notification of such overload assignments shall be given to the Association.

25.415

An overload assignment shall extend the teacher's day by one (1) normal period.

25.416

A teacher may be assigned with his/her consent, non-teaching responsibility such as noon or breakfast supervision, study hall, or hall duty. Such assignment shall not be recognized as a regular assignment [*] or an overload, and shall be paid for at the rate set in Appendix "B."

25.417

Covering a vacant teaching station on an hourly basis shall be reimbursed at the rate listed in Appendix "B."

25.418

Teachers shall be allowed to work in their rooms without interruption for at least thirty (30) minutes after their last assignment.

25.419

[*]

25.420

A teacher may be expected to assume at least one extra school duty of a minor nature without additional compensation. Such assignment shall be on an equitable basis.

25.421

The Board and the Association agree that some supervisory responsibilities shared among teachers on a rotation basis are necessary at student functions. The Principal shall determine to which of these events teacher attendance is expected, which are eligible for extra compensation, and from which teachers may be excused.

25.422

Teachers will be assigned in compliance with all Articles in this section plus the following provisions:

(a) No teacher will be assigned more than three hundred forty (340) minutes of instruction except in the case of an overload.

(b) No special concessions in the assignment of conference periods will be made.

(c) [*]

25.423

Based upon the foregoing sections applicable to the High School teaching hours and assignments, a model or example of the High School day follows for illustrative purposes. Proctor positions will be posted by subject matter and will be filled by seniority. Proctors will be paid for each day of proctoring at the hourly

rate listed in Appendix "B", Article 1.200. Teachers not proctoring will not be required to report to work until testing is completed.

25.430

It is understood that Parent-Teacher Conference dates may be determined at their Individual buildings adhering to the required annual nine (9) hours.

HIGH SCHOOL
ILLUSTRATIVE MODEL

MONDAY – FRIDAY

FIRST HOUR	7:40 AM – 8:52 AM
SECOND HOUR	8:58 AM – 10:11 AM
LUNCH 1	10:11 AM – 10:41 AM
THIRD HOUR A	10:17 AM – 11:29 AM
THIRD HOUR B	10:46 AM – 12:01 PM
LUNCH 2	11:29 AM – 11:59 AM
FOURTH HOUR	12:04 PM – 1:16 PM
FIFTH HOUR	1:22 PM – 2:35 PM

25.500 Middle School

25.510

The normal teaching load in grades six, seven and eight shall be as follows:

- (a) Assigned periods shall not exceed (60) minutes in length.

- (b) Total daily instructional assignments for teachers, exclusive of conference and lunch periods shall not exceed three hundred sixteen (316) minutes per day.

- (c) The Administration and Building Principal, after prior consultation with the building staff and in cooperation with them shall employ not to exceed twenty-five (25) sixty (60) minute or thirty (30) fifty (50) minute instructional assignments per week [exclusive of five (5) conference and five (5) lunch periods]. Whether such schedules "rotate" or "revolve" shall be decided by the Administration and the Building Principal after prior consultation with the building staff.

- (d) Non-instructional assignments shall be limited to student guidance, student counseling and library.

- (e) The program for grades six, seven and eight shall be, but not limited to, math, language arts, science, social studies, physical education, industrial art, home economics, art, and music.

25.511

A teaching assignment beyond the provisions of Article 25.510 [*] shall be recognized as an overload and shall be paid for at the rate set in the attached Appendix "B." [*] Overload assignments are to be discouraged. Notification of overload assignments shall be given to the Association.

25.512

An overload assignment shall extend the teacher's day by one (1) period.

25.513

Covering a vacant teaching station on an hourly basis shall be reimbursed at the rate listed in Appendix "B."

25.514

A teacher may be assigned, with his/her consent, noon supervision, breakfast or hall duty. Such assignment shall be paid for at the rate listed in Appendix "B." Assignments will be filled by district seniority on an annual basis according to the needs of the school/building.

25.515

Teachers in grade six housed in middle schools shall be subject to the time schedule of their respective schools.

25.516

Teachers shall be allowed to work in their rooms without interruption for at least thirty (30) minutes after their last assignment.

25.517

Teaching assignments in Articles 25.510 and 25.515 may be altered by mutual agreement between the Association and the Administration.

25.518

Teachers may be assigned a Home Room Group on an equitable basis.

25.519

A teacher may be expected to assume one extra school duty of a minor nature without additional compensation.

25.520

The Board and the Association agree that some supervisory responsibility shared among teachers on a rotation basis is necessary at student functions. The Principal shall determine to which of these events teacher attendance is expected, which are eligible for extra compensation, and from which teachers may be excused.

25.521

All teachers employed in the sixth, seventh or eighth grade level shall be assigned within the scope of their teaching certificate and/or their major or minor field. If a teacher's certificate does not identify a major or minor, the teacher's transcript shall be used to make such a determination.

[*] No teacher shall be asked to take an unusual lunch. [*]

25.522

[*]

25.523

[*]

25.524

Middle school teachers shall be assigned a daily conference period.

25.525

Based upon the foregoing sections applicable to the middle school teaching hours and assignments, a model or example of the middle school day follows for illustrative purposes:

25.530

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings adhering to the required annual nine (9) hours.

**MIDDLE SCHOOL WORK DAY
ILLUSTRATIVE MODEL**

7:32 AM – 7:42 AM	Teacher on Duty**
7:42 AM – 8:35 AM*	Teacher Instruction Minutes (1st Hr.)
8:35 AM – 9:27 AM*	Team Planning Period (2nd Hr.)
9:27 AM – 10:19 AM*	Conference Period (3rd Hr.)
10:19 AM – 11:11 AM*	Teacher Instruction Minutes (4th Hr.)
11:11 AM – 11:41 AM*	Duty Free Lunch Hour
11:41 AM – 12:33 PM*	Teacher Instruction Minutes (5th Hr.)
12:33 PM – 1:25 PM*	Teacher Instruction Minutes (6th Hr.)
1:25 PM – 2:18 PM*	Teacher Instruction Minutes (7th Hr.)
2:18 PM – 2:28 PM*	Teacher on Duty**

*** Includes five (5) minute passing time.**

25.600 Elementary Schools (K-5)

25.610

Total daily instructional assignments for teachers, exclusive of conference and lunch periods, shall not exceed three hundred sixteen (316) minutes per day during the 2001-02, 2002-03, 2003-04, and 2004-05 School Years.

25.611

Teachers shall be required to be on duty ten (10) minutes before school begins and ten (10) minutes after school dismisses. This is in addition to assigned conference periods called for by Article 25.614.

25.612

A teacher may be expected to assume one extra school duty of a minor nature without additional compensation. Such assignment shall be on an equitable basis.

25.613

The Board and the Association agree that some supervisory responsibility shared among teachers on a rotation basis is necessary at student functions. The Principal shall determine to which of these events teacher attendance is expected, which are eligible for extra compensation and from which teachers may be excused.

25.614

Elementary teachers shall be assigned a daily conference period, forty-five (45) minutes in length during the 2001-02, 2002-03, 2003-04, and 2004-05 school years in between the instructional start and ending times of the day. Should scheduling not permit, elementary teachers shall have two hundred twenty-five (225) conference minutes weekly. Special area teachers shall be scheduled to provide instruction during these assigned conference periods.

25.615

Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists subject to provisions of Article 29.200.

25.616

Special areas including but not exclusive to teachers of music, physical education, art, foreign language, library/media, 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 District.

25.617

Elementary Special Area Library/Media Specialists will be paid as per Appendix "B" Article 1.100 for one contractual work day per assigned building prior to the beginning of the school year to prepare the Library for student use. In the event there is more than one Special Area Library/Media Specialist assigned to a building, the time will be prorated to a maximum of one contractual work day per building.

25.618

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings adhering to the required annual twelve (12) hours.

25.700

All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least forty (40) minutes. Lay supervisors shall be provided to supervise the lunch hour. Teachers may elect noon or breakfast supervision at the rate indicated in Appendix "B." Assignments will be filled by district seniority on an annual basis according to the needs of the school/building.

25.710

Based upon the foregoing sections applicable to the elementary teaching hours and assignments, a model or example of the elementary school day follows for illustrative purposes:

**ELEMENTARY SCHOOL -- (K-5)
ILLUSTRATIVE MODEL**

8:40 AM – 8:50 AM	Teacher on Duty*
8:50 AM – 12:00 NOON	Teacher Instruction Minutes
12:00 NOON – 12:40 PM	Duty Free Lunch Hour
12:40 PM – 2:15 PM	Teacher Instruction Minutes
2:15 PM – 3:00 PM	Duty Free Conference Period
3:00 PM – 3:31 PM	Teacher Instruction Minutes
3:31 PM – 3:41 PM	Teacher on Duty*

25.900 Summer School

25.910

A statement of all subject area-grade level openings for summer school teachers will be adequately publicized by the Director of Personnel and Employee Relations through the "Posting Newsletter" as early as possible and under normal conditions not later than the preceding March 15. Applications must be submitted within three (3) weeks after the publication of the "Posting Newsletter." Teachers who have applied for such summer school positions will be notified of the action taken regarding their applications as early as practicable, under normal circumstances not later than May 10.

For the purpose of this contract, a summer school session will be four (4) hours per day for six (6) weeks for a total of one hundred twenty (120) hours. Teaching assignment will be four (4) clock hours at the elementary level and one two-hour course at the secondary level. Salary for a summer school session of varying length will be prorated from this base. Specific class, grade or teaching assignments will be made by the Principal or the Director of the Summer School Program.

25.911

Positions in summer school will be filled first from the list of qualified applicants in the bargaining unit regularly employed by the District. Guest teachers may be employed if there are not enough qualified applicants. Guest teachers shall pay an Association guest membership dues equivalent to one (1) percent of the hourly rate for each hour worked.

25.912

In filling such positions, consideration will be given a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and previous regular and summer school teaching experience.

[*]

25.913

Summer school teachers shall not accept responsibilities that interfere with their summer school duties.

25.914

Compensation for summer school teachers shall be paid at the rate published in Appendix "B."

25.915

Where applicable, benefits enjoyed by teachers during the school year shall apply to teachers on summer assignments, except for guest teachers not regularly employed under this Agreement.

25.916

[*]

26.000 PROFESSIONAL COMPENSATION

26.100

The salaries of teachers covered by this Agreement are set forth in Appendix "A" which is attached to and incorporated in this Agreement. Pay for "special assignments" is set forth in Appendix "B," also attached hereto and made a part hereof.

26.200

The salary schedule is based upon normal weekly teaching load as outlined in the school calendar during normal teaching hours.

26.210

The intent is to hold IEPT meetings during the school day. For attendance at IEPT meetings outside the contractual teacher work day in excess of one hour per week, due to parent schedules, payment will be according to the hourly professional compensation rate (Appendix "B" 1.200).

26.300

The parties agree that all aspects of the school calendar are negotiable, including length of the school year, and further agree that the school calendar shall be set forth in Appendix "I." Any deviation shall be by mutual written consent.

The school calendar shall be negotiated as follows:

On or before January 15th of the preceding year the parties shall convene the calendar negotiations. In arriving at a calendar, due consideration shall be given operations of the Career Center and its constituent Districts.

Should the parties fail to reach agreement by the end of the school year they may mutually establish the means of settlement. However, five (5) days after the close of the school year, at the request of either party, the impasse shall be resolved pursuant to the rules of the American Arbitration Association, which rules shall likewise govern the arbitration hearing. The arbitration hearing will be held at which both parties shall be privileged to attend. Each party may present the testimony of witnesses and written evidence. The cost of the arbitrator shall be borne equally by the School Board and the Association. Said arbitration will be final and binding.

The school calendar as it relates to teacher duty shall be one-hundred ninety (190) days. Said one-hundred ninety (190) school calendar days shall include the following legal holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day.

26.310

The parties agree that since the first duty day for all teachers includes building/program meetings and classroom preparation, teachers on that day shall be allowed no less than three hours for classroom preparation during that six hour day.

26.400

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or engaged in activity related to negotiations or contract maintenance, shall be released from regular duties without loss of salary. Teachers participating in any mandatory formal professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. The Association shall give appropriate prior notice to the office of the Director of Personnel and Employee Relations when days are utilized pursuant to this Article.

26.405

In addition to released time provisions found elsewhere in this Agreement, the Association shall be granted a total of forty (40) work days per school year without loss of pay for conducting Association business. Appropriate notice shall be given to the Director of Personnel and Employee Relations in advance so that substitutes may be secured. The requests for Association days shall be signed by the appropriate officer of the Association.

26.406

Additional days may be granted for Association sponsored meetings, conferences and conventions where the full cost, including substitutes is paid by the Association, with the prior written approval of the Director of Personnel and Employee Relations. Consistent with past practice, such approval shall not be unreasonably withheld. The request for such days shall be signed by the appropriate officer of the Association.

26.410

Prior to the expiration of this contract the Board and the Association shall negotiate the ground rules, conditions, and the question of released time for Association negotiators for ensuing contract discussions. Such agreement shall be subject to approval by the Director of Personnel and Employee Relations and the Association's Executive Board.

26.500

Any assignment, duty or responsibility within the scope of this Agreement for which a monetary stipend is paid, whether from special or Board of Education funds, shall be listed in Appendix "B." Reimbursement for new assignments or new staff positions which come within the scope of this Agreement will be negotiated with the Association.

26.510

The parties agree that, as a result of the need for an accelerated attack on the problems of curriculum study or curriculum improvement, the District may employ members of the bargaining unit in the Department of Curriculum Improvement to serve as Curriculum Assistants, providing supportive and leadership roles in curriculum development and implementation. The provisions of this Article, Article 26.510, shall apply only to those instances where the individuals are to perform services or to assume responsibilities which clearly exceed the professional services which are mutually agreed upon as being available to the District in regular contract provisions but which fall outside the time scheduled for classroom instruction. Persons

serving in the role of Curriculum Assistants shall operate directly from the office of the Director of Curriculum and the services they offer shall be outside those presently described in the Master Contract.

In order to provide maximum flexibility and readiness to respond to needs of resource and/or leadership people, the Director of Curriculum has the option of contacting bargaining unit members on an individual basis for the purpose of selection and employment as Curriculum Assistants. The office of the Director of Curriculum Improvement, on contacting a member of the bargaining unit, shall give notice to the Association. Such notice shall include the member's name, a brief description of the project in which he/she will be involved, and an approximation of the duration of the project.

Employment as a Curriculum Assistant may be of a short duration as to solve a specific problem, or of a longer duration as to provide coordination and continuity. Compensation for bargaining unit members who are employed to serve as Curriculum Assistants shall be in accordance with the rate set forth in Article 1.200 of Appendix "B."

26.520

In the event it becomes necessary to place the elementary students of an absent teacher in another classroom due to the unavailability of a substitute teacher for an absent teacher, the following shall apply:

1. Unless both the teacher and the BCEA agree, the placing of all students in one other classroom will not occur.
2. When the students in need of a substitute are placed in multiple classrooms, the building administrator will make reasonable effort to ensure the number of students placed in other classrooms shall be as equal as possible.
3. The prevailing Appendix "B", 1.200 Hourly Substitute rate shall be multiplied by the number of hours and any fraction thereof that the students were placed in the other classrooms. The resulting amount shall be divided equally, rounded up to the next whole cent, among the teachers who were assigned the students of the absent teacher.

These provisions in no way reduce the Bay City Public Schools' responsibility to provide substitute teachers.

26.600

A teacher shall be paid on the following pay plan:

Twenty-six equal bi-weekly pay periods.

26.620

The first pay period shall be no later than the second Friday after the teachers have reported for duty.

26.700

When a teacher earns a degree or earns sufficient semester hours to move from one salary schedule to another, adjustments on the salary schedule shall take place. Full credit for teaching experience shall be given when adjustments are made. An application for adjustment and notice from the university must be filed with the Board. Within thirty (30) days from such receipt the Board shall make the proper retroactive salary adjustment.

26.800

Credits earned prior to the completion of the Master's degree cannot be applied to the M.A. +30 semester hours. However, graduate credits earned prior to or concurrently with the completion of the Master's degree shall be applied to the M.A. + 30 semester hours. Hours beyond the Master's degree must be concentrated in the educational field or in one of the disciplines taught in the public schools.

26.900 LONGEVITY/SEVERANCE PAY

A teacher who has at least fifteen (15) years of Bay City Public Schools' service or has reached age fifty-five (55) and who retires or leaves District employment shall receive a longevity/severance benefit.

He/she shall notify the Director of Personnel and Employee Relations of an intent to leave the District by March 1st prior to the close of the school year or mid-year as follows: December 1st prior to the second semester, October 15 prior to Winter trimester; December 15 prior to Spring trimester of such leave. Failure to do such may result in the loss of a longevity/severance benefit.

- For each accumulated unused absence day up to a maximum of 110 days, the teacher shall receive an amount equal to the daily rate of pay at Step 1 of the Base AB Salary Schedule.
- For each accumulated unused absence day above 110 days, the teacher shall receive an amount equal to one-half (1/2) the daily rate of pay at Step 1 of the Base AB Salary Schedule.
- The total longevity/severance amount will be paid into a paradigm Equity 403(b) account over a period of five (5) years on a bi-weekly basis beginning with the first scheduled pay of the next school year (or the first scheduled pay of the next full month following the effective date of retirement if it is a mid-year retirement).
- The total longevity/severance amount may be used to purchase service credit under the guidelines and conditions as established by the Michigan Public Schools Employees Retirement System (MPSERS).

26.910

A teacher may only be charged a maximum of one hundred ten (110) days of sick leave for serious illness or illnesses during the last five years prior to leaving the District. A serious illness is defined as any illness in excess of ten (10) consecutive sick leave days. (Documentation by a physician is required.) For purposes of calculating longevity/severance pay only days used beyond the one hundred tenth (110th) day shall be included in the final calculation.

ILLUSTRATIVE MODEL:

2006-07	Used a block of 25 days	25
2007-08	Used 15 days not in a block	0
2008-09	Used two blocks of 25 and 29 days	54
2009-10	Used 60 days including a block of 45 days	45
2010-11	Used 9 days	<u>0</u>
	TOTAL	124

124 days --110 days = 14 days

Fourteen (14) days would be included in the longevity/severance pay final calculation.

27.000 TEACHING CONDITIONS

27.100

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school days should be directed at insuring that the energy of the teacher is primarily utilized to this end.

27.200 Class size

27.210

It is recognized that class size is controlled for the most part by the facilities available. Because pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. It is agreed that the following are considered optimum class size: Kindergarten 20; grades One-Three 22; grades Four-Six 25; grades Seven-Eight, 27; grades Nine-Twelve, 30.

27.220 Elementary Class Size

Enrollments in grades kindergarten through fifth shall be leveled throughout the District in accordance with this section no later than the end of the fifth day of classes in the Fall. In kindergarten no morning and afternoon section in the same room shall have a disparity of more than five (5) students and the two sections together shall not exceed sixty-two (62) students. In grades first through fifth, each class section shall not exceed thirty-one (31) students, except in traditionally large classes such as physical education, music and study halls.

In the event of a disparity in class size of more than seven (7) pupils in a given grade level below the maximum herein established for buildings which have contiguous attendance area boundaries, the following procedure shall apply: After giving due consideration to such factors as distance for students to travel, traffic patterns and safety of students, the Administration shall, depending on such factors, reassign students between such schools so as to arrive at approximately equal size classes within a given grade.

In addition to the preceding steps the Board, through the use of portable classrooms and/or additional permanent classrooms, will strive to improve class size ratio.

The School Board will give the Association its class size data as projected for the Fall no later than two (2) weeks prior to the opening of school. Final results of the class size and assignments shall be made available to the Association by the end of the fifth week of school. The students enrolled after the first full week of school shall be assigned classes to conform to the class size ratios herein established as far as possible.

In exceptional situations, it is agreed that larger classes, not to exceed thirty-five (35) students, shall be permitted in not more than twenty-five (25) classrooms in grades kindergarten through fifth throughout the District, provided that if the Board finds a need for any such classrooms of up to thirty-five (35) students over twenty-five (25) but not over thirty-five (35) rooms, it shall first notify the Association in advance and explain the need therefore. Split grades shall not exceed five (5) classrooms in number throughout the District.

The parties recognize that the possibility exists that non-public schools might close a large part of their facilities resulting in an unexpected and unforeseen increase in the District's enrollments causing necessary

deviation from the application of the class size ratios within existing physical facilities. In such circumstances, the Board and the Association shall meet to determine the best possible solution so that the class size ratios referred to may best be adhered to.

Elementary schools, K-5, class size shall not exceed a District-wide ratio of 27 to one, except in traditionally large classes such as physical education, music and study hall, such classes shall not exceed 29 students. When in the opinion of the Board, circumstances require an exception from the maximum size limits, it shall notify the Association of same and reasons therefore. If the Association views an exception as unreasonable, it may grieve same and will have the burden of proof.

No more than five split grades may be utilized throughout the District at the elementary level.

27.230 Middle School Class Size

Enrollments in grades six, seven and eight shall be leveled throughout the District in accordance with this section no later than the end of the fifth day of classes in the Fall. In grades six, seven and eight, each class section shall not exceed thirty-one (31) students, except in traditionally large classes such as physical education, music and study halls. No class section shall have fewer than twenty (20) students. Remedial class section will be below twenty (20) students and shall not exceed two such sections per grade, per day, per building.

The School Board will give the Association its class size data as projected for the Fall no later than two (2) weeks prior to the opening of school. Final results of the class size and assignments shall be made available to the Association by the end of the fifth week of school. The students enrolled after the first full week of school shall be assigned classes to conform to the class size ratios herein established as far as possible.

In exceptional situations, it is agreed that larger classes, not to exceed thirty-five (35) students, shall be permitted in not more than three (3) classrooms in grades six, seven and eight within each middle school.

The parties recognize that the possibility exists that non-public schools might close a large part of their facilities resulting in an unexpected and unforeseen increase in the District's enrollments causing necessary deviation from the application of the class size ratios within existing physical facilities. In such circumstances, the Board and the Association shall meet to determine the best possible solution so that the class size ratios above referred to may be best adhered to.

27.241

The parties agree that the High School and Middle School allocation of Counselors, Deans, and Librarians shall be no less than 18.9 positions. The 18.9 positions are included in the allocated positions provided in Article 27.240.

27.300 Materials and Facilities

27.310

Each elementary school building shall ultimately have a clinic or conference room to be used by itinerant staff such as special education personnel. This room shall be large enough for eight pupils plus an adult. It shall have adequate heat, light, ventilation; furniture shall be scaled to the children's ages who will be using it. Future plans for alteration and improvement of older buildings shall include adequate space for these purposes.

27.320

Insofar as possible, lounges, lavatories, work rooms, and personal storage shall be conveniently available for the professional staff. Future building plans shall provide these facilities.

27.330

Telephone facilities shall be made available to teachers for their reasonable use wherever possible for professional purposes in a secluded area.

27.340

Adequate parking facilities shall be maintained and the Board shall seek additional parking facilities where needed.

27.350

The Board recognizes that appropriate texts, library references, maps, globes, laboratory equipment, audio-visual equipment and supplies, art supplies, periodicals, evaluation materials, and other such materials are necessary for sound education. It is understood that the Curriculum Steering Committee will be responsible for:

- (1) Establishing policies and procedures for the evaluation, selection and distribution of needed equipment and materials.
- (2) Assessing the effectiveness of policies and practices in providing needed materials and equipment.
- (3) Acting as a deliberative group to which problems can be directed.

27.400 Non-Discrimination and Professional Assistance**27.410**

Notwithstanding their employment, subject to any limitation herein contained, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers.

27.420

The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sexual orientation, age, gender or marital status, or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, gender, color, national origin, or sexual orientation and seek to achieve full equality of educational opportunity to all pupils.

27.430

The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. The Board and the Association recognize that teacher aides and clerical employees are useful and necessary in order to implement this principle.

27.440

Teachers shall perform such tasks and provide such data and reports as are necessary to the operation of the schools. The following examples are representative: pupil registration, class grades, attendance and home room supervision.

27.450

Teachers shall not be expected to perform the many quasi-clerical tasks that have become a part of the school program. Examples are: collecting money for lunches, milk, school fees; machine scoring of tests and similar clerical functions. With respect to collection of picture fees, popcorn or candy sales, and saving stamps, which do not require the exercise of professional judgment, the Board agrees to continue its practice of phasing out these activities.

27.460

The Board bears the responsibility for providing for the entire school program within the financial resources available.

27.470

Teachers may voluntarily participate in fund raising activities such as P.T.O. projects, school connected clubs and class projects.

27.480

Teachers shall not be required to participate in fund raising activities initiated to supplement the curriculum or facilities of the School District.

27.500 Volunteers

[*]

The Board shall indemnify and hold harmless the Association from any lawsuit and liability arising from the Board's utilization of volunteers.

27.700 GRADE CHANGE PROCEDURE**27.710**

Any grade change request and the reasons thereof shall be submitted by the student or the parent/legal guardian in writing to the student's building principal within twenty-one (21) calendar days after the grade is distributed to the student by the District. Within seven (7) calendar days after the receipt of the grade change request, the principal shall discuss the request with the teacher who gave the grade to the student. Except as provided below, the grade given to a student by a teacher cannot be changed unless the teacher agrees.

27.711

If the teacher does not agree to the grade change request, the principal may appeal the grade to a panel. The Principal shall in writing submit the grade change request, the reasons and the name of his/her selected principal/assistant principal panel member to the Director of Student Services within fourteen (14) calendar days after the request was submitted to the teacher. The Director of Student Services, or if applicable, the Superintendent's central office designee shall be responsible for convening a grade change panel.

The panel shall be composed of three (3) Association members selected by the Association, one principal/assistant principal selected by the building principal involved, the Director of Student Services or the Superintendent's designated central office administrator and an administrator selected by the Superintendent. The Association members and the principal/assistant principal shall be selected from the respective building level of the student whose grade change is being requested. The teacher, the principal and any other administrator who is involved in the proposed grade change shall not serve as a member of the panel.

Within seven (7) calendar days after the date of the submitted request, the Director of Student Services shall notify the Superintendent and the Association president of the request. Within seven (7) calendar days after the date of the receipt of the notification of the request, the Association president, the building principal, and the Superintendent shall submit the names of the selected panel members to the Director of Student Services.

The Director of Student Services or, if applicable, the Superintendent's designated central office administrator, shall serve as chairperson of the panel. Within seven (7) calendar days after receipt of the names of the panel members, the chairperson of the panel shall convene an organizational meeting of the panel. The panel shall establish at least two dates/times for the grade change hearing. The chairperson shall give written notification to the involved teacher and the involved principal shall notify the chairperson of their choice of date(s) within seven (7) calendar days of written notification of the proposed hearing dates. The hearing date is subject to the acceptability of the teacher and principal involved and the panel members. However, the hearing dates shall be scheduled not less than fourteen (14) calendar days or more than twenty-eight (28) calendar days after the date of the chairperson's written notification unless otherwise agreed to by the involved teacher, involved principal, and chairperson.

The teacher and the principal involved shall present their facts and arguments to the panel. The panel's decision shall be consistent with Board Policy. The panel shall grant or deny the grade change request within seven (7) calendar days after the conclusion of the hearing; and within twenty-four (24) hours after the panel's decision the chairperson shall issue a written notification of the panel's decision and rationale to the parent/legal guardian, teacher, and principal involved.

The teacher, principal, or the parent/legal guardian involved may appeal the panel's decision to the Board. The appeal to the Board shall be submitted to the office of the Superintendent in writing with copies to the other party involved and to the panel members within (14) calendar days after the date of the panel's decision. If an appeal is not received by the office of the Superintendent within fourteen (14) calendar days after the date of the panel's decision, the panel's decision shall be final and binding.

The Board shall consider the appeal at an executive session of the Board. The appeal will be heard by the Board no less than fourteen (14) calendar days but no more than forty-five (45) calendar days after the appeal was received in the office of the Superintendent. The members of the panel shall present the reasons and facts for and against the grade change. The teacher, principal, or parent/legal guardian involved may submit a written statement of their position. Such statement is to be submitted to the office of the Superintendent not less than forty-eight (48) hours prior to the date and time set for the board meeting. The Board shall approve or disapprove the decision of the panel prior to the conclusion of the Board meeting. The decision of the Board on whether or not the grade is to be changed shall be final and binding, unless the decision is not consistent with Board Policy.

If the principal, panel, or Board acts to change a grade under Article 27.700, a notation shall be made in the student's record that the grade was changed by the principal, panel, or Board.

27.800 ACCEPTABLE USE OF INTERNET/INTRANET

27.810 Purpose

27.815

The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, and Association endeavors.

27.820

Bargaining unit members' use of the Internet/Intranet is appropriate under all of the following circumstances:

1. support of the academic program;
2. telecommunications;
3. Association activities; and
4. reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.

27.825

The parties agree that the Internet/Intranet may not be used for commercial for-profit purposes.

27.830

The parties agree that all other provisions of this Agreement, including but not limited to: Grievance Procedure (Article 12.000), [*] Academic Freedom (Article 23.000), Association Rights (Article 3.000), Working Conditions (Article 27.000), and Professional Development (Article 25.330), [*] remain in full force and effect and the specific provisions outlined in this Article regarding acceptable Internet/Intranet use do not supercede any of the other provisions of this Agreement.

27.835

Bargaining unit members are aware that the Employer does not warrant that the functions of the Internet/Intranet will meet any specific requirements or that they will be error free or uninterrupted.

27.840

The parties agree to form an Internet/Intranet Acceptable Use Committee, with Association and Administration representation. The Committee shall consist of a minimum of six (6) individuals, three (3) of whom shall be named by the Association and three (3) of whom shall be named by the Superintendent or his/her designee.

27.845

The parties agree that bargaining unit members providing appropriate supervision of students will be released from liability for inappropriate acts committed by a student with regard to the Internet/Intranet,

including, but not limited to, information retrieved from the Internet by a student in violation of this Article or any federal, state, or local law, a student's inappropriate use of electronic mail communication in violation of this Article or any federal, state, or local law, a student's design of a web site in violation of this Article or any federal, state, or local law.

27.850

The Employer agrees to provide insurance coverage with regard to the bargaining unit member's use of the Internet/Intranet and any unintentional damage that may result to the Employer's computer system, as well as any unintentional violation of copyright, patent, trademark, or any other intellectual property laws.

27.855

The Employer agrees to indemnify bargaining unit members for any monetary settlement or award the bargaining unit member must satisfy as a result of a lawsuit brought by a third party such as a student, parent, web master for a web site, software provider, or other individual or entity, with regard to the bargaining unit member's use of the Internet/Intranet if such use falls within the acceptable guidelines set forth in this Article as determined by the Internet/Intranet Acceptable Use Committee.

27.860 [*]

27.865

The Employer agrees not to cease a bargaining unit member's use of the Internet/Intranet due to an unintentional violation of this Article.

27.870

[*]

27.875

[*]

27.880

The Employer agrees to provide notice to a bargaining unit member of complaints made via electronic mail regarding said bargaining unit member by individuals; including, but not limited to, parents, co-bargaining unit members, and third parties.

27.900 Virus Detection and Damage to Network

27.910

The Employer agrees to provide appropriate, regularly updated virus detection software on all of the Employer's computers. The software shall function in an automatic, passive fashion.

27.915

Bargaining unit members will not be held liable for any damage to the Employer's computer system caused by a virus unless it can be shown that the virus was intentionally introduced.

27.920 Privacy Issues

27.925

The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.

27.930

The Employer will provide each bargaining unit member with a password for accessing the Internet/Intranet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all bargaining unit members' passwords. The Employer agrees to maintain bargaining unit members' passwords in a safe and confidential location where access to such passwords by students and third parties is as secure as possible.

27.940 Objectionable Materials and Harassment

27.945

The Employer agrees to take appropriate action to prevent or reduce harassment of bargaining unit members by third parties. Bargaining unit members shall notify the Employer of such harassment by a third party in order for the Employer to take appropriate action.

27.950

The Employer agrees to discipline students for making harassing statements through the Internet/Intranet concerning bargaining unit members.

27.960 Violation of Intellectual Property Laws

The Employer shall assume all potential liability for any unintentional copyright, patent, trademark, or other intellectual property infringement caused by a bargaining unit member unless it can be shown that the infringement was intentional.

27.970 Training

27.975

Given the complexity of intellectual property law, workplace harassment, and other potential claims with regard to use of the Internet/Intranet, the Employer agrees to provide training to assist bargaining unit members in avoiding unintentional violations.

27.980

The Employer agrees to provide bargaining unit members training.

27.985

Training shall be provided for all bargaining unit members with access to the Internet/Intranet.

28.000 CURRICULUM STEERING COMMITTEE

28.100 Curriculum Steering Committee Purpose

It is agreed that a Curriculum Steering Committee should be mutually supported by the Association and School District to provide a vehicle for continuous and systematic consideration of matters of curriculum.

The purpose of the Curriculum Steering Committee is to:

1. Conduct system-wide, systematic evaluations and/or review of educational needs
2. Establish the priorities for
 - a. areas of study
 - b. planning and development
 - c. program implementation

28.200 Curriculum Steering Committee Task Forces

When a specific curricular need/issue has been identified by the Steering Committee, the Steering Committee shall establish a task force to research and problem solve the need/issue.

1. Teacher membership in the task force is voluntary and shall be based on the specific need/issue.
2. The task force will provide a mid-year report and year end report to the Steering Committee.

28.300 Curriculum Steering Committee Composition

It is agreed that the composition of the Curriculum Steering Committee shall be ~~25~~ 36 members, ~~14~~ 25 of whom shall be members of the Association. The members of the Curriculum Steering Committee from the Association shall be recommended by its president or his/her designee.

The Association's representatives shall be as follows

Elementary (1 per building-8 total, at least 2 must be K-2 teachers and 2 must be 3-5 teachers) with at least 1 person in each of the following areas of expertise

ELA, Math, Science, Social Studies, 4 "Any Subject"

Middle School (2 per building-4 total) with at least 1 person in each of the following areas of expertise

ELA, Math, Science, Social Studies

High School (2 per building-4 total) with at least 1 person in each of the following areas of expertise

ELA, Math, Science, Social Studies

Alternative HS (1)

Special Education (2) with at least 1 person from each grade span

K-5, 6-12

Elective Areas (5 representing a variety of content areas) including at least 1 person in each of the following grade spans

K-5, 6-12, 3 "Any Grade"

BCEA President or Designee (1)

The Administration's representatives shall be as follows:

Director of K-12 Curriculum

Building Administrators (7) including at least 1 from each of the

following grade spans Elementary, Middle School, High School, Alternative Ed, 3 "Any Level"

Director of Special Education

Director of Assessment/Gifted & Talented

Director of Technology

29.000 SPECIAL AREA TEACHERS

29.100

The Special Area Teachers shall be responsible for the control and instruction of the classes they teach. Participation of the classroom teacher in evaluation shall be voluntary.

29.200

The elementary classroom teacher is responsible for the total learning process of the pupils under his/her guidance. The classroom teacher's attendance during instruction by auxiliary teachers in physical education, music and art should be governed by this responsibility.

The elementary teacher should be in attendance at the beginning and at the end of a session when an education specialist is in charge.

29.300

This Article shall not serve to restrict any programs presently in existence in these areas.

29.400

An Itinerant Teacher is responsible to the Building Principal during the time he/she is on duty within said Principal's building.

30.000 HIGH SCHOOL DEPARTMENT LIAISON PERSONS

30.100

Every teacher shall be assigned to a department, the definition of which is to be "a grouping of teachers teaching in the same or similar subject matter or curricular/ instructional area."

30.200

Up to ten departments will be identified in each high school as follows:

English	Student Services	Social Studies
Business	Science	Vocational
Math	Physical Education/Life Skills	Communications/Fine Arts
	Special Education	(including Art, Music, and Language)

(Persons not serving in these areas would attach themselves to one area of their choosing among the ten)

Whenever a group of teachers which have not been identified as a department reaches five or more teachers, such group shall be a department and the provisions of Article 30.000 shall apply. If such group decreases to four or less teachers, that department shall be dissolved and the affected teachers shall attach themselves to a department of their choosing.

Any department in existence during the 1988-89 school year of less than five teachers shall continue to remain as a department.

30.210

Each department annually will nominate a person to be its representative, and present said nominee to the Principal for consideration. In the event the Principal does not accept the nominee, the process will be repeated.

30.220

The responsibilities of these representatives shall be:

- A. Communicating departmental concerns and needs between the department and the Administration, and to other departments

B. Assisting the members of their department and the Administration in the development of schedules, assignments, room usage, and budgets

C. Involvement in choice of materials, selection of texts, identification of curriculum needs as they relate to the review and possible modification of the department's program, and the identification of persons to be considered for hiring to teach in the department.

30.230

Each representative shall receive \$1009.58 per semester

30.240

The Administration and the DLP shall make reasonable efforts to communicate with each other during the summer period on matters of departmental interest.

30.250

[*]

31.000 EXCEPTIONAL PERFORMANCE & MERITORIOUS SERVICE

31.100

The Board and the Association recognize that it is a desirable practice to recognize exceptional performance and meritorious service wherever it exists. To that purpose it is agreed that the Board will, with the cooperation of the Association, initiate a program which would identify, recognize, and reward teachers annually who are involved in the instructional program and who make extraordinary contributions in their classrooms. Candidates for such awards should be selected from the various levels of instruction, as well as the service areas.

32.000 GUIDANCE & COUNSELING

32.100

Counseling and guidance is a service designed to give systematic aid to pupils in making adjustments to various types of problems which they meet of an educational, vocational, social, civic and personal nature.

32.200

The Board agrees to provide adequate personnel, physical facilities and materials for effective guidance and counseling service for students.

32.300

Professional staff members performing the duties of guidance counselors shall meet North Central Association requirements for guidance counselors.

32.400

Counselors, with their consent, may be assigned hall duty or cafeteria duty.

32.500

The counselor shall be free from administrative duties and unnecessary clerical assignments which unreasonably interfere or conflict with student relations.

32.600

As building facilities will permit, an office area with appropriate physical conditions for privacy shall be made available to each counselor.

32.700

The number of pupils assigned to a counselor shall not exceed the North Central Association standards or four hundred twenty-five (425) pupils a counselor, whichever is lower.

32.800

Counselors/school psychologists shall be scheduled to work a total of five (5) days to be divided between the week following and the week prior to the regular school year. The exact days to be assigned shall be worked out mutually between the building principal/Director of Special Education and the counseling/school psychologist staff. Salary for this schedule shall be paid at the rate set forth in Appendix "B", Section 1.100.

32.900

The counselor's day shall be thirty (30) periods per week, and any deviations shall be considered as is the case with the teacher.

32.1000

Qualified substitutes, when available, shall be provided by the Board in the extended absence of a counselor or dean.

33.000 TUTOR**33.100**

From time to time a teacher is asked to provide individual student instructional help outside the performance of his/her regular duties. It is recommended that a teacher performing such duties shall receive compensation according to the rate provided in Appendix "B" for the Hourly Substitute Rate. It is understood that the Board does not bear any responsibility for such compensation.

33.200

Teachers shall not tutor students in their own classes.

34.000 INSURANCE PROTECTION**34.100**

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers in the bargaining unit the following insurance protection to the teacher:

34.200

Group term life insurance coverage in the amount of \$40,000 and \$40,000 AD & D, not to include any life insurance coverage incorporated in hospitalization insurance under Article 35.400. Employee Contribution

shall be 24% of the premium cost. Bi-weekly payments for the employee's portion of insurance benefits costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. The full amount due shall be made by June 30th.

34.300

All options offered by insurance carriers will be available on an optional basis at the employee's expense.

34.400

The Board shall provide complete health care protection for a full twelve-month period through MESSA Choices II Plan with a \$300/\$600 deductible, \$20 office visit, \$10/\$40 Prescription Drug Card or equivalent Blue Cross-Blue Shield insurance protection with a 24% Employee Contribution on the premium cost. Bi-weekly payments for the employee's portion of insurance benefits costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. The full amount due shall be made by June 30th.

34.500

Subject to the provisions hereinafter contained in this Article, dental insurance for a full twelve-month period through MESSA Dental Insurance Program, Plan E (80/80) and Rider 007 (80/\$1,300), with a 24% Employee Contribution of the premium cost. Bi-weekly payments for the employee's portion of insurance benefits costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. The full amount due shall be made by June 30th. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA Dental Program Plan E (80/80) and Rider 007 (80/\$1,300) and, without increased premium cost to the teacher. There shall be no interruptions in benefit coverages, etc. because of a change to self insurance.

34.600

If both a husband and wife are covered by this Agreement, as between the two spouses, they may carry only one hospitalization policy and one dental insurance policy. They shall also have the option of one additional \$5,000 life insurance policy on either spouse beyond that provided for teachers per Section 35.200 or a cash option payment of \$100.00 per month under Section 125 of the Internal Revenue Code. The amount of cash option payment may be applied by the teacher toward an annuity plan currently payroll deducted by the Board.

A teacher who is covered by his/her spouse's health insurance and who chooses not to be provided with health care protection MESSA Super Care 1 (One) shall have the option of selecting (1) an additional \$5,000 life insurance policy beyond that provided for teachers by Section 35.200 or (2) a cash option payment of \$100.00 per month under Section 125 of the Internal Revenue Code. The amount of cash option payment under Section 125 of the Internal Revenue Code may be applied by the teacher toward an annuity plan currently payroll deducted by the Board.

Employee Contribution for teachers who are covered by Pak A & B shall be 24% of the premium cost. Bi-weekly payments for the employee's portion of insurance benefits costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. The full amount due shall be made by June 30th.

34.700

Teachers may elect hospitalization insurance if his or her spouse who was previously covered by full paid Blue Cross MVF-1 or MESSA Super Care 1 (One) hospitalization elsewhere died, retired or otherwise lost the benefit of such hospitalization coverage for reasons beyond his/her control. Such teacher would drop the \$5,000 life insurance policy beyond that provided for in Section 35.200 or the cash payment option under Section 125 of the Internal Revenue Code he/she had elected and then be permitted to apply for health insurance through the Board on the usual terms and conditions prescribed by the insurance companies.

34.800

The Board shall provide long term disability insurance with a 24% Employee Contribution of the premium cost. Bi-weekly payments for the employee's portion of insurance benefits costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. The full amount due shall be made by June 30th. Benefits shall be paid at 50% of salary up to a monthly maximum of \$1,000 and shall begin after the expiration of the greater of 1) the teacher's accumulated sick leave plus one hundred eighty (180) Sick Leave Bank benefits or 2) one hundred eighty (180) school calendar days. Pre-existing conditions will be waived if possible according to underwriting requirements. Benefits are payable up to age 70.

Educational supplement, Social Security freeze, alcoholism/drug abuse waiver shall be included. Mental/nervous disorders have a maximum of two (2) years benefits pay out and cost of living adjustment benefits are not included. There shall be no interruption in benefit coverage for any employee. Employees may purchase benefit coverage up to a maximum of \$3,000 per month at a rate of nineteen cents (\$0.19) per one hundred dollars (\$100.00) of coverage per month.

34.900

The Board shall provide full family vision care for a full twelve-month period through MESSA VSP 2-Silver, with a 24% Employee Contribution of the premium cost. Bi-weekly payments for the employee's portion of insurance benefits costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. The full amount due shall be made by June 30th. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA VSP 3, without increased cost to the teacher.

35.000 CONTINUITY OF OPERATION

35.100

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the terms of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment for any purpose whatsoever).

35.200 No Reprisal Clause

The Board agrees that it will take no action or reprisal of any kind against the Bay City Education Association, its members, agents, officers, employees, or against anyone in the bargaining unit the Association represents as a result of the collective bargaining process, including but not limited to the withholding of services, in reaching the new Collective Bargaining Agreement for the 2001-02, 2002-03,

2003-04, and 2004-05 school years; this includes, but is not limited to, the bringing of any action, suit or charge whatsoever. The Board hereby expressly rejects any attempt on the part of any person or organization to bring any such action, suit, charge or reprisal on behalf of the Board of the School District.

In consideration of the Board's agreement to take no reprisal or action, the Bay City Education Association likewise agrees that it will take no action or reprisal against the Board of Education of the Bay City Public Schools, its officers, agents or employees, as a result of the collective bargaining process leading to the new Collective Bargaining Agreement for the 2001-02, 2002-03, 2003-04, and 2004-05 school years.; this includes the bringing of any action, of any kind or nature whatsoever. The Association further rejects any attempt on the part of any other person to bring any action or claim, or reprisal on behalf of the Association against said persons or the Board of Education.

35.300

The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the Educational Policies of the District. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of this Agreement or the Educational Policies of the District.

35.400

It is expressly understood that this Article will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional agreements.

35.500

Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the "Public Employment Relations Act" or which are otherwise provided by law.

36.000 MISCELLANEOUS

36.100

Commercial or industrial solicitation of teachers for funds or of sales of products and services is prohibited during school hours. Involvement by teachers after school hours will be on a voluntary basis.

36.110

All administrative procedures shall be reviewed and explained to the faculties by the Building Principal at the beginning of the school year. The Building Principal shall review the above with teachers reporting after the start of the school year.

36.200

Building Principals are urged to develop administrative procedures with the advice of a committee of teachers, elected at large by faculty.

36.300

The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call at least one (1) hour before the individual teacher's starting time to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

36.301

Any substitute teacher teaching in the same position for sixty (60) or more consecutive duty days will be placed on a "Letter of Intent" and paid the appropriate salary schedule step giving credit for prior teaching experience. If it is known that a teacher would be on such assignment for sixty (60) or more days, a "Letter of Intent" will be issued on the sixty-first (61st). All fringes and other provisions included in the Master Agreement will apply when such substitute teacher is eligible for a "Letter of Intent."

A "Letter of Intent" contract shall be issued to a substitute when a teacher who is on a long term absence has assignment rights to the position. In special circumstances which are not covered by other agreements between the parties, a "Letter of Intent" contract may be issued upon the mutual written agreement of the parties.

36.302

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36.303

Any probationary substitute teacher, under a "Letter of Intent" contract, whose performance has been satisfactory, will be offered interviews for available vacancies or "Letter of Intent" substitute positions prior to the hiring of new teachers: this provision to be continuously in effect for one (1) full calendar year after the expiration date of the last "Letter of Intent." An interview is not a guarantee of employment.

36.304

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36.305

Any substitute teacher, under a "Letter of Intent" contract, will be given seniority credit in the event said teacher is issued a regular teaching contract.

36.400

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 this Agreement or the subsequent Agreement covering the same school year as the individual teacher contracts. The Association shall be notified of any teacher contract which has an expiration date prior to June 1 of any school year. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

36.500

This Agreement shall be made available on-line in electronic format.

36.600

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 not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

36.700

Any teacher improperly terminating his individual contract shall have such fact noted and placed in his/her personal file.

Such teacher shall also forfeit the rights and benefits set forth in this Agreement.

36.800

The School Board will involve the faculties concerned for any new construction of educational facilities contemplated in the School District.

36.810

Before the Board shall become party to any "performance contract," it shall meet with the Association and negotiate the role of the teacher in the implementation of any such contract.

36.815 Quality of Work Life

The Board and the Association agree that it is desirable to establish a quality of work life program in the Bay City Public School System. For this purpose, the Board and the Association agree to:

1. For the life of this Agreement, establish a committee of six (6) persons to research, develop, and implement a quality of work life program suitable to the needs of the District. Three (3) members of this committee shall be appointed by the Association. The remaining three (3) members are to be selected by the Superintendent. The designation of the committee shall take place before October 1 of each year.
2. Expenses incurred during the developmental, implemental and maintenance phases will be borne by the Board of Education. Said expenses shall not exceed \$1,500.00 annually.

The Board and the Association further agree that a quality of work life program shall, if feasible, be in operation in this District by the beginning of the 1998-99 school year.

36.900 Emergency Manager

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify or terminate this agreement as provided in that Act. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the District. The Association reserves all rights to assert that this clause is unenforceable.

37.000 ADULT EDUCATION PROGRAM

37.100

The following Articles, as they appear in the Agreement, shall apply to adult education teachers without modification: 1, 2, 3, 4, 5, 8, 9, 10*, 11, 12, 14, 16, 17, 19, 20, 21, 23, materials and facilities provisions 27.000 and non-discrimination and professional assistance of Article 27.000, 28, 31, 34, 36, 37, 38, and 39.
*If applicable under the Michigan Tenure Act.

The parties agree that the issue of whether or not the Adult Education teachers teaching in the co-operative Agreement between the Bay City Public Schools and the Bay Arenac Intermediate School District are in the Association bargaining unit will be submitted to the Michigan Employment Relations Commission for a unit clarification ruling.

37.200

An adult education teaching class assignment will be at least forty-eight (48) hours.

37.300

Seniority in the program shall be based on the number of teaching class assignments taught. The seniority in the program shall be adjusted retroactively to September 1, 1975. When two or more teachers have the same length of service in the program, the teacher with the earliest sign date shall be considered senior. In the event a tie still exists, the teacher with the earliest birth date shall be considered senior.

37.400

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37.410

Courses suggested by adult education teachers, in accordance with administrative policies and procedures, may be offered on the schedule.

37.420

Adult education teachers shall have a major or minor qualification for any assignment.

37.500

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37.600

Teachers laid off shall not have their seniority broken and shall accumulate seniority. Other benefits shall be frozen for their use upon return. If a laid-off teacher is employed elsewhere, for a period not to exceed one (1) year, he/she shall also accumulate seniority.

37.700

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37.800

The hourly rate of pay for adult education teachers shall be the hourly pay rate as listed below:

	2008-2009		2009-2010	
	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>
Step 1	\$25.81	\$26.73	\$26.07	\$27.00
Step 2	\$27.01	\$27.41	\$27.28	\$27.68
Step 3	\$27.43	\$28.91	\$27.70	\$29.20
Step 4	\$30.09	\$30.47	\$30.39	\$30.78
Step 5	\$32.10	\$32.18	\$32.10	\$32.50

To determine the hourly rate for non-degreeed vocationally endorsed teachers in the Adult Education Program, the parties agree that the following indices (Steps 1-5 of the Appendix "A" Non-Degree Salary Schedule) will be applied to the Adult Education BA hourly rate.

Step 1	.75398
Step 2	.78532
Step 3	.81666
Step 4	.84790
Step 5	.87924

For purposes of determining the steps, the following will apply:

- Step 1 - 1 to 10 Assignments Completed
- Step 2 - 11 to 20 Assignments Completed
- Step 3 - 21 to 30 Assignments Completed
- Step 4 - 31 to 40 Assignments Completed
- Step 5 - 41 plus Assignments Completed

37.810

The adult education calendar shall include the following paid days based on three (3) hours per day.
Pre-school inservice (one per semester)

37.820

The adult education calendar shall consist of one student orientation session and no less than forty-eight (48) hours per assignment.

37.900

A full-time adult education teacher is a teacher who teaches seven (7) or more assignments per semester, or as otherwise agreed to by the parties. In the event that the definition of a full-time adult education teacher is changed, the insurance protections provisions in Article 38.910 below shall be changed accordingly.

37.910

Full-time adult education teachers shall be entitled to the insurance protections provided in Article 35.000. Less than full-time adult education teachers who wish insurance protection provided in Article 35.000 shall be entitled to such insurance protections as follows:

<u>Number of classes</u>	<u>Premium paid by Board</u>	<u>Premium paid by teacher</u>
Six (6)	Six-sevenths (6/7)	One-seventh (1/7)
Five (5)	Five-sevenths (5/7)	Two-sevenths (2/7)
Four (4)	Four-sevenths (4/7)	Three-sevenths (3/7)
Three (3)	Three-sevenths (3/7)	Four-sevenths (4/7)
Two (2)	Two-sevenths (2/7)	Five-sevenths (5/7)
One (1)	One-seventh (1/7)	Six-sevenths (6/7)

The part-time teacher's portion of the premiums shall be paid through equal payroll deduction. Any part-time teacher's premium payment which cannot be sufficiently covered by payroll deduction shall be paid in full by the part-time teacher within one week after the first paycheck.

37.920

A full-time adult education teacher shall have the following pay options: during the first semester the full-time adult education teacher's pay will be equally divided into bi-weekly (once every two weeks) paychecks with the last pay date to be two weeks prior to the first pay date of the second semester and/or during the second semester the full-time adult education teacher's pay be equally divided into bi-weekly paychecks to extend through the summer.

37.930

Currently employed adult education teachers who are certified and qualified and who apply for a K-12 position shall be granted an interview. The interview is not a guarantee of K-12 employment.

37.950

For full-time adult education teachers the amount of sick leave accumulated at a rate of eight (8) days per semester shall be 96 days. Accumulated sick leave shall be reported monthly on payroll forms and will be available in the office of the immediate supervisor. Full-time adult education teachers are eligible for Sick Leave Bank days in accordance with Article 7.000.

37.1000

Adult education teachers traveling between centers shall receive the stipend provided for in 1.610, Appendix "B."

37.1100

Adult education teachers who are hired effective with the 1994-95 School Year on a regular contract in the K-12 program shall not receive adult education teaching experience credit on the salary schedule, Appendix "A".

37.1200

The wages, hours and working conditions for the Adult Education Student Advisor shall be governed by the provisions of Article 38.000 Adult Education Program, except that:

- 1) The position is an interview position and the filling of the position shall be in accordance with Article 6.400,
- 2) Seniority shall accumulate at thirteen (13) class assignments per semester,

3) The aforementioned thirteen (13) class assignments per semester shall also be the basis for determining hourly rate of pay steps, and

4) The work week/year shall be thirty-five (35) hours per week/forty-two (42) weeks per year.

APPENDIX "A" SALARY SCHEDULES

NON-DEGREE VOCATIONALLY CERTIFIED TEACHERS NON-CERTIFIED NON-ENDORSED DEGREED TEACHERS

- A. Whenever possible, the Bay City Public Schools shall hire fully certified/endorsed teachers for the instruction of students, non-degreed vocationally certified teachers or non-certified, non-endorsed degreed teachers may be hired after the Bay City Public Schools has made reasonable but unsuccessful efforts to hire fully certified/endorsed teachers.
- B. The salary for non-degree vocationally certified and non-certified, non-endorsed teachers shall be seventy-five percent (75%) of the respective experience step of AB degree.
- C. No Industrial or non-teaching experience shall be allowed on the above schedule.
- D. Teachers covered under this Article are to earn six (6) semester hours of college credit annually toward a degree and certification program to keep their contract in force.

APPENDIX "A" SALARY SCHEDULE
2011-2012

STEP	INDEX	NON-DGR	INDEX	AB DEGREE	INDEX	AB+30	INDEX	MA DEGREE	INDEX	MA+30
1	0.75398	25,730	1	34,125	1.05000	35,831	1.11818	38,158	1.16834	39,870
1.5			1.02955	35,133	1.07955	36,840	1.14918	39,216	1.19929	40,926
2	0.78532	26,799	1.05909	36,141	1.10910	37,848	1.18017	40,273	1.23024	41,982
2.5			1.08864	37,150	1.13872	38,859	1.21116	41,331	1.26124	43,040
3	0.81666	27,869	1.11818	38,158	1.16834	39,870	1.24215	42,388	1.29223	44,097
3.5			1.14773	39,166	1.19787	40,877	1.27314	43,446	1.32323	45,155
4	0.8479	28,935	1.17727	40,174	1.22739	41,885	1.30413	44,503	1.35422	46,213
4.5			1.20682	41,183	1.25692	42,892	1.33513	45,561	1.38522	47,271
5	0.87924	30,004	1.23636	42,191	1.28645	43,900	1.36612	46,619	1.41621	48,328
5.5			1.26591	43,199	1.31598	44,908	1.39711	47,676	1.44721	49,386
6	0.91057	31,073	1.29545	44,207	1.34550	45,915	1.42810	48,734	1.47820	50,444
6.5			1.32500	45,216	1.37508	46,925	1.45906	49,790	1.50915	51,500
7	0.94181	32,139	1.35455	46,224	1.40465	47,934	1.49009	50,849	1.54010	52,556
7.5			1.38410	47,232	1.43422	48,943	1.52104	51,905	1.57114	53,615
8	0.97315	33,209	1.41364	48,240	1.46370	49,949	1.55207	52,964	1.60218	54,674
8.5			1.44319	49,249	1.49331	50,959	1.58306	54,022	1.63318	55,732
9	1.00449	34,278	1.47273	50,257	1.52284	51,967	1.61405	55,079	1.66417	56,790
9.5			1.50228	51,265	1.55242	52,976	1.64504	56,137	1.69517	57,848
10	1.03573	35,344	1.53182	52,273	1.58199	53,985	1.67603	57,195	1.72616	58,905
10.5			1.56137	53,282	1.61152	54,993	1.70703	58,252	1.75716	59,963
11	1.06706	36,413	1.59091	54,290	1.64104	56,000	1.73802	59,310	1.78815	61,021
11.5			1.62046	55,298	1.67052	57,006	1.76901	60,367	1.81915	62,078
12	1.09831	37,480	1.65000	56,306	1.70000	58,013	1.80000	61,425	1.85014	63,136
12.5			1.66978	56,981	1.71977	58,687	1.83813	62,726	1.88824	64,436
13	1.17163	39,982	1.75334	59,833	1.80525	61,604	1.94711	66,445	1.99911	68,220

1st Current Improvement	1,706	1,706	1,706	1,706
	61,539	63,310	68,151	69,926
2nd Current Improvement	2,992	3,080	3,322	3,411
	64,531	66,391	71,474	73,337
3rd Current Improvement	2,992	3,080	3,322	3,411
	67,522	69,471	74,796	76,748

These salary figures reflect a 0% (0 percent) increase over the 2010-11 school year salary schedule figures.

*Note - No steps, No Current Improvements awarded for the 2011-12 school year. Degree Advancements allowed and to be paid on June 22, 2012 payroll.

*Note - Five (5) furlough type days to be spread over the payroll dates following ratification through the June 8, 2012, payroll. Thereafter, no furlough type day reductions will occur beginning with the June 22, 2012, payroll. BCEA members shall be paid for all of their workdays, but at a reduced salary equivalent to the five (5) furlough type days spread over the payroll dates identified above.

Step 1 on the AB Salary Schedule will be the base for all Appendix "B" stipends.

For the 2011-12 school year only, one (1) personal leave day will be added to each BCEA member's second semester allotment.

Plus 5% non-contributory retirement to be paid by the School District.

APPENDIX "B" STIPENDS

Employees receiving Appendix "B" stipends shall be paid at the employee's choice as follows:

- (1) Annual stipends may be paid once a year at the completion of assignment; or twice a year, at the end of the first semester one-half (1/2) salary will be paid with the balance to be paid at the completion of the assignment; or quarterly, one quarter (1/4) of the salary to be paid at the end of each marking period, or bi-weekly on the regular payroll.
- (2) Semester stipends may be paid once a semester at the completion of assignment; or twice a semester; with the first payment at the end of the marking period and balance to be paid at the completion of assignment.
- (3) Seasonal stipends may be paid twice per season; first payment at mid-season with balance to be paid on completion of season; or once a season at the completion of assignment.
- (4) Hourly stipends may be paid at the completion of assignment, or bi-weekly on the regular payroll.
- (5) Special event stipends will be paid at the completion of the event.
- (6) Employees accepting any Appendix "B" assignment and are not able to fulfill the obligations of the assignment will be paid a full stipend less the cost of a substitute.

Previous experience in all categories shall be credited on the pay scale.

The stipend amounts listed represent a 2.0% (two percent) increase over the 2000-2001 school year stipends, a 3.25% (three and one-quarter percent) increase over the 2001-2002 school year stipends, a 3.75% (three and three quarter percent) increase over the 2002-2003 school year stipends, and a 3.25% (three and one-quarter percent) increase over the 2003-2004 school year stipends.

ARTICLE #	STIPEND	2008-09	2009-10 2010-11 2011-12
1.100	Professional work beyond school year -- 2.63% per week (Salary)		
1.110	Professional Development Presenter	\$27.34	\$27.61
1.200	Hourly Substitute/Curriculum Assistants	\$26.38	\$26.64
1.300	Driver Education (during school year) hourly rate = 4.75% of base salary divided by 48 hours		
1.400	Overload Assignment: High School, Intermediate and Elementary Schools--10% of base salary per semester		
1.400	Overload Assignment: High School Trimester Schedule – 8% of base salary per trimester		
1.410	High School Teacher Zero Hour Schedule (See Memorandum under Appendix "H") – (Per Semester or \$500 per Trimester)		\$750
1.500	F.M. Operator	\$26.38	\$26.64
	Traveling Teacher stipends below shall be prorated as follows for traveling teacher whose scheduled assignments do not require them to travel daily. Information pertains to 1.600, 1.610, and 1.620		
	Travels normally:		
	One day a week	20%	20%
	Two days a week	40%	40%
	Three days a week	60%	60%
	Four days a week	80%	80%
1.600	Traveling Teachers – annually or pro-rated per semester/term and mileage (Kindergarten teachers assigned to different schools; high school teachers traveling between high schools for their regular teaching assignments)	\$2,116	\$2,138
1.610	In that All Saints and Continuation School are attached to Central High School - persons involved receive per semester -- no travel allowance	\$534	\$539
1.620	Traveling Teachers – annually or pro-rated per semester and mileage (Special Area Teachers; i.e. Elementary Art, Music and Physical Education teachers)	\$1,068	\$1,078
1.630	District-wide Level Curriculum Support Positions (Per Semester)		
	First Year of Experience		\$1,000
	Second Year of Experience		\$1,200
	Third Year of Experience		\$1,400
1.700	Machine Repair - Vocational Equipment	\$19.98	\$20.18
2.000	ADVISORS AND SPONSORS		
2.100	High School Dramatics (Annual)		
	First Year of Experience	\$1,578	\$1,593
	Second Year of Experience	\$1,803	\$1,821
	Third Year of Experience	\$2,028	\$2,048
2.110	Middle School School Dramatics (Annual)		
	First Year of Experience	\$630	\$636
	Second Year of Experience	\$722	\$729
	Third Year of Experience	\$812	\$820
2.200	High School Yearbook (Annual)		
	First Year of Experience	\$1,578	\$1,593
	Second Year of Experience	\$1,803	\$1,821
	Third Year of Experience	\$2,028	\$2,048

ARTICLE #	STIPEND	2008-09	2009-10 2010-11 2011-12
2.300	High School Newspaper (Annual)		
	First Year of Experience	\$1,176	\$1,187
	Second Year of Experience	\$1,314	\$1,327
	Third Year of Experience	\$1,493	\$1,508
2.400	Literary Magazine (Annual)		
	First Year of Experience	\$1,175	\$1,186
	Second Year of Experience	\$1,314	\$1,327
	Third Year of Experience	\$1,493	\$1,508
2.500	Stagecraft (Annual)		
	First Year of Experience	\$1,432	\$1,446
	Second Year of Experience	\$1,603	\$1,619
	Third Year of Experience	\$1,815	\$1,834
2.600	Debate (Annual)		
	First Year of Experience	\$1,175	\$1,186
	Second Year of Experience	\$1,314	\$1,327
	Third Year of Experience	\$1,493	\$1,508
2.700	Forensics (Annual)		
	First Year of Experience	\$1,175	\$1,186
	Second Year of Experience	\$1,314	\$1,327
	Third Year of Experience	\$1,493	\$1,508
2.800	Audio Visual (Annual)		
	First Year of Experience	\$1,175	\$1,186
	Second Year of Experience	\$1,314	\$1,327
	Third Year of Experience	\$1,493	\$1,508
3.000	SPECIAL EDUCATION (ANNUAL)		
	Any Special Education teacher employed on or before September 1, 1975 shall continue to employ the stipend provided for in this series. Teachers who were employed in the district prior to September 1, 1975 and who may subsequently be assigned to Special Education positions, shall receive the stipend called for in this series. However, teachers commencing employment after September 1, 1975 who are assigned Special Education positions shall not receive said stipends.		
3.100	Orthopedic Physical Therapist, Diagnostician, Social Worker, Homebound, Speech Therapist	\$2,954	\$2,983
3.200	Special Education Teachers	\$2,552	\$2,577
3.300	Senior Designation	\$298	\$301
4.000	ACTIVITIES SUPERVISION		
4.100	School Plays - Per Event	\$16.78	\$16.95
4.200	Bus Chaperon - Per Event	\$25.08	\$25.33
4.300	Noon Duty, Hall Duty*		
	40 min. or more (Sem) 5% of Base/Sem.		
	Under 40 min. (Sem) 4% of Base/Sem.		
4.400	Study Hall		
	(H.S. as an extra assignment) 7.5% of Base/Sem or 5% of Base/Trimester Term		

*The parties agree that Appendix "B" Article 4.300 Noon Duty, Hall Duty positions will be filled by district-wide seniority. The parties further agree that said positions will be filled on an annual basis according to the needs of the school building.

5.000 Coaching and Athletic Assignments

Non-bargaining unit members except for athletic facilities manager hired to perform Appendix "B" 5.000 coaching and athletic assignments shall pay an Association guest membership dues equivalent to one (1) percent of the total wages received.

I. SELECTIONS

All athletic and intramural personnel will be appointed by the Administration. All athletic and intramural personnel will be appointed for one school year (for purposes of athletics a school year is August 10 to June 30).

All athletic and intramural personnel will be on a one-year contract. Notice of renewal will occur within thirty (30) calendar days after the completion of a season.

A. Notice of Vacancies

If an Appendix "B" 5.000 person has resigned a position or has not been renewed therein by the Administration, it shall be considered that a vacancy exists. When a vacancy(s) does exist, the posting of the position in the "Posting Newsletter" shall be made at least sixty (60) days before the fall season sport, by September 30 for winter sports, and by January 5 for all spring sports.

As indicated in the retention section herein, a suitable renewal form will be utilized, for persons being retained the same to be executed between the Administration and the person(s) involved in that position.

B. Rating Form

Uniform, system-wide applications for positions will be utilized. A system-wide rating form involving the use of a mathematical point total will be used in the evaluation and selection of the successful candidate from the applicants. The rating form will be used in all interviews for any position regardless of whether there is only one applicant.

C. Head Coach Involvement

The opinion of the head coach in any sport with respect to the successful candidate shall be given due consideration. Administration will make the decision which shall be final and binding.

D. Consideration of Present Staff Applicants Versus Non-Staff Applicants

1. If no qualified applicants apply from the present staff, or if the Administration finds no qualified applicants from the present staff, the Administration may then seek to fill the position by a non-staff person. In the event a non-BCEA member is employed in a coaching position and receives a favorable evaluation, that person may be retained for the next season.
2. If the Administration is unable to find either a present staff or non-staff qualified candidate for the sport that year, the Administration shall have the right or prerogative not to offer the sport or utilize the position involved. (Note: Insufficient interest with only a handful of participants could also be a factor in the decision.)
3. Currently employed qualified personnel shall be appointed to a coaching position.

E. Inter-relationships between High School and Middle School Positions

There shall be closer cooperation between Middle School Principals and High School Coaches. This cooperation will also exist between High School and Middle School Coaches.

The Middle School Program shall complement the High School Program. Head Coaches of High School sports programs should have input in the selection of coaches and the operation of the Middle School Programs. Administration reserves the right on all final decisions.

II. RETENTION

A. Evaluation

A seasonal evaluation shall be conducted as to all positions by the Principal or his/her building athletic administrator. High School head coaches will be involved in the evaluation of assistants. Middle School principals or their building athletic administrators will conduct evaluation sessions in their respective buildings. Such sessions will be conducted within three (3) weeks following the close of the season involved. This shall also apply to intramural personnel.

B. Renewal or Termination Form

If the series 5.000 person is not to be retained for the following season, he/she will be so notified on a termination form within thirty (30) calendar days following the end of the season. If he/she is to be retained for the following season, a uniform, "system-wide renewal" form will be signed to that effect between the Building Principal and the person involved.

C. Appeal Procedure

If a 5.000 person is not renewed for the following season and wishes to question the decision, he/she may within ten (10) days from the receipt of such notice request a meeting before an Appeals Committee. This Committee shall be composed of two Central Office administrators, a Building Athletic Administrator from a non-affected school and two teacher representatives of his/her choice. Such Committee shall afford the person a fair, due process hearing, and a chance to listen to the reasons for the decision of non-renewal, and a chance to present his/her case. Such Committee shall render a decision to support or overturn same and the Committee's decision shall be final.

III. EXCLUSION FROM GRIEVANCE PROCEDURE

All judgments made by the Administration in the foregoing process, as it deals with selection and/or retention, after the proper procedure has been followed, shall be final and binding and not subject to the grievance procedure or arbitration procedure of this Master Contract.

OTHER SIGNIFICANT FACTS

1. There is no obligation by the District to honor a renewal contract if said sport is not offered due to lack of available funds or reduction in sport offerings.
2. Intramural personnel follow the same procedure on selection and retention as do coaching personnel.
3. Athletic stipends will be paid twice per season (fall, winter, spring) as follows:
 - Fall Season: the first fall payment will be processed for the second non-payroll Friday in September; the second fall payment will be processed for the second non-payroll Friday in October;
 - Winter Season: the first winter payment will be processed for the second non-payroll Friday in December; the second winter payment will be processed for the second non-payroll Friday in February;
 - Spring Season: the first spring payment will be processed for the second non-payroll in Friday in April; the second spring payment will be processed for the second non-payroll Friday in May.Athletic stipend checks will be distributed by the Athletic Directors based upon completion of duty requirement.

ARTICLE #	STIPEND	2008-09	2009-10 2010-11 2011-12
5.000	COACHING AND ATHLETIC ASSIGNMENTS		
5.100	HIGH SCHOOL (Stipend per season unless otherwise indicated). An Assistant Coach promoted to Head Coach in the same sport will proceed to next year of experience.		
5.110	Football and Basketball, Head		
	First Year of Experience	\$5,123	\$5,175
	Second Year of Experience	\$5,178	\$5,775
	Third Year of Experience	\$6,299	\$6,362
5.111	Football and Basketball, Asst.		
	First Year of Experience	\$3,351	\$3,385
	Second Year of Experience	\$3,778	\$3,816
	Third Year of Experience	\$4,198	\$4,240
5.120	Wrestling, Swimming, Volleyball, Head		
	First Year of Experience	\$3,418	\$3,452
	Second Year of Experience	\$3,847	\$3,885
	Third Year of Experience	\$4,273	\$4,316
5.121	Wrestling, Swimming, Volleyball, Asst.		
	First Year of Experience	\$2,275	\$2,298
	Second Year of Experience	\$2,563	\$2,588
	Third Year of Experience	\$2,840	\$2,869
5.130	Baseball, Track, Softball, Soccer, Hockey, Head		
	First Year of Experience	\$2,508	\$2,533
	Second Year of Experience	\$2,828	\$2,856
	Third Year of Experience	\$3,136	\$3,167
5.131	Baseball, Track, Softball, Soccer, Hockey, Asst.		
	First Year of Experience	\$1,785	\$1,803
	Second Year of Experience	\$1,994	\$2,014
	Third Year of Experience	\$2,200	\$2,222
5.140	Golf and Tennis		
	First Year of Experience	\$1,836	\$1,854
	Second Year of Experience	\$2,070	\$2,090
	Third Year of Experience	\$2,294	\$2,317
5.141	Golf Asst.		
	First Year of Experience	\$1,181	\$1,192
	Second Year of Experience	\$1,348	\$1,361
	Third Year of Experience	\$1,486	\$1,501
5.142	Cross Country		
	First Year of Experience	\$2,341	\$2,364
	Second Year of Experience	\$2,637	\$2,663
	Third Year of Experience	\$2,929	\$2,959
5.150	Equipment Manager (Annual)		
	First Year of Experience	\$2,200	\$2,222
	Second Year of Experience	\$2,470	\$2,494
	Third Year of Experience	\$2,733	\$2,760
5.160	Athletic Facilities Manager (per game)		
	Varsity Football	\$139	\$140
	Varsity Basketball	\$84	\$85
	JV and Freshman Football and Basketball	\$66	\$66
	Varsity Volleyball	\$66	\$66
5.170	Head Trainer (Annual)		
	First Year of Experience	\$7,986	\$8,066
	Second Year of Experience	\$9,214	\$9,306
	Third Year of Experience	\$10,442	\$10,547

ARTICLE #	STIPEND	2008-09	2009-10 2010-11 2011-12
5.180	Building Athletic Director (Annual)		
	First Year of Experience	\$8,072	\$8,153
	Second Year of Experience	\$9,076	\$9,167
	Third Year of Experience	\$10,178	\$10,280
5.190	Cheerleading, Pompon, Flag, Majorettes		
	First Year of Experience	\$1,476	\$1,491
	Second Year of Experience	\$1,651	\$1,668
	Third Year of Experience	\$1,837	\$1,855
5.191	Science Olympiad Coaches (per hour)		
	First Year of Experience	\$16.24	\$16.40
	Second Year of Experience	\$18.25	\$18.43
	Third Year of Experience	\$20.28	\$20.48
5.200	INTERMEDIATE SCHOOLS		
	Because of the flexibility of intermediate school athletics, inter-school coaches shall receive the hourly rates as follows:		
5.210	Inter-School Coaches (per hour)		
	First Year of Experience	\$16.24	\$16.40
	Second Year of Experience	\$18.25	\$18.43
	Third Year of Experience	\$20.28	\$20.48
5.211	Intramural Coaches (per hour)		
	First Year of Experience	\$14.09	\$14.23
	Second Year of Experience	\$15.90	\$16.06
	Third Year of Experience	\$17.63	\$17.81
	Coaches of competitive teams (flag football, girls' and boys' basketball, girls' volleyball) shall be scheduled to work (80) hours per season and shall be responsible for meeting the assignment in order to receive the full pay.		
5.220	Cheerleader Coach		
	The Cheerleader Coach shall be scheduled to work forty (40) hours per season and shall be responsible for meeting the assignment in order to receive full pay. To be in compliance with the Title IX, Intermediate Cheerleading Coaches shall be paid the same hourly rate as Appendix "B" 5.210 Inter-School Coaches if Cheerleading is recognized as an inter-scholastic activity by the MHSAA (Michigan High School Athletic Association).		
	First Year of Experience	\$14.09	\$14.23
	Second Year of Experience	\$15.90	\$16.06
	Third Year of Experience	\$17.63	\$17.81
5.230	Academic Track/Head-to-Head Teacher Coaches		
	First Year of Experience	\$16.24	\$16.40
	Second Year of Experience	\$18.25	\$18.43
	Third Year of Experience	\$20.28	\$20.48
5.240	Science Olympiad Coaches (per hour)		
	First Year of Experience	\$16.24	\$16.40
	Second Year of Experience	\$18.25	\$18.43
	Third Year of Experience	\$20.28	\$20.48
6.000	MISCELLANEOUS		
6.100	Travel Allowance: Per IRS mileage reimbursement		

ARTICLE #	STIPEND	2008-09	2009-10 2010-11 2011-12
6.300	MUSIC		
	The parties agree that all previous experience as a band director, either high school or intermediate, shall be credited towards the years of experience for both the Assistant Band Director (H.S.) and Band Director (Intermediate) positions.		
6.310	Band Director (H.S.) - Annual (including Marching Band and Spring Show)		
	First Year of Experience	\$4,783	\$4,831
	Second Year of Experience	\$5,372	\$5,426
	Third Year of Experience	\$5,969	\$6,029
6.320	Vocal Music Dir. (H.S.) - Annual (including Spring Show and Swing Choir)		
	First Year of Experience	\$4,046	\$4,087
	Second Year of Experience	\$4,549	\$4,595
	Third Year of Experience	\$5,049	\$5,100
6.330	Ass't Band Director (H.S.) - Annual		
	First Year of Experience	\$2,393	\$2,417
	Second Year of Experience	\$2,686	\$2,713
	Third Year of Experience	\$2,985	\$3,015
6.340	Band Director (Intermediate) - Annual		
	First Year of Experience	\$1,197	\$1,209
	Second Year of Experience	\$1,347	\$1,360
	Third Year of Experience	\$1,492	\$1,507
6.400	Science Supply Coordinator (Annual)	\$1,492	\$1,508
6.600	Deans (Annual)	\$3,533	\$3,568
6.700	Counselors (Annual)	\$1,185	\$1,197
6.800	Coordinators (Annual)	\$2,934	\$2,964
	Those persons currently receiving the Cooperative Education Coordinator stipend shall continue to receive same for the duration of their employment with the District in that position. Persons assigned such coordinator positions after September 1, 1975 shall not receive said stipend unless prior to that date they had been employed by the District and had obtained the necessary qualifications to fulfill the position.		
6.810	Artist-In-School Program Coordinator		
	The parties agree that the Coordinator position in the Artist-In-School Program shall continue to remain in the Bay City Education Association bargaining unit. This position will be part of the bargaining unit member's regular assignment. If the bargaining unit member has a full-time assignment, the position will be an Overload Assignment. In the event, however, that no bargaining unit member selects this position, the Bay City Public Schools may employ a non-BCEA bargaining unit employee who shall be compensated in accordance to an Overload Assignment, as set forth in Article 1.400 of this Appendix "B." No other rights or benefits will be provided. When non-BCEA bargaining unit employees are hired, the position will be declared vacant and made available to BCEA bargaining unit members at each May Staffing Procedure. In addition, the bargaining unit member's assignment is reduced during a school year, that member shall have the right to select and be placed in the Artist-In-School position when that member's assignment is reduced.		
6.900	Crisis Team Facilitator (Annual)	\$1,185	\$1,197
7.000	Summer School (per hour)	\$27.34	\$27.61
	Evaluation shall be conducted by the Lead Teacher and Program Administrator within three weeks following the close of the Program. An "Unsatisfactory" evaluation shall require evidence of satisfactory performance in order to return to the following summer program.		

BAY CITY PUBLIC SCHOOLS

Coach / Teacher Evaluation

APPENDIX "B" ASSIGNMENT

Coach/Teacher/Sponsor's

Name _____ School _____

Assignment(s) _____ School Year _____

Quality of work performance in extra duty assignment:

_____ Satisfactory

_____ Unsatisfactory *(if unsatisfactory explain below)

*COMMENTS:

Evaluator's Signature

Date

Date

I certify that this evaluation was read and discussed with me and I will receive a copy for my records. My comments, if any, are stated below:

COMMENTS:

Coach/Teacher/Sponsor's Signature

Date

5/01

BAY CITY PUBLIC SCHOOLS

Renewal of

APPENDIX "B" ASSIGNMENT(S)

Coach/Teacher/Sponsor's

Name _____ School _____

Assignment(s) _____ School Year _____

Quality of work performance in extra duty assignment:

_____ Satisfactory

_____ Unsatisfactory *(if unsatisfactory explain below)

*COMMENTS:

Evaluator's Signature

Date

Date

Date

I certify that this evaluation was read and discussed with me and I will receive a copy for my records. My comments, if any, are stated below:

COMMENTS:

Coach/Teacher/Sponsor's Signature

Date

5/01

BAY CITY PUBLIC SCHOOLS

Termination Notice
APPENDIX "B" ASSIGNMENT

Coach/Teacher/Sponsor's

Name _____ School _____

Assignment(s) _____ Year _____

You are hereby released as of _____

For the following reason:

- _____ declined to take position
- _____ assignment eliminated by Board
- _____ unsatisfactory work performance
- _____ other *

* Reason(s):

Evaluator's Signature

Date

Acknowledgment of Receipt:

Coach/Teacher/Sponsor's Signature

Date

If you feel that this termination is in any way in violation of your rights of due process, you may submit a request for re-instatement before the Appeals Committee.

5/01

**BAY CITY PUBLIC SCHOOLS
ATHLETIC DEPARTMENT**

Coach Appraisal Form

Coach: _____ Assignment: _____

School: _____ No. of Years This Assignment: _____

Date: _____ Total Years in this Sport: _____

Team Success This Year: _____ WON _____ LOST

Team Success Career: _____ WON _____ LOST

Below Average Average Above Average Not Applicable

I. Professional and Personal Relationships:

1.1 Cooperation with A.D. in regard to submitting participant lists, parent permission and physical slips, year-end reports, program information relative to your sport. _____

1.2 Rapport with the athletic coaching staff. _____

1.3 Appropriate dress at practices and games. _____

1.4 Participation in a reasonable number of professional and in-service meetings. _____

1.5 Public Relations: Cooperation with newspapers, radio, T.V., Booster Clubs, parents, and interested spectators. _____

Athletic Department
 Coach Appraisal Form
 Page 2

	Below Average	Average	Above Average	Not Applicable
1.6 Understanding and cooperation with rules and regulations as set forth by all governing agencies of your sport.	_____	_____	_____	_____
1.7 Parent's Night, banquets, pep club, pep assemblies, band, letters to colleges regarding players, and encouragement of students to enter sports for the benefits that can be obtained from participation.	_____	_____	_____	_____
1.8 Sideline conduct at games toward players, officials, and other workers.	_____	_____	_____	_____
1.9 Works cooperatively with A.D. in budget matters.	_____	_____	_____	_____
1.10 Attends Athletic Council meetings.	_____	_____	_____	_____
II. Coaching Performance:				
2.1 Develops respect by example in appearance, manners, behavior, language, interest.	_____	_____	_____	_____
2.2 Supervision and administration of locker and training rooms.	_____	_____	_____	_____
2.3 Is well versed and knowledgeable in matters pertaining to your sport.	_____	_____	_____	_____

Athletic Department
 Coach Appraisal Form
 Page 3

	Below Average	Average	Above Average	Not Applicable
2.4 Has individual and team discipline and control.	_____	_____	_____	_____
2.5 Prepares for daily practices with staff so maximum instruction is presented utilizing all opportunities for instruction and plans for contests.	_____	_____	_____	_____
2.6 Provides for individual as well as group instruction.	_____	_____	_____	_____
2.7 Helps other coaches become better coaches.	_____	_____	_____	_____
2.8 Develops integrity within the coaching staffs and among fellow coaches.	_____	_____	_____	_____
2.9 Is fair, understanding, tolerant, patient, and sympathetic with team members.	_____	_____	_____	_____
2.10 Is innovative using new coaching techniques and ideas, in addition to using sound, already proven methods of coaching.	_____	_____	_____	_____
2.11 Is prompt in meeting team for practices and games.	_____	_____	_____	_____
2.12 Shows an interest in athletes in off-season activities and classroom efforts.	_____	_____	_____	_____

	Below Average	Average	Above Average	Not Applicable
2.13 Provides leadership and attitudes that produce winners and winning efforts by participants.	_____	_____	_____	_____
III. Related Coaching Responsibilities:				
3.1 Care of equipment, including issues, inventory and storage.	_____	_____	_____	_____
3.2 Is cooperative in preparation of non-league scheduling.	_____	_____	_____	_____
3.3 Is cooperative in sharing the use of facilities.	_____	_____	_____	_____
3.4 Understands place in the line of authority in relationship to: a. Head Coach - Athletic Director b. Head Coach - Assistant Coach	_____	_____	_____	_____
3.5 Shows self-control and poise in all areas related to coaching responsibilities.	_____	_____	_____	_____
3.6 Displays enthusiasm and vitality in assignment as a coach.	_____	_____	_____	_____
3.7 Keeps Athletic Director informed about unusual events within the sport activity.	_____	_____	_____	_____

IV. Suggested Recommendations in Areas Needed to be Improved:

V. Comments:

- Check One: To be recommended for continued assignment.
 To be recommended for reassignment, provided an understanding can be reached in areas where improvement is suggested.
 Not to be recommended for reassignment.

Evaluator's Signature

Coach's Signature

The signature of the coach does not necessarily indicate agreement with the appraisal on the preceding pages, but indicated he/she has seen it. The coach may attach a memo explaining his/her disagreement regarding any aspect of this evaluation.

12/96

APPENDIX "T"
SCHOOL CALENDAR 2011-2012

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Aug.	22	23	24	25	26
	29>	(30)<+	(31)\		

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Sept.				(1)<	2*
	5)	(6)	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Oct.	(3)\	4	5	6	7
	10+	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31^				

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Nov.		(1)\	2	3	4
	7+	8	9	10	11
	14	(15)	16	17	18
	21	(22)	23*	24)	25*
	(28)	29	30	26=	

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Dec.				1	2
	5+	6	7	8	9
	12	13	14	15	(16)
	19*	20*	21*	22*	23*
	26*	27*	28*	29*	30*

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Jan.	2*	(3)	4	5	6
	9+	10	11	12	13
	16	17	18	19	(20) 21=
	23	24	25	26	27
	30	31			

Based upon the District receiving the waiver from ISD & State, the parties agree.

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Feb.			1	2	3
	(6)\	7	8	9	10
	13+	14	15	(16)	17*
	20*	(21)	22	23	24
	27	28	29		

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Mar.				1	(2) 3=
	(5)+	(6)^	(7)	8	9^
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	(30)

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Apr.					
	2*	3*	4*	5*	6)
	9*	(10)	11	12	13
	16+	17	18	19	20
	22	23	24	25	27
	(30)\				

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
May					
		1	2	3	4
	7+	8	9	10	11
	14	15	16	17	18
	21	22	23	24	(25)
	28)	(29)	30	31	

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
June					
	4+	5	6	(7)	1/8=

- >** NEW TEACHER IN-SERVICE
< CLASSROOM PREPARATION
- STUDENTS IN SESSION
***** RECESS
+ BUILDING STAFF MEETING
) HOLIDAY
**** PROFESSIONAL DEVELOPMENT MEETING
^ PARENT-TEACHER CONFERENCE
= RECORD DAY
◇ UNAVAILABLE PERSONAL DAY - HIGH SCHOOL
○ UNAVAILABLE PERSONAL DAY - ALL STAFF
△ MME TESTING - H.S. ONLY
- SYMBOLS**

**SCHOOL CALENDAR
2011-2012**

NOTE #1 PARENT-TEACHER CONFERENCES

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings. On Monday, October 31, 2011, and Friday, March 9, 2012, students will not be in session to help facilitate the time required to accomplish Parent-Teacher Conferences.

NOTE #2 PROFESSIONAL DEVELOPMENT DAYS

Professional Development Days for staff will occur as follows: August 31, 2011, October 3, 2011, November 1, 2011, February 6, 2012, and April 30, 2012. Attendance is mandatory. Personal business leave days cannot be used. A doctor's statement is required for absences related to illness.

NOTE #3 RECORD DAYS

It is recognized that certain clerical tasks (i.e., test scoring, grade averaging, recording activities such as report card marking) must be completed at the conclusion of each semester/ term. It is agreed that such responsibilities require no less than one (1) day's work and that reporting to assigned buildings is not mandatory. In the 2011-12 school calendar, such days will occur on Saturday, January 21, 2012, and Friday, June 8, 2012 (for elementary and middle school programs). For high schools on a trimester schedule, record days shall occur on Saturday, November 26, 2011; Saturday, March 3, 2012; and Friday, June 8, 2012. It is agreed that these days are to be included as record days in the school calendar.

NOTE #4 UNAVAILABLE FOR PERSONAL BUSINESS LEAVE DAYS

For purposes of the use of Personal Business Leave Days (Section 8.203), the following dates cannot be used in the 2011-2012 school year:

- August 30, 2011 First Day of School Term
- August 31, 2011 P.D.
- September 1 & 6, 2011 Before/After Holiday Break
- October 3, 2011 P.D.
- November 1, 2011 P.D.
- November 15, 2011 Opening Firearm Season – Deer Hunting
- November 22 & 28, 2011 Before/After Holiday Break
- December 16, 2011 & January 3, 2012 Before/After Holiday Break
- January 20, 2012 End of Semester middle school & elementary
- February 6, 2012 P.D.
- February 16 & 21, 2012 Before/After Break
- March 2, 2012 End of Winter Trimester high school only
- March 5 & 7, 2012 H.S. Staff Only Before/After MME
- March 30 & April 10, 2012 Before/After Holiday Break
- April 30, 2012 P.D.
- May 25 & 29, 2012 Before/After Holiday Break
- June 7*, 2012 Last Day of School Term

***School closings impacting the revision of semester/ trimester start & end dates will impact the dates when Personal Leave Days can be used.**

Pursuant to Article 7.200, the amount of sick/leave days granted will be reported per the dates listed above (August 30, 2011 and January 23, 2012). School closings will not impact these dates.

OCTOBER 1, 2011 OPENING BOW SEASON – DEER HUNTING (FALLS ON SATURDAY)

“Appendix C”

MEMORANDUM OF UNDERSTANDING Between the BAY CITY PUBLIC SCHOOLS And the BAY CITY EDUCATION ASSOCIATION

January 20, 2012

As a result of Public Act 103 of 2011, the following provisions of the parties' collective bargaining agreement were removed to this appendix as being not enforceable, "prohibited" subjects of bargaining as applicable to Teachers within the bargaining unit. If a court or agency of competent jurisdiction concludes by January 31, 2017 that PA 103, in whole or in part, is unlawful, then the lawful provisions revert back to the Master Agreement and are enforceable to Teachers. These provisions, however, remain in full force and affect for those bargaining unit members not subject the Teachers' Tenure Act unless otherwise indicated.

3.000 RIGHTS OF THE ASSOCIATION

3.600

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers.

The private and personal life of any teacher is not normally within the appropriate concern or attention of the Board. However, if an incident arises, that in the opinion of the Superintendent would be detrimental to classroom performance or the school district, the Superintendent may exercise his administrative prerogatives. Any action taken against such teacher shall be subject to the grievance and/or tenure procedure.

6.000 VACANCIES, PROMOTIONS, AND TRANSFERS

6.100

Currently employed personnel shall be given first consideration in appointments to teaching positions.

6.200

All vacancies or newly-created positions within the bargaining unit shall be posted in the "Posting Newsletter" as they occur prior to May 1, but not less than five (5) days prior to the deadline for filing. Non-classroom positions such as Deans, Counselors, Librarians Coordinators, Consultants, Intervention Teachers, Content Coaches, Curriculum Implementers, or other positions designated in Article 18.250 General Rules are interview positions.

6.230

Vacancies occurring during the school year when regular classes are in session shall be filled on a temporary basis. Such vacancies, provided said positions have not been eliminated shall be filled permanently not later than the opening of the next school year.

6.300

An administrative vacancy or a newly-created administrative position shall be as it occurs, and in any event not less than ten (10) days prior to the deadline for filing. The Board's decision on the final selection of the candidate shall be final.

A teacher accepting an appointment to an administrative position, permanent or temporary (interim, acting, etc.) may return to the bargaining unit at the salary step he/she normally would have achieved, but all other rights will be frozen from the time he/she left the bargaining unit. A teacher returning to the bargaining unit within one (1) calendar year shall enjoy full rights.

A former teacher who is an administrator and who wishes to return to the bargaining unit shall notify the Board and the Association prior to May 1st of the preceding school year that he/she wishes to return. The former teacher shall have employment and assignment rights in the Program Staffing Process in accordance with his/her teacher bargaining unit seniority.

6.400

Since both parties to this Agreement concur that pupils are entitled to be taught by teachers who are within their areas of competence and who are fully qualified, the filling of vacancies within the bargaining unit shall be governed by the Board's careful consideration of the following factors: personal qualification (reliability, attitude, organizational abilities, flexibility, ability to establish working relationship with students and staff), experience, job related requirements, and length of satisfactory service to the District. In arriving at its judgment as to the successful candidate, the Board shall not arrive at a judgment which reflects arbitrariness, discrimination, or abuse of discretion. When the experiences, personal qualifications and job related requirements are substantially equal, the most senior applicant shall be the successful candidate.

6.500 PROGRAM STAFFING PROCEDURE

Involuntary transfers shall be minimized. Involuntary transfers shall occur only under the following conditions:

- a. To comply with Tenure Law
- b. Curriculum needs of school district
- c. Mental and/or emotional well being of a teacher and/or students
- d. Continuous "Need for Improvement" rating of a teacher in a given setting. The individual teacher and Association shall be notified, in writing, of any such transfer.

8.1100 SABBATICAL LEAVE

8.1160 STATUS ON RETURN FROM SABBATICAL LEAVE

A teacher returning from sabbatical leave shall be restored to his/her former teaching position.

Vacancies created by sabbatical leave shall be filled on a temporary basis.

10.000 TENURE PROCEDURES

The purpose of teacher evaluation is to promote growth and professionalism. The Bay City Public Schools process is based on the philosophy that teaching requires a highly skilled professional who utilizes best practices to promote student learning.

All teachers who have not achieved tenure will use Plan I (Individual Development) under the Bay City Public Schools (BCPS) Domains for Effective Teaching. The purpose is to ensure that BCPS Domains for Effective Teaching are understood, accepted and demonstrated, to provide support in implementing the BCPS Domains, to provided accountability for continued employment, to introduce beginning staff to programs, procedures, policies and expectations, to provide professional development experiences and support for new staff. Will have a joint meeting with administration to develop IDP. Administration will observe and evaluate performance and assist with Portfolio.

Timeline

Date	Item
August	<ul style="list-style-type: none"> *First Building Staff Meeting *Initial overview of process for staff *Share timelines for evaluation for school year
September	<ul style="list-style-type: none"> 2nd Monday – Required PD at Building – session on teacher evaluation *Give out tool *Explain goal setting *Explain timelines *Explain purpose Hold sessions for probationary at district level *Middle School / High School *Elementary
By September 15	Portfolio development inservice – optional but critical for probationary
By October 15	<ul style="list-style-type: none"> Non-tenure staff: *Complete draft of IDP (Form 1A) *Attend inservice on portfolio development and expectations
By October 15	<ul style="list-style-type: none"> Tenured staff: *Complete draft of Plan II Goal Outline Form *Attend inservice on portfolio development if interested
Oct 16 – Nov 9	<ul style="list-style-type: none"> Administrator meets with each individual/team/etc. to be evaluated for 30 minutes: *Reviews and confirms goals *Non-tenured: Sets up first observation date for probationary staff at the meeting *Tenured: Sets up observation date for visit if staff member chooses
By December 31	Complete first formal observation of probationary staff
1st week of January – February 28	Complete first formal observation of probationary staff
By Last day of March	Complete summative evaluation for probationary staff
By End of the School Year	Administrator will have me with each tenured teacher/team/etc. to confirm goal completion and to complete Final Summary Form

10.400

With the approval of the building Principal (Assistant Principal), the Teacher-Sponsor shall be freed from time to time to assist his/her Probationer. Such approval shall not be unreasonably withheld. The Teacher-Sponsor shall serve as an intermediary counselor and advisor to the Probationer and shall not be required to participate directly in Tenure Evaluation procedures.

11.000 TEACHER EVALUATION

11.100

The evaluation of the work of all teachers is the responsibility of the Administration. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

11.150

The contractual performance of all teachers shall be evaluated in writing. Evaluations shall be conducted by the teacher's immediate supervisor, an administrator working in the same building, the Superintendent or his/her designee from the Administrative staff of the District. All teachers have the right to know who their immediate supervisor is. In situations where the director of a program is not the teacher's immediate supervisor, a teacher may receive directives from his/her immediate supervisor that are in conflict with directives he/she has received from the director of the program. Should such a situation arise, the teacher should go to his/her immediate supervisor and request the immediate supervisor to work out a clarification with the director. The teacher will be notified of the resolution of the conflict. The Administration shall keep a log of time spent observing probationary teachers. The log shall show a minimum of 180 minutes of observation per teacher per evaluation year by administrative representatives.

11.200

Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth: provided, however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Teacher Tenure Act during the pendency of any grievance procedures, and (2) as to tenure teachers, pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Teacher Tenure Act and said Act shall thereafter govern all proceedings against the teacher.

11.300

It is recognized that the interest of the Probationary teacher can usually be best served by continuing in the same assignment which will provide continuity of evaluation. Therefore, probationary teachers will be reassigned only when a reduction of staff occurs, if their positions are selected by more senior teachers in the Program Staffing Process, or when, in the judgment of Administration, it would be in the best interest of the Probationer.

11.501

The Administration would recognize that the evaluation of a teacher's performance would take into account the level of auxiliary services, Administrative support, and materials/supplies provided. Other factors, such as class size, facilities, socio-economic background of the students, most recent previous teaching assignments shall also be considered.

11.502

Tenure teachers who are demonstrating the BCPS Domains for Effective Teaching will use Plan II (Professional Growth). The purpose is to ensure that PCPS Domains for Effective Teaching are understood, accepted and demonstrated, to improve student achievement, to enhance professional growth, to provide feedback on professional goals, and to align with school improvement initiatives.

Tenured Teachers in need of specific professional guidance in identified area(s) of the BCPS Domains for Effective Teaching will use Plan III (Teacher Assistance Program). The purpose is to enable a tenured teacher

the opportunity to seek assistance in any of the BCPS Domains for Effective Teaching, to provide a more structured process for a tenured teacher who by the determination of the administrative supervisor may benefit from additional support, and to provide due process for disciplinary action. The Three Phases are 1) Awareness Phase, 2) Assistance Phase, and 3) Disciplinary Phase.

16.000 PROTECTION OF TEACHERS

16.800

To encourage the free exchange between teacher and student, to eliminate the danger of recording remarks in a classroom out of context, particularly because of the existence of today's sophisticated recording devices, it is agreed that any record of classroom procedures, whether by mechanical, electronic or other means, shall be made only with the express permission of the teacher who then shall have the right to review and edit any part of the records. Any record made without the knowledge and permission of the teacher shall become the property of the teacher. This policy shall be made known to the student body of the School District and appropriate discipline shall be imposed for violation of this rule. This policy shall not be interpreted to exclude normal tenure observations as described in Article 10.000.

16.1100

Any disciplinary action must commence within thirty (30) calendar days after the alleged infraction. In extenuating circumstances, as determined by the Director of Personnel and Employee Relations, another thirty (30) calendar days shall be allowed.

16.1120

No material originating after initial employment will be placed in a teacher's personnel file unless the teacher has had a copy to review the material. If the teacher believes the material inappropriate or inaccurate, he/she may receive adjustment through the grievance procedure whereupon the material will be expunged from the file. If the teacher is asked to sign the material placed in his/her file, such signature shall be understood to indicate his/her awareness but in no instance shall said signature be interpreted to mean agreement with the content. All recommendations, written or oral, shall be based solely upon the contents of the teacher's personnel file.

16.1121

Any adverse material in a teacher's personnel file or the files of any administrator, representative, agent, official or member of the board shall be expunged within two calendar years after the date of insertion and destroyed forthwith.

All records of a disciplinary action up to and including suspension with pay and all documents related to the disciplinary action shall be expunged within two calendar years after the date of the incident that caused the discipline and shall be destroyed forthwith, except that if a same or similar proven infraction is committed within the two calendar year period, the two calendar year period shall begin again from the date of the incident of the ensuing proven infraction.

All records of a suspension without pay and all documents related to the suspension without pay shall be expunged within three calendar years after the date of the incident that caused the suspension without pay and shall be destroyed forthwith, except that if any proven infraction is committed within the three calendar year period shall begin again from the date of the incident of the ensuing proven infraction.

All records of criminal investigations must be destroyed forthwith if no disciplinary actions are taken.

16.1200 Due Process

The Board may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline of teachers.

No teacher will be disciplined, demoted, reduced in rank or compensation, dismissed, suspended with or without pay, deprived of any professional advantage or reprimanded without just cause.

Discipline of teachers will be in accordance with basic concepts of due process of law and will be subject to the Grievance Procedure as set forth in this Agreement. All information forming the basis for disciplinary action will be made available to the teacher and the Association. Provided, however, that as soon as the Board institutes procedures under the Teacher Tenure Act against such teacher, the grievance procedure shall be suspended, as provided in Article 11.200.

16.1300 Controlled Substances

The Bay City Public Schools support programs aimed at the prevention of substance abuse by School District employees. Pursuant to statutory authority, the School District will provide preventative educational programs and refer employees experiencing substance-dependency related problems for counseling, assistance and rehabilitation programs. Such counseling or request for information are confidential and unrelated to performance appraisals. Leaves of absence to obtain treatment shall be available under the sick leave/sick leave bank and other relevant leave provisions of the respective Master Agreements.

Any employee involved in the unlawful use, possession, or distribution of tobacco, alcohol, or illegal drugs on School District premises, work sites or educational activities will be subject to discipline, up to and including discharge. Therefore, the parties agree that any employee on School District premises, work site, or as part of any of its educational activities:

A) Who is under the influence of intoxicating liquor shall be subject to disciplinary action as follows:

OFFENSE	DISCIPLINE
First	Written reprimand with counseling required
Second	3 days suspension without pay with mandatory counseling (or discharge if does not participate in counseling)
Third	5 days suspension without pay with mandatory counseling (or discharge if does not participate in counseling)
Fourth	10 days suspension without pay with mandatory counseling (or discharge if does not participate in counseling)
Fifth	Discharge

B) Who is under the influence of, or involved in the unlawful possession or use of, illegal drugs shall be subject to disciplinary action as follows:

OFFENSE

DISCIPLINE

First

Written reprimand with mandatory counseling
(or discharge if does not participate in counseling)

Second (if the activity
involved would constitute
a misdemeanor under
Michigan law)

Suspension without pay for 3 days

Third (or second, if the
activity involved would constitute a
felony under Michigan law)

Discharge

C) Who is involved in the unlawful sale, manufacture, or distribution or dispensation of tobacco, alcohol, or illegal drugs shall be subject to disciplinary action as follows:

OFFENSE

DISCIPLINE

First (if the activity
involved would consti-
tute a misdemeanor
under Michigan law)

3 days suspension without pay with
mandatory counseling (or discharge, if
does not participate in counseling)

Second (or first, if
the activity involved
would constitute a
felony under Michigan
law)

Discharge

Any disciplinary action, including discharge, in A, B, and C above shall be subject to all applicable provisions in the respective Master Agreements, such as due process/ just cause and the grievance/arbitration procedure, or, if applicable, subject to the Michigan Teacher Tenure Act.

18.000 STAFFING PROCEDURE

18.150

Any teacher who is laid off and who in the future would reach age sixty-five (65) and who would lack up to two (2) years of service to acquire retirement benefits, shall be permitted to teach up to two (2) additional years so as to acquire such needed service, regardless of seniority.

18.200 Lay Off and Recall

A reduction of staff (number of teachers employed by the Board of Education) exists when the number of allocated positions for the succeeding year is less than the number of allocated positions of the preceding year minus the number of known retirements, leaves, deaths, newly-created and additional positions known as of May 1st.

Example A: Preceding year 500 positions
 Retirements, etc. - 20 positions
 480 positions
 Succeeding year 470 positions
 Reduction of staff exists

Example B: Preceding year 500 positions
 Retirements, etc. -20 positions
 480 positions
 Succeeding year 495 positions
 Reduction of staff does not exist

In the event of unforeseen change in student population or other conditions necessitating a reduction of the number of teachers employed by the Board of Education, the Superintendent shall notify the Association at least 90 days before the end of the school year if a lay-off of teaching personnel is contemplated.

18.210

If a reduction of staff becomes necessary, those with the least amount of service in this District shall be laid off first.

18.220

The notice given pursuant to this Article must be accorded a teacher at least thirty (30) days before he/she is to be laid off. However, for the fall semester/**term**, the Board shall give notice by the preceding June 15. In the event the Board does not give notice by the preceding June 15, the Board shall continue to pay the health insurance premiums for the full three month period following August 31 of the year or the full three month period after the effective date of lay-off if the lay-off is effective after August 31 but prior to the second semester.

18.230

Association representatives will serve as observers in both the lay-off and the rehiring process and in the transfers and assignments that may result from such lay-offs or rehires.

18.240

When there is an increase in teaching positions following such a lay-off or positions become available through natural attrition, the teacher with the most seniority meeting the minimum qualifications in the district shall be first to be re-employed. Such recalled employee must also have the necessary certification for the position to which he/she is recalled. If the position is less than one-half (1/2) of a full assignment, the teacher may refuse the recall and remain on lay-off status.

The parties further agree that any teacher who was recalled to a less than one-half (1/2) position but requested and was granted a leave under Article 18.140 for the 1984-85 school year shall be entitled to the amended Article 18.240 above.

18.241

In the event of a recall following a reduction of staff, Administration shall have the prerogative of assigning 6/7/8 grade teachers:

A. Teachers in grades 6/7/8 shall be in their major(s) or minor(s) areas of preparation with the following exceptions:

(1) Four (4) years of successful teaching experience in present assignment will allow teacher to retain current assignment as long as he/she completes six (6) hours of study per year toward acquiring a major/minor in that content area.

(2) For the 1983-84 school year, teachers in the following areas shall be in major/minor:

- a. Language Arts
- b. Exploratory Arts
- c. Library
- d. Reading Specialist**
- e. Physical Education/Senior Life Saving

For the 1983-84 school year, teachers in the areas of science, math, and social studies - certification shall rule.

(3) For the 1984-85 school year, all teachers 7/8 shall be in their major/minor fields with the exception of those "Grandfathered."

(4) Teachers who have taught for a period of ten (10) years or more in a subject area at the 6/7/8 grade level shall be allowed to remain in the same position they have been teaching without returning to school for major/minor, in that area.

18.250

A. When a reduction of staff does not exist, the provisions of Article 18.000 shall apply except as superseded by the following provisions:

1. A position in the lower one-third (1/3) of the total Bargaining Unit staff allocation for the succeeding school year will not be posted as a vacancy. If, however, that position is governed by another vacancy definition, then that position shall be posted as a vacancy.
2. All teachers, except for probationers who have achieved or will achieve tenure prior to October 1st of the next school year, shall be assigned their current assignments, if available.
3. A position which was previously posted as a vacancy but not selected in a program staffing process is no longer a vacancy, even though the position is held by a probationer who has achieved tenure or will have achieved tenure prior to October 1st of the next school year. In such cases the probationers shall be assigned their current assignments, if available.
4. In the event a position is not available and a lay-off is necessary, the least senior teacher certified/qualified shall be laid off first.

B. The parties agree that the filling of vacancies in accordance with Article 6.400 and 6.401 pertain to interview positions.

C. General Rules:

1. There is no "bumping" for positions of employees #1-300 or two-thirds (2/3) of available positions (whichever is least).
2. There are no displaced persons or displaced persons' rights.
3. The phases of staffing are:

a. **Phase One:** The most senior two-thirds (2/3) of allocation will be assigned their current assignments if available.

b. **Phase Two:** Remaining openings after Phase One will be selected by employees by seniority and qualifications. The teachers selecting openings in Phase Two shall be the most senior teachers (excluding all known leaves, retirements and deaths) within the total bargaining unit staff allocation number for the succeeding school year.

c. **Phase Three:** Remaining openings after Phase Two shall be selected by employees by seniority and qualifications. The teachers selecting openings in Phase Three shall be the most senior teachers (excluding all known leaves, retirements and deaths) within the total bargaining unit staff allocation number for the succeeding school year.

d. **Phase Outs:** Openings remaining after Phase Three shall be selected by seniority and qualifications. This phase out shall be repeated until no teacher wishes to select an opening.

4. In Phases Two, Three and Outs, a teacher must be qualified, certified and endorsed for position selected.

5. There can be no trading of positions by membership.

6. Positions listed on the board are determined by administration and, except for the positions vacated during Phases Two, Three, and Outs, must be listed in advance of Phase Two.

7. Positions will be listed by division, by building, by department at the secondary level (grades 6-12). (Examples: Science 1.0 WHS; Science/Math 1.0 CHS; English 1.0 WHS; Math 1.0 WMS; Science/Math 1.0 CHS; Home Economics/Language Arts 1.0 HMS). Positions that are listed may not be modified by the selecting teachers.

8. Specialized courses requiring qualifications will be noted.

9. Teachers who hold tenure in a position may not be replaced by teachers without tenure in position.

Effective with and including the Alternative Education Student Specialist position, teachers awarded newly created interview positions (positions filled in accordance with Article 6.400) shall not hold Tenure in Position in such positions. Newly created positions are positions which did not previously exist as contrasted with additional positions of currently or previously existing positions.

A teacher who was previously awarded an interview position shall continue to hold Tenure in Position for that position. However, in the event a teacher voluntarily leaves or left a position in which he/she held Tenure in Position, that teacher waives his/her right to Tenure in Position to the position that he/she voluntarily left. A transfer to the same position in another building or level does not constitute a waiver to Tenure in Position.

A teacher awarded an interview position of Content Coach or Curriculum Implementer, shall continue to hold Phase I rights for their bid position for a period of one school year. If the teacher wishes to return to their bid position the following school year, the teacher will notify Personnel and Employee Relations no later than April 1, thus relinquishing rights to their interview position. If the teacher remains in the interview position the following school year, the teacher relinquishes their bid position and Phase I bid rights. If an interview position is discontinued after the teacher has relinquished rights to their bid position, the teacher will select a position during Phase II staffing.

10. If a member cannot be present at Staffing Procedure a written proxy may be submitted to the Director of Personnel and Employee Relations five (5) days before the Major/Minor Procedure begins.

11. A vacancy is a Bargaining Unit Position from which a teacher has retired, died, bid out, taken a leave of absence which does not guarantee a return to assignment, a newly-created position or additional position, a position which has not been posted previously, a position which has been changed fifty percent or more, or a position the Board intends to fill of the lower 1/3 of the succeeding years total allocations.

The vacancy definition does not apply to an elementary split grade classroom which can be filled by the least senior teacher who is currently teaching one of the two split grade levels in the building. When a single grade classroom of one of the two grade levels in the split classroom becomes available in the building, the building teacher assigned the split grade classroom shall be offered first preference to select the single grade classroom assignment. If two or more teachers are entitled to the position, the more senior teacher shall have the right to the position.

12. Teachers in Special Education shall select level and building assignment vacancies according to seniority and certification and/or endorsement in a non-reduction of staff year.

13. Teachers with secondary certification (#1-300 or top 2/3 of allocation), whichever is least, whose current assignment has been eliminated and a vacancy for which they have a major or minor does not exist, shall be assigned by Administration to a 6/7/8 position. This teacher shall be required to become qualified in the area assigned by administration as defined by Article 18.251.

14. The Board shall make a good faith effort to provide, to the extent possible, full-time employment for teachers with higher seniority over lower senior teachers.

15. In determining the most senior two-thirds (2/3) teachers, for the succeeding school year all known leaves, retirements and deaths shall not be counted in the two-thirds (2/3) number. The two-thirds (2/3) most senior teachers shall be determined at the beginning of the May Phase Two/Three/Outs and shall remain constant for the succeeding school year.

16. In the event the BCEA President's seniority is within the upper two-thirds (2/3) total allocation, the released time BCEA President's assignment is not a vacancy and he/she shall be assigned to his/her previous assignment. The BCEA President may select another assignment in Phase Two, Three, or Outs. The teacher who fills the released time BCEA President's assignment has no assignment rights to the position. If a teacher who has assignment rights in the same department selects the position of the released BCEA President, that teacher forfeits his/her assignment rights to his/her previous position. The least senior teacher in the department vacated by the BCEA President shall be designated as the "BCEA President's position."

17. Credit earned by teachers to meet qualifications will apply to Current Improvement. If the credits are graduate hours, the credits shall also apply to BA + 30 or MA + 30 on the Salary Schedule.

18. When involuntary transfers are necessary, the least senior teacher who is qualified shall be involuntarily transferred.

19. Any teacher newly hired after the 1991-92 School Year for a classroom position which requires qualification, certification, or endorsement [such as but not limited to special education, bilingual, Academically Talented (Gifted/Talented) Program] in addition to a regular classroom teaching certificate shall

not have the right to bid out from the position until the teacher shall have served at least five (5) school years in the position for which the teacher was newly hired. If there are more teachers than positions in this category for a succeeding school year, the most senior teacher in the identifiable group shall have the right to bid another position, if available, for which the teacher is qualified, certified or endorsed. However, in the event a position for which the teacher was newly hired becomes available for a succeeding school year, the teacher must return to such a position until the five (5) school years requirement has been fulfilled.

20. Vacancies in the Opportunities Classroom Program, the Model School and the Alternative School shall be filled as interview positions in accordance with Article 6.000 VACANCIES, PROMOTIONS AND TRANSFERS. A teacher in the Opportunities Classroom Program, the Model School and the Alternative School does not hold tenure in that position.

Any teacher awarded a position in the Opportunities Classroom Program, the Model School or the Alternative School shall not have the right to bid out from the position until the teacher has served at least five (5) school years in the respective School. If there are more teachers than positions in the respective Opportunities Classroom Program, the Model School or the Alternative School for a succeeding school year, the most senior teacher in the respective Opportunities Classroom, Model School or Alternative School shall have the right to bid another position, if available, for which the teacher is qualified, certified or endorsed. However, in the event a position for which the teacher was awarded becomes available for a succeeding school year, the teacher must return to such a position until the five (5) school year requirement has been fulfilled.

18.251

Qualifications:

A. North Central criteria shall be used grades 6-12 for all teachers.

1. For the 1983-84 school year, any teachers #1-300 (2/3 of allocation) who do not meet North Central requirements will be given two (2) years grace period to acquire needed credentials for current assignment. Other teachers in grades 6-12 shall meet North Central requirements.

2. Reimbursement for tuition and textbooks shall be made to any teacher required to meet North Central requirements referred to in #1 above.

3. For the 1985-86 school year, all teachers teaching grades 6-12 shall meet North Central requirements.

B. Teachers in grades 6/7/8 shall be in their major(s) or minor(s) area of preparation with the following exceptions:

1. Four (4) years of successful teaching experience in present assignment will allow teachers to retain current assignment as long as they complete six (6) hours of study per year toward acquiring major/minor hours of study per year toward acquiring major/minor in that content area. Teachers having taught ten (10) years or more in a specific area at the 6/7/8 grade level shall be allowed to remain in the same position without working toward a major or minor.

2. For the 1983-84 school year, teachers in the following areas shall be in a major/minor:

a. Language Arts

b. Exploratory Arts

c. Library

d. Reading Specialist**

e. Physical Education/Senior Life Saving

For the 1983-84 school year, teachers in the area of Science, Math, and Social Studies -- certification shall rule.

3. For the 1984-85 school year, all teachers 7/8 shall be in their major/minor fields with the exception of those "grandfathered."

C. The following teachers in grades K-5 shall be certified, endorsed and in major/minor areas of preparation.

1. Librarians/Media Specialists

2. Reading Specialists**

3. Art

4. Music

5. Physical Education

a. For the 1983-84 school year, certification shall rule.

b. For the 1984-85 school year, teachers in areas of specialization listed above shall have major/minor or graduate degree in area of specialty.

*Reimbursement for tuition and textbooks shall be for any teacher required to return to school to meet qualifications.

**Three years of experience in Chapter I (Title I) or graduate level reading endorsement will be accepted in lieu of major/minor in reading.

D. Teachers in the area of Special Education shall meet requirements in certification and endorsement. Teachers in Special Education shall select level and building assignment vacancies according to seniority and certification/endorsement in a non-reduction of staff year.

E. In addition to holding major or minor, or specified credit hours, qualifications may also be met by certification of competency from an accredited, credit granting institution.

F. The following stipulations will clarify the expectations for teachers in the area of music:

1. In grades 6-12, teachers of music, as per North Central Qualifications Standards, shall have 24 semester hours of music with course work appropriate to the teacher's assignment. "Appropriate to the teacher's Assignment" is herein defined as follows: for vocal music, a minimum of 18 semester hours in vocal/choral music, inclusive of piano, choral ensemble, and/or voice training; for instrumental music, a minimum of 18 semester hours in instrumental music, exclusive of piano.

2. In grades 6/7/8 the required major/minor in music to teach vocal music is to be a major/minor in vocal music (or include a minimum of 15 semester hours of vocal music to include piano, vocal/choral ensemble, and/or voice training) and to teach instrumental music to be a major/minor in instrumental music (or include a minimum of 15 semester hours in instrumental music exclusive of piano).

3. Teachers designated by the district to teach music in the elementary level will have a major/minor or state endorsement in music, and that major/minor or endorsement is to include a minimum of 15 semester hours of instrumental music, if a specific portion of the assignment is in instrumental music.

4. Teachers assigned to teach music as of September 1984 are exempt from the vocal or instrumental requirements specified in this Article if within the past two years they have taught an identical music class at the same level for which they did not meet these requirements.

G. Teachers in the Academically Talented (Gifted/Talented) Program shall meet the following qualification requirements.

1. Elementary certificate or certification in subject area which will be taught.

2. Commitment to participate in a two (2) to five (5) day summer workshop prior to the first (1st) year of teaching in the Gifted Program.

3. Two (2) credit hours (as awarded by a credit-gathering institution or the local school district) introductory course in gifted education or commitment to take such course work prior to the second (2nd) year of teaching in the Gifted Program. A waiver of this requirement can be requested from the Office of Curriculum and Instruction for other training and/or classroom experience(s) in an Academically Talented Program.

4. Teachers awarded middle school assignments during Phase 1 staffing in the 1999-2000 and 2000-2001 staffing procedures waiving the above listed qualifications and requirements, shall be “grandfathered” into the Academically Talented (Gifted/Talented) Program.

H. Teachers in the Pre-school Program shall hold a ZA endorsement.

I. Physical Education teachers who teach swim class(es) shall meet Michigan Department of Education life saving requirement(s), including, but not limited to, Lifeguard Training Certification, First Aid and CPR Certification, and hold a WSI (Water Safety Instructor) certificate. These certifications must be maintained throughout the school year. All necessary certifications must be maintained in the Personnel and Employee Relations Office. The previous WSI requirement for all Physical Education teachers shall be applicable only to Physical Education teachers who teach swim class(es).

1. In the event the teacher does not submit the State of Michigan Life Saving Requirement Certificates and a copy of the WSI certificate to the Director of Personnel and Employee Relations and copies of same to the BCEA by May 1 of that school year, the teacher shall vacate the physical education position. The position shall be a vacancy and shall be posted for the ensuing May staffing process. The Physical Education teacher who vacated the position shall not be permitted to bid that position or another position which includes swim class(es) in future staffing processes unless he/she holds the State of Michigan Life Saving Certificates and a WSI certificate at the time of the staffing process.

2. If the vacancy is not bid by a bargaining unit member who holds the State of Michigan Life Saving Requirement Certificates and a WSI Certificate during Phases One, Two or Three, the vacancy may be bid during the Phase Outs by a bargaining unit member who has less than a full-time position, is certified to teach physical education, meets life saving requirement(s) but who does not hold a WSI certificate. The bargaining unit member shall be subject to the conditions in paragraph 1 above and complete the State of Michigan and WSI requirements prior to the start of the school year.

3. If the vacancy remains unfilled at the end of the May staffing process, the Bay City Public Schools shall fill the vacancy with a new hire who holds the necessary teaching State of Michigan Life Saving Requirement Certificates and WSI certificates for the vacancy. If the Bay City Public Schools can not hire an individual who holds both these certificates by the first Monday in August, the Bay City Public Schools shall notify the BCEA of such case by the first Wednesday in August.

The parties shall then meet and agree upon a resolution of the matter on or before August 15th.

18.252

I. Procedure:

A. Phase One:

High School

Prior to the commencement of Phase One, the building principal and the DLP of each department shall meet to discuss department staffing concerns and review the Course Selection Matrix. DLPs shall provide the principal with the names of department members and the names of their co-teaching partner who intend to select “inclusive” sections. Partnered co-teachers shall have read the job descriptions for High School Inclusion Classroom positions. Only co-teaching teams, which have notified their DLPs and principal of their intent to bid “inclusive” section(s), shall be allowed to bid “inclusive” section(s). Should it be determined that an individual’s class selection will be restricted, an Items of Concern meeting will be held with the individual, the building principal, and the Association President addressing said restriction.

In the event more than one co-teaching team intends to bid the same “inclusive” sections, the team with the highest average seniority shall have rights to the section(s).

Team A

EXAMPLE: Member 1 Seniority Number = 150
Member 2 Seniority Number = 155
Total Seniority = 305
 $305/2 = 152.5 = 153$ Team Average Seniority

Team B

Member 1 Seniority Number = 450
Member 2 Seniority Number = 20
Total Seniority = 470
 $470/2 = 235$ Team Average Seniority

This example identifies Team “A” with the highest average seniority. Team “A” has seniority greater than Team “B” for assignment staffing rights for the “inclusive” section(s). Less than whole numbers shall be rounded up to the nearest whole number when making this calculation.

The “inclusive” sections shall be identified when departments bid in Phase One. To provide common planning/conference time for co-teaching partners, no more than one member shall select sections within an identified group of inclusion sections within his/her department.

Phase one will commence by teachers selecting four (4) classes and one(1) conference period by seniority and assignment rights for each term as identified by the Course Selection Matrix. Should a teacher select a class disregarding the above-mentioned restrictions, the procedure shall stop and the building principal will place said teacher into a class selection before the procedure continues.

Middle School

All teachers remain in their current assignments/teams as they are currently staffed. Any vacant positions due to retirements, leaves of absences, or newly created assignments are placed into a pool of available positions. Any teacher wishing to vacate his/her assignment may opt to place his/her assignment into the pool of available positions. Teachers at their respective buildings will exercise their district seniority and assignment rights to select positions. This selection process will be conducted in a series of rounds until all choices have been exhausted. Any position vacated in one round cannot be selected until the next round. Teachers may select only open positions to which they have assignment rights. Teachers holding split assignments in subject areas may choose either of the two subject areas, if certified.

Elementary School

Any vacant positions due to retirements, leaves of absences, or newly created assignments are placed into a pool of available positions at their respective buildings. After establishing the pool of available positions, teachers at their respective buildings will exercise their district seniority and certification to select positions. This selection process will be conducted in a series of rounds until all choices have been exhausted. A position vacated in one round cannot be selected until the next round.

1. Teachers with seniority numbers that place them in the top two-thirds (2/3) of the total number of staff positions to be filled for the following school year will be recognized as "High Seniority Teachers" and will be assigned their current assignments, if available.
2. If any High Seniority Teacher does not want to return to his/her current position, he/she must pass to Phase Two.
3. If a High Seniority Teacher's assignment is not available, he/she must pass to Phase Two.
4. In exercising his/her seniority assignment rights, a Middle or High School (Grades 6-12) teacher shall not cause another teacher to be bumped out of the department nor cause a reduction of another teacher's assignment allocation if there are other classes available that the senior teacher may select.
5. Except as restricted by number 4 above, a teacher who holds assignment rights in two departments, including a full assignment in one department. The vacancy definition of fifty percent (50%) or more change in position shall not be applicable in this situation. After all the teachers who have assignment rights in the department select their classes, the resulting full or partial position(s) become(s) the vacant position(s) and shall be posted in accordance with applicable General Rules.

If a teacher who holds assignment rights in two departments or buildings, selects a full assignment in one department, the teacher forfeits his/her assignment rights in the department and building from which the teacher departed.

B. Phase Two:

1. Starting with Seniority No. 1, all teachers will be allowed to select any position vacant after Phase One for which they are qualified and certified. The teachers selecting openings in Phase Two shall be the most senior teachers (excluding all known leaves, retirements and deaths) within the total bargaining unit staff allocation number for the succeeding school year.
2. If a High Seniority Teacher selects an open position, he/she relinquishes all rights to any assignment he/she may have been assigned to in Phase One.
3. In Phase Two teachers can make a selection only once.

C. Phase Three:

1. Starting with Seniority No. 1, all teachers will be allowed to select any position vacant after Phase Two for which they are qualified and certified. The teachers selecting openings in Phase Three shall be the most senior teachers (excluding all known leaves, retirements and deaths) within the total bargaining unit staff allocation number for the succeeding school year.

2. If a High Seniority Teacher selects an open position, he/she relinquishes all rights to any assignment they may have selected in Phase Two.
3. In Phase Three teachers can make a selection only once.
4. After all positions possible have been filled through Phase Three, involuntary transfers shall be made in compliance with provisions of Article 6.600.

D. Phase Outs: (After Phase Three has been completed, the requirements for major or minor as qualifications for any remaining 6/7/8 grade split assignment shall be waived for that portion of the position which is less than fifty percent (50%) of the assignment.)

1. Starting with Seniority No. 1, all teachers will be allowed to select any remaining opening for which they are qualified and certified. This Phase shall be repeated until no teacher wishes to select an opening.
2. If an opening is not available for a teacher at the conclusion of this phase, he/she will be laid off.

II. Timing Procedures:

The Program Staffing Process will include Major and Minor procedures.

A. The "Major Procedure" shall consist of Phase One, Phase Two, Phase Three, and Phase Outs. Positions available shall be listed ten (10) days prior to Phase Two, Three, and Outs. Phase One will be completed by the First Wednesday in May and Phases Two, Three, and Outs will commence on the First Thursday in May.

B. "Minor Procedure" shall commence on the third Wednesday of June. A "Minor Procedure" shall consist of only Phase Two, Phase Three and Phase Outs.

(1) Phase Two: Openings from retirements, leaves of absence, and layoffs will be selected according to qualifications/seniority. Teachers selecting openings in this Phase shall be the most senior teachers within the total bargaining unit staff allocation as established in the prior May Major Procedure.

(2) Phase Three: Openings that occur in Phase Two will be selected according to qualifications/seniority after Phase Two is completed.

(3) Phase Outs: Openings that occur in Phase Three will be selected according to qualifications/seniority after Phase Three is completed. This Phase shall be repeated until no teacher wishes to select an opening. Except in emergencies as determined by the Director of Personnel and Employee Relations teachers must be present to select openings in this Phase.

(4) Openings that occur during this Minor Procedure as teachers select assignments from Phases Two, Three and Outs and unfilled posted vacancies shall be filled by the most senior/qualified teacher who can be recalled to fill the opening.

(5) Any teacher hired to fill a vacancy occurring after the June Staffing Process shall be employed on a regular probationary contract, except when there is a certified/qualified teacher who holds Letter of Intent rights. If such a Letter of Intent teacher exists, the teacher hired to fill the vacancy shall be employed on a Letter of Intent contract rather than on a regular probationary contract.

A Letter of Intent teacher, including those who have Letter of Intent rights but are not employed, shall have the right to interviews for unbid posted vacancies for which he/she is certified and qualified before the vacancies are permanently filled. The right to an interview does not include the right to employment on a regular probationary contract.

Whether a teacher is employed on a regular probationary contract or on a Letter of Intent contract, the filling of the vacancy is temporary and shall be posted for permanent filling in accordance with the Master Agreement and past practice.

Whenever a vacancy occurs after the June Staffing Procedure, the Bay City Public Schools shall notify the Bay City Education Association of the vacancy before filling the vacancy. The vacancy shall be filled temporarily with a certified/qualified new hire on a regular probationary contract, except when there is a certified/qualified teacher who holds Letter of Intent rights. Certified teachers include teachers who hold Endorsements approved/issued or could be approved/issued by the Michigan Department of Education.

If the Bay City Public Schools is unable to hire a certified teacher (a new hire or teacher who holds Letter of Intent rights) and still wishes to fill the vacancy, volunteers, beginning with the most senior who is certified/qualified for the position, shall be first sought from the existing teaching staff. However, if the parties agree that a voluntary transfer by a teacher would create a detrimental effect on the curriculum area from which the teacher would leave, the vacancy shall be offered to the next lower senior teacher(s).

If there is no volunteer and an involuntary transfer then becomes necessary, the least senior teacher who is qualified shall be involuntarily transferred as provided in Article 6.500 b., and Article 18.250, General Rules.

Regardless of how the vacancy is filled, the filling of the vacancy is temporary. If the vacancy is available for the next school year, the position shall be posted for permanent filling for the following May Staffing Procedure.

(6) Whenever a Kindergarten teacher bids into a position other than the teacher's immediate prior position, including other Kindergarten assignments, because the prior position is not available for the following (upcoming) school year, the teacher shall have rights to the prior position if the position is restored between the June Staffing Process and the fifth day of class in the Fall, pursuant to the Leveling Process in Article 27.220. If the Kindergarten position is restored but is not selected by the Kindergarten teacher who held the position, that teacher relinquishes his/her previous rights to that position. If the position is not restored, the teacher shall have rights in accordance with his/her seniority to select other Kindergarten positions available. A reduction of a 1.0 Kindergarten position to a 0.5 position shall mean that the position was not available.

Elementary certified teachers whose positions have been eliminated between the June Staffing Process and the fifth day of class in the Fall shall have the right in accordance with their seniority to select temporarily (a) the positions vacated by the above Kindergarten teachers as a result of selecting their restored positions, (b) a Kindergarten position restored but not selected by the above Kindergarten teachers, or (c) another unfilled position. Other remaining unfilled positions shall be assigned temporarily with new hires.

C. In the event of a lay-off, the teacher to be laid off will be notified by certified mail thirty (30) calendar days prior to the effective date of the lay-off.

18.260

Teachers would not be subject to a lay-off because of seniority may, nevertheless, elect a reverse seniority lay-off as defined in this Article. A teacher who would be willing to take such a lay-off for a semester, trimester or a school year, in the place of a more junior seniority teacher, shall file the appropriate letter indicating such an intent with the office of the Director of Personnel and Employee Relations. Such letter must be filed by March 1, prior to the close of the school year or December 15, prior to the second semester which is the subject of the lay-off.

When the Board finds it necessary to make lay-offs, it will do so, as far as possible, from those teachers who have filed an election for such reverse seniority lay-off.

Teachers on reverse seniority lay-off shall be provided with full insurance benefits as set forth in Article 35.000, shall accumulate seniority, and following the school year of the lay-off shall, if such position is open, be restored to same, at the next salary step up from the one he/she was on at the time the reverse seniority lay-off was granted. As an example, if it was for the second semester he/she will advance one-half (1/2) step on the salary schedule.

The teacher electing such reverse seniority lay-off shall be entitled to draw unemployment benefits as would be available to him/her under a normal lay-off.

It is recognized that the intent of this section is not to force the School District into incurring any additional expense as a result of the reverse seniority lay-off option. If such teacher cannot be replaced through the normal reassignment of involuntary transfer process, or be replaced by a laid-off teacher, the reverse seniority lay-off may be denied by the Director of Personnel and Employee Relations.

25.000 TEACHING HOURS AND ASSIGNMENTS

25.400 High Schools

25.412

The parties agree to the present practice of recognizing seniority for scheduling and assignment purposes.

Seniority or length of service is a recognized criteria in the assignment and scheduling of teachers, provided that the teachers in the department involved are assigned classes for which they are certified to teach, have the competency to teach the classes involved, are not being asked to teach more than two preparations per term because of the senior teacher's selection of courses, class scheduling problems are met, no teacher is asked to take an unusual lunch period, and class schedule leveling considerations are met.

25.414

A teaching assignment beyond the provisions of Article 25.410, with the most senior teacher's consent, shall be recognized as an overload and shall be paid for at the rate set in the attached Appendix "B." A first or second year Probationary teacher shall not be assigned an overload if a tenure teacher is available. With the approval of the Director of Personnel and Employee Relations, a third or fourth year probationary teacher may be assigned an overload. Overload assignments are to be discouraged. Notification of such overload assignments shall be given to the Association.

25.416

A teacher may be assigned with his/her consent, non-teaching responsibility such as noon or breakfast supervision, study hall, or hall duty. Such assignment shall not be recognized as a regular assignment as set forth in Article 25.410 or an overload, and shall be paid for at the rate set in Appendix "B".

25.419

Teaching assignments in Article 25.410 may be altered by mutual agreement between the Association and the Administration.

25.422

Teachers will be assigned in compliance with all Articles in this section plus the following provisions:

- (a) No teacher will be assigned more than three hundred forty (340) minutes of instruction except in the case of an overload.
- (b) No special concessions in the assignment of conference periods will be made.
- (c) Teaching assignments in keeping with the seniority provisions of Article 25.412 will be implemented prior to the beginning of each semester/trimester term.

25.500 Middle Schools

25.511

A teaching assignment beyond the provisions of Article 25.510, with the most senior teacher's consent, shall be recognized as an overload and shall be paid for at the rate set in the attached Appendix "B." A first or second year probationary teacher shall not be assigned an overload if a tenure teacher is available. With the approval of the Director of Personnel and Employee Relations, a third or fourth year probationary teacher may be assigned an overload. Overload assignments are to be discouraged. Notification of overload assignments shall be given to the Association.

25.521

All teachers employed in the sixth, seventh or eighth grade level shall be assigned within the scope of their teaching certificate and/or their major or minor field. If a teacher's certificate does not identify a major or minor, the teacher's transcript shall be used to make such a determination.

Seniority or length of service is a recognized criteria in the assignment and scheduling of teachers, provided that the teachers in the Department involved are assigned classes for which they are certified and qualified to teach, are not being asked to teach more than three preparations because of the senior teacher's selection of courses, class scheduling problems are met, no teacher is asked to take an unusual lunch period, and class schedule leveling considerations are met. Furthermore, teachers will not be required to teach more than fifty percent (50%) lower level classes unless they so chose.

25.522

To accomplish departmentalization in grades six, seven, and eight when a vacancy occurs in these grades, the Principal, with the consent of the teacher, shall adjust assignments in keeping with Article 25.521 before posting a vacancy.

25.523

In order to implement the Middle School Program, other functional assignments are necessary and these shall be made with mutual consent.

25.900 Summer School

25.912

In filling such positions, consideration will be given a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and previous regular and summer school teaching experience.

It is agreed by Administration that in filling future summer school vacancies, Bay City Education Association qualified applicants whose summer school teaching experiences, if satisfactory, in a specific program, which has not been interrupted will be given assignment, schedule, and number of hours preference over BCEA qualified applicants who have never participated in a specific summer program or whose summer school teaching experience is less, regardless of district-wide seniority. However, in no event, will the exercising of seniority cause the elimination of sections after the Administration has made every effort to hire both bargaining unit members and guest teachers to fill all positions.

Once a teacher has been employed in a specific summer school program, as a rule their employment continues from summer to summer. However, this might not be the case for the following reasons:

Reduction of teaching personnel in a specific program; unsatisfactory performance; total elimination of the program; not qualified because of some certification change, etc.

Once a teacher, who has served in one of our specific summer programs, elects not to teach in this specific program for a particular summer and wants to return to this specific program the following year or in years to come, he/she must apply and then will be given due consideration along with other applicants. However, if a teacher applies for and is granted a leave of absence, as provided in the Master Agreement, his/her continuity of employment shall not be broken. Such original leave and any subsequent renewals shall be granted at the discretion, when applicable, of the Director of Personnel and Employee Relations. Seniority shall accumulate during such leaves if provided in the Master Agreement. If seniority does not accumulate, such teacher shall continue to enjoy his/her accumulated seniority at the time the leave was granted.

Seniority for specific summer programs shall be based on the number of summers employed.

25.916

If two or more applicants are equal in every respect for a specific position, and if one of the applicants is an Association Representative, he/she shall be given preference.

27.000 TEACHING CONDITIONS

27.500 Volunteers

Volunteers and other school employees shall not perform Association bargaining unit member job duties and responsibilities, except in cases of extreme emergencies. Non-bargaining unit members may be hired for Appendix "B" positions under the provisions of Appendix "B."

A volunteer is never considered a substitute for a member of the school staff and is never expected to perform professional duties.

A school volunteer does not:

- 1) Diagnose or prescribe instructional materials or programs.
- 2) Present or select appropriate materials including purchasing of books or other materials with school funds unless done under the supervision of principal and/or teachers
- 3) Counsel students
- 4) Evaluate student progress
- 5) Give any medication

The teacher and/or principal are the professionals who plan instruction and are responsible for what happens in the building. The volunteer works under the direction and supervision of the Professional, providing supplemental, supportive services.

Athletic and intramural volunteers may be utilized, provided that a paid coach is assigned to the team or intramural program for which the volunteer is coaching.

The Board shall indemnify and hold harmless the Association from any lawsuit and liability arising from the Board's utilization of volunteers.

27.830 Acceptable Use of Internet/Intranet

The parties agree that all other provisions of this Agreement, including but not limited to: Grievance Procedure (Article 12.000), Just Cause (Article 16.1200), Academic Freedom (Article 23.000), Association Rights (Article 3.000), Working Conditions (Article 27.000), Professional Development (Article 25.330), and Evaluation (Article 11.000), remain in full force and effect and the specific provisions outlined in this Article regarding acceptable Internet/Intranet use do not supercede any of the other provisions of this Agreement.

27.860 Discipline-Related Issues

27.870

The parties agree that proficiency, or lack thereof, in the use of the Internet/Intranet shall not be used in a negative fashion for evaluation purposes of a bargaining unit member without an individual development plan and proper training being implemented.

27.875

Bargaining unit members shall not be disciplined for a student's misuse of the Internet/Intranet unless appropriate supervision was not provided.

30.000 HIGH SCHOOL DEPARTMENT LIAISON PERSONS

30.250

DLP's shall be evaluated annually using the Appendix "B" Evaluation Form.

36.000 MISCELLANEOUS

36.302

Any probationary substitute teacher, under a "Letter of Intent," shall be evaluated according to the tenure procedures of the Master Agreement.

36.304

Substitutes who have been employed as "Letter of Intent" substitute teachers, according to their "seniority," will be given priority for long-term substitute positions after these positions have been offered to laid-off BCEA members.

37.000 ADULT EDUCATION PROGRAM

37.400

During the registration period the semester class schedule shall not list the names of the teachers. The most senior adult education teacher shall select the assignments first and the other adult education teachers shall then select their assignments in order of their seniority and qualifications.

When additional classes are placed on the schedule of classes, the most senior qualified teacher will be offered the assignment.

Within five (5) days after the start of the first class session, the Director shall make the final determination of which classes will be offered and which courses will be dropped. In order of their seniority adult education teachers, whose classes are dropped, may bump the least senior adult education teachers' assignments offered at the same times of the dropped classes, if qualified.

37.500

If a reduction of staff in the program becomes necessary, the teachers with the least seniority in the program shall be laid off first. When there is an increase in teaching positions following such a lay-off or positions become available through natural attrition, the teacher with the most seniority in the program shall be the first to be recalled. Such recalled employee must have the necessary certification and qualification(s) for the position to which he/she is recalled.

37.700

Assignments in the evening adult education program shall be offered first to K-12 teachers who taught in the program prior to the 1989-90 school year in accordance with their seniority in the program, second to adult education teachers according to their seniority in the program (including those adult education teachers who are teaching less than full-time in a K-12 program in any school district but excluding those adult education teachers who are teaching full-time in another school district), and third to K-12 teachers in accordance with their District-wide seniority and adult education teachers who are teaching full-time in another school district's K-12 program. K-12 teachers shall not be bumped from their assignments.

AGREED,

AGREED,

Signed by Shelly Ouellette
BAY CITY PUBLIC SCHOOLS

Signed by Rick Meeth
BAY CITY EDUCATION ASSOCIATION

1-27-12
Dated

1-27-12
Dated

APPENDIX "C"

Middle School

Phase One Grade Selection

Guidelines

April 30, 2002

Pursuant to Article 18.252 Middle School Phase One Procedure:

The Joint Bargaining Committee met and discussed Article 18.252 as it pertains to the Middle School Staffing process. The following guidelines for application of Article 18.252 were agreed upon:

1. The Phase One Staffing Procedure will be conducted at a time and site to be determined prior to the Major Procedure.
2. During the Phase One procedure, counselors, special area(s) teachers, special education teachers and itinerant staff, exploratory teachers, music teachers, foreign language teachers, teachers in the PAT programs (PAT, PATMAG, PAT Cluster), teachers in the Bilingual programs, Title I Reading teachers, Reading Recovery teachers, teachers in Gifted/Talented, Librarians, and Career Ed. teachers may only select vacancies from within their assignment/program.
3. All teams remain intact as they are currently staffed.
4. Any vacant positions due to retirements, leaves of absence, newly-created positions or positions whereby no member(s) holds bidding rights are placed into a "pool" of available positions.
5. Any teacher wishing to vacate his/her current team assignment may opt to place his/her assignment in the "pool" of available positions.
6. After establishing the "pool" of available positions, teachers at the respective buildings will exercise their district seniority and assignment rights to select positions. This selection process will be conducted in a series of rounds until all open positions are filled. A position vacated in one round cannot be selected until the next round.
7. Teachers may only select open positions to which they currently have assignment rights. For example: if a teacher is currently in a 7th grade Language Arts assignment, he/she may only select an opening in a 6th, 7th or 8th grade Language Arts position, if certified. If a teacher is currently in a 6th grade Science assignment, he/she may only select an opening in 6th, 7th or 8th grade Science position. Teachers holding split assignments in subject areas may choose either of the two subject areas, if certified. For example, a 6th grade Language Arts/Social Studies teacher may select a 6th, 7th, or 8th grade Language Arts, Social Studies or Language Arts/Social Studies position.

AGREED,

AGREED,

signed by Neil J. Kent
BAY CITY PUBLIC SCHOOLS

signed by Kevin Stapish
BAY CITY EDUCATION ASSOCIATION

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING
between the
BAY CITY PUBLIC SCHOOLS
and the
BAY CITY EDUCATION ASSOCIATION

The parties recognize that specific language, previously agreed upon by the parties, was inadvertently omitted in the Agreement between the parties covering 2001-2002 through the 2004-2005 School Years.

The parties agree that the language should read as follows:

18.000 STAFFING PROCEDURE

18.252

1. Procedure:

A. Phase One:

5. Except as restricted by number 4 above, a teacher who holds assignment rights in two departments, **INCLUDING ASSIGNMENTS IN DIFFERENT BUILDINGS, MAY SELECT CLASSES FROM EITHER DEPARTMENT**, including a full assignment in one department. The vacancy definition of fifty percent (50%) or more change in position shall not be applicable in this situation. After all the teachers who have assignment rights in the department select their classes, the resulting full or partial position(s) become(s) the vacant position(s) and shall be posted in accordance with applicable General Rules.

If a teacher who holds assignment rights in two departments or buildings, selects a full assignment in one department, the teacher forfeits his/her assignment rights in the department and building from which the teacher departed.

AGREED,

AGREED,

signed by Neil J. Kent
BAY CITY PUBLIC SCHOOLS

signed by Kevin Stapish
BAY CITY EDUCATION ASSOCIATION

Dated 4-30-02

Dated 04-30-02

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

July 6, 2011

The parties recognize the job description and expectations of the position of Co-op Coordinator. Based upon the work performed in conjunction with local business establishments (employers for students enrolled in the co-op program) who are open at times outside of the normal BCEA workday, the parties further recognize the need for this position to be flexible in order to successfully perform the expectations of the job.

Therefore, the parties agree this position will have a flexible work schedule which includes the potential to attend meetings in the evening and other hours of the day (outside of the normal workday for BCEA members); however, the contractual number of hours worked for high school level BCEA members will still apply.

AGREED,

AGREED,

Signed by Shelly Ouellette
BAY CITY PUBLIC SCHOOLS

Signed by Kevin Stapish
BAY CITY EDUCATION ASSOCIATION

7-14-11
Dated

7-14-11
Dated

APPENDIX "E"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

May 3, 2007

Initially, on December 4, 2002, the School Nurse Program was discussed and resolved during a meeting of the Joint Bargaining Committee (JBC). The resolution was as follows and has been executed again for the 2007-08 school year:

1. The Joint Bargaining Committee (JBC) supports offering the School Nurse Program through Bay Health Systems.
2. The present School Nurse Program being offered through Bay Health Systems will continue for the 2007-08 school year.
3. It is understood that school nurses remain in the recognition clause (2.100) of the Master Agreement between the Bay City Public Schools and the Bay City Education Association.
4. The current School Nurse Program is strictly supplying health care to students. No direct instruction to students is being provided.
5. The Bay City Public Schools financial situation will be reviewed annually and these positions will be reinstated as BCEA positions as soon as appropriate finances are available or the School Nurse Program is discontinued by Bay Health Systems.

This Memorandum of Understanding will need to be executed annually. Approval will depend upon the status of the District's finances and the School Nurse Program offered through Bay Health Systems.

AGREED,

AGREED,

Signed by Shelly Ouellette
BAY CITY PUBLIC SCHOOLS

Signed by Kevin Stapish
BAY CITY EDUCATION ASSOCIATION

5-3-07
Dated

5-3-07
Dated

APPENDIX "F"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY EDUCATION ASSOCIATION

and the

BAYCITY PUBLIC SCHOOLS

April 2, 2002

Pursuant to Article 25.310 Load and Assignments the parties agree, without precedent, to the following working conditions as they pertain to future scheduled Parent-Teacher Conferences:

It is recognized that attendance at Parent-Teacher Conferences is a part of the necessary duties of bargaining unit members.

It is also recognized that from time to time a member may not be able to be in attendance during the scheduled Parent-Teacher Conferences.

In order to receive full pay and not be charged sick leave, personal leave or docked time for the time missed, the member agrees to the following:

1. If the member is a classroom teacher, he/she will contact a minimum of twenty-five (25) parents either by telephone, appointment or e-mail.
2. If the member has less than twenty-five (25) students assigned, he/she will contact all parents.
3. For a member not assigned classroom responsibilities, he/she will submit a plan for make up to his/her supervisor and the Director of Human Resources.

The member will submit the documentation of parent contacts to his/her supervisor and the Director of Human Resources within thirty (30) days of the missed Parent-Teacher Conference(s).

AGREED,

AGREED,

S/Neil J. Kent

S/Kevin Stapish

BAY CITY PUBLIC SCHOOLS

BAY CITY EDUCATION ASSOCIATION

APPENDIX "G"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

June 21, 2007

The parties recognize the difficulty for Athletic Directors to perform their duties related to evaluation, supervision, and discipline of athletic personnel as most of these individuals are part of the same bargaining unit. The parties also recognize the need for administrative staffing at the high school level and the need for counseling services at the elementary level.

Therefore, the parties agree to the following:

- The High School Athletic Director duties will become part of the BCASA union beginning with the 2007-08 school year and will include high school assistant principal duties/responsibilities.
- Two (2) counselor positions will be designated for the elementary level. One current elementary counselor, Penny Zacharko, will be maintained in this role for 2007-08 and one position will be posted to the membership as an interview position.
- Should the future staffing not include the above-stated two (2) counselor positions, the parties agree to determine through the JBC process the two (2) positions to be staffed in the BCEA union in lieu of the two (2) Athletic Director positions.
- Building assignments for the elementary counselor positions will be determined by administration.
- Provisions for posting/filling the High School Assistant Principal/Athletic Director BCASA positions are a responsibility for the BCASA bargaining unit. Postings related to any BCASA positions will be posted with the BCEA union membership pursuant to the BCEA contract.
- Pursuant to the Memorandum of Understanding between the BCASA union and Bay City Public Schools, the parties also agree that should Mr. Fraser attain the Central High School Assistant Principal/Athletic Director position, he shall maintain the ability to continue holding his coaching assignment through the BCEA master agreement and be paid accordingly through the BCEA provisions.
- Furthermore, pursuant to the Memorandum of Understanding between the BCASA union and the Bay City Public Schools, the parties also agree that at the conclusion of Mr. Fraser's service in this capacity, the Central High School Head Football Coach Appendix "B" assignment shall be posted and filled according to contract.

AGREED,

AGREED,

Signed by Shelly Ouellette
BAY CITY PUBLIC SCHOOLS

Signed by Kevin Stapish
BAY CITY EDUCATION ASSOCIATION

6-21-07
Dated

6-21-07
Dated

APPENDIX "H"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

May 5, 2003

The parties agree, without prejudice to either parties' position, to add a new area of professional growth as a means to gain Current Improvement credit pursuant to Article 15.000 of the BCEA Master Agreement. The Bay City Public Schools' Teacher Mentoring Program provides experiences that promote personal and professional growth through training and contact with colleagues.

Therefore, the parties agree, that a Mentor who participates in the Bay City Public Schools' Teacher Mentoring Program may choose as an option to gain three (3) current improvement credits for ninety (90) hours of contact during one (1) school year as a Mentor. The hours of contact must be reported on the appropriate forms as used in the Mentor Program and submitted to the Associate Superintendent for Quality School Improvement for approval and to the Director of Human Resources/Labor Relations for notification.

As part of the Bay City Public School District Mentoring and Induction Handbook, Mentor Incentives are offered as a stipend or college credits. Through this agreement, Current Improvement credit is another option offered as an incentive for participating as a Mentor. In the Fall of each school year, it is necessary for BCEA members in Mentor positions to inform the Human Resources department of their incentive choice.

AGREED,

AGREED,

Signed by Neil Kent
BAY CITY PUBLIC SCHOOLS

Signed by Thomas Brady
BAY CITY EDUCATION ASSOCIATION

5-5-03
Dated

5-5-03
Dated

APPENDIX "J"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

May 3, 2007

The parties agree that a new Appendix "B" stipend will be added to the BCEA Master Agreement for High School Teachers who teach "zero" hour courses with a schedule that requires a non-work period and the need to return to hold seminar class.

The parties recognize the contractual language contained in Article 25.410 which states, "The parties agree that the normal teaching load inclusive of a lunch and conference period shall fall within five (5) consecutive blocks, except as provided in 25.415 concerning "overload assignment." Fridays shall consist of seven (7) blocks inclusive of conference and lunch." Due to the non-consecutiveness of the schedule for "zero" hour teaching staff at the high school level, the parties agree to create the new Appendix "B" stipend in the amount of \$ 750.00 per semester.

The parties further agree the class periods in which the teacher is not assigned a class related to the "zero" hour schedule shall be non-duty time. The teacher is not required to stay in the building as this is their personal time and is non-work related.

AGREED,

AGREED,

Signed by Shelly Ouellette
BAY CITY PUBLIC SCHOOLS

Signed by Kevin Stapish
BAY CITY EDUCATION ASSOCIATION

5-3-2007
Dated

5-3-2007
Dated

APPENDIX "L"

MEMORANDUM OF UNDERSTANDING
between the
BAY CITY PUBLIC SCHOOLS
and the
BAY CITY EDUCATION ASSOCIATION

May 14, 2001

The parties agree to recognize individuals, to date, that were hired at a time when previous service time was not reflective in the starting salary (1992 – 1997). Therefore, in this effort, the parties further agree to grant the following individuals with fourteen (14) sick leave days per years of prior service pro-rated, not to exceed a total of ninety-eight (98) sick leave days. These days will be added to the individual's personal sick leave balance.

Michael Austin	7 days
Gregg Barber	7 days
Daniel Byrne	7 days
Michelle Micsak	14 days
Lori Draves	14 days
Drew Pinter	14 days
Dale Roberts	14 days
Cynthia Thomas	14 days
Charles Anthony Villano	14 days
Gerard Anthony	14 days
Leanne Pearce	14 days
Sharon Lupo	21 days
Diane Oberlies	21 days
Dora York	21 days
John Essex	21 days
Diane Brown	28 days
Jeff Dillon	28 days
Bethany Rayl	28 days
Reyna Timm	28 days
Lisa Gano	28 days
Tim Bailey	35 days
Craig Heydenburg	35 days
Anne Livingston	35 days
Lisa Wieck	35 days
Nancy Durocher	42 days
Kristin Haynes	42 days
Linda McNary	42 days
Ruth Odle	42 days
Veronica Welter	42 days
Karol Syring	49 days
Durrell Caister	56 days
Colleen DeSanto	63 days
Donald Tilley	70 days
David Staudacher	70 days
Susan Stine	70 days
Elena Velasquez	70 days
Deborah Cherry	84 days
Sandra Raffa	84 days
Steven Syring	84 days

Linda Hartz	91 days
Sheila Mast	91 days
Diana Jacobs	98 days
Janet Schloff	98 days
Judith Zanotti	98 days
Patricia Hansen	98 days
Karen Rauschenberger	98 days
Barb Sardo	98 days
Carol Sprague	98 days
Mary S. Toyzan	98 days
Brenda Bascom	98 days
Karin Thomas	98 days
Cynthia Snyder	98 days
David Burzyck	98 days
Judy Dacey	98 days
Carol Heron	98 days
A. Michael Jacqmain	98 days
Karen Armstrong	98 days
Dan Beamish	98 days
Bernadette Adair	98 days
Brenda Lee	98 days
Arlene Stremming	98 days
David Bertie	98 days
Julie Sullivan	98 days
Penny Zacharko	98 days

APPENDIX "L" IS A HISTORICAL DOCUMENT ONLY AND KEPT FOR REFERENCE ONLY (1-20-2012).

38.000 DURATION OF AGREEMENT

38.100

This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, except herein otherwise provided, and shall become effective January 27, 2012. The full Agreement shall then continue in full force and effect and be legally binding on the parties hereto until 12:01 A.M. June 30, 2012, and from year-to-year thereafter unless either party serves notice in writing upon the other party by March 1 prior to the expiration date of this Agreement.

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the authorized representatives of the parties in written and signed amendment.

38.200

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may elect its representatives from within or outside the School District, provided, however, that neither negotiating team shall exceed seven (7) in number at the table. It is recognized that no final agreement between the parties may be executed without ratification by the Association and the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions subject only to ultimate ratification.

38.300

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 27th day of January, 2012.

BAY CITY EDUCATION ASSOCIATION

Richard Meeth, President
Janelle Arnold
Jane Chase
Kevin Stapish
G.J. Zanotti
Saun Strobel, Executive Director

BAY CITY BOARD OF EDUCATION

Marie McFarland, President
Pauline Helmling, Vice President
Charles Hewitt, Secretary
Patrick O'Shea, Treasurer
Michael Wilcox, Trustee
Ben Gibson, Trustee
John Billette, Trustee
Douglas Newcombe, Superintendent
Shelly Ouellette, Director of Personnel
and Employee Relations
Sarah Dufresne, Director of Finance and
Accounting
Adair Aumock, Director of Curriculum
Patrick Tobin, Asst. Director of Personnel
and Employee Relations
Angie Germain, Asst. Director of Finance
and Accounting