

TENTATIVE CONTRACTUAL AGREEMENT – November 10, 2008

Between the Bay City Education Association and the Bay City Public Schools Board of Education for the 2008-10 School Years

Calendar

- Calendar for the 2008-09 is attached.
- Calendar for the 2009-10 is attached.

Wages/Benefits

Wages

For the 2008-09 school year:

- A full step advancement on the Appendix "A" Salary Schedule has occurred for the 2008-09 school year.
- Members on the 13th step and beyond prior to the 2008-09 school year receive a 1% increase to the Appendix "A" Salary Schedule.
- Appendix "A" Salary Schedule for 2008-09 has been revised to reflect the above agreement and shall be attached to this document.
- On December 12, 2008, a one-time off-schedule payment of \$400 will be made to each member currently enrolled as a full family or 2-person subscriber for health insurance.
- On December 12, 2008, a one-time off-schedule payment of \$200 will be made to each member currently enrolled as a single subscriber for health insurance.
- On December 12, 2008, a one-time off-schedule payment of \$400 will be made to each member currently taking the annuity in-lieu of health insurance.

For the 2009-10 school year:

- A full step advancement on the Appendix "A" Salary Schedule will occur for the 2009-10 school year.
- A one percent (1.0%) increase to the Appendix "A" Salary Schedule will occur for the 2009-10 school year for all employees.
- A one percent (1.0%) increase to the Appendix "B" Salary Schedule will occur for the 2009-10 school year.
- Appendix "A" & "B" Salary Schedules for 2009-10 are attached to this document.
- On December 11, 2009, a one-time off-schedule payment of \$400 will be made to each member currently enrolled as a full family or 2-person subscriber for health insurance.
- On December 11, 2009, a one-time off-schedule payment of \$200 will be made to each member currently enrolled as a single subscriber for health insurance.
- On December 11, 2009, a one-time off-schedule payment of \$400 will be made to each member currently taking the annuity in-lieu of health insurance.

Kevin [Signature]
11-10-08

Shelly [Signature]
11-10-08
1

Benefits

Article 34.400 shall now read:

The Board shall provide complete health care protection for a full twelve-month period through MESSA Choices II 3U Plan with a \$10/\$20 Prescription Drug Card or equivalent Blue Cross-Blue Shield insurance protection without cost of the premium to the teacher. The teacher may purchase MESSA Super Care I (One) with a \$10/\$20 Prescription Drug Card. The cost will be the difference between the full family, two-person, or single rate as identified in the published MESSA Super Care I plan rates and the MESSA Choices II 3U published plan rates. This bi-weekly payment shall be made through a Section 125 payroll deduction (pre-taxed) as established by the District. The change to the Choices II 3U plan will be effective January 1, 2009.

[Handwritten Signature]
11-10-08

[Handwritten Signature]
11-10-08

7.000 SICK LEAVE AND SICK LEAVE BANK

7.100

The primary purpose of the accumulated sick leave days allowance 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 applies only to absences resulting from illness, injury or incapacitation of the employee and not absences caused by illness, injury or incapacitation in the immediate family, ~~except as described in Article 8.000.~~

The primary purpose of the annual leave allotment days 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 Leave days as well as sick leave days 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 amount of annual leave allotments/sick/leave 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 as 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-illness of an employee, the Director of Human Resources may require a doctor's statement verifying the usage/illness, or in the case of the employee's personal illness, the employee may be required ~~the employee~~ 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.

Kevin Steyer
11-10-08

Shelly Quattro
11-10-08

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 of 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 two thousand (2,000) days, the Sick Leave Bank Appeal Board shall assess each employee the number of days of his/her annual leave allotment ~~sick leave~~ necessary to insure the Sick Leave Bank attains ~~days to a~~ minimum of two thousand five hundred (2,500) days. The number of ~~sick leave~~ 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 Superintendent's 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.

Shelly Quillotto
11-10-08

Shelly Quillotto
11-10-08

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 president of the Administrators' Association,~~ the presidents of the participating non-teaching organizations, ~~two (2) Central Office Administrators~~ and the Superintendent or his/her designated representative.

7.512

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

7.513

~~An annual~~ monthly report of the Sick Leave Bank will be published ~~in the "Superintendent's Newsletter,"~~ including a statement of the number of days granted from the Bank and; the number of days remaining in the Bank, ~~and the cost of the days granted.~~

7.600 Maternity Leave

Before an ~~female~~ employee will be granted sick pay for maternity leave ~~pregnancy,~~ the employee ~~she~~ must present to the Director of Human Resources a written documentation certificate from a her physician indicating the need for maternity leave, ~~at in his/her~~ opinion ~~she is no longer able to regularly perform her work because of her pregnancy condition.~~ Should Administration have any questions about the inability to work, even if there is her own doctor's statement, Administration could then exercise the right to have her undergo an examination by a separate doctor engaged by the District.

An employee on maternity leave must notify the Director of Human Resources 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 Human Resources 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.

Shelly Quillette
11-10-08

Shelly Quillette
11-10-08

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

8.200

Leaves of absence with pay chargeable against the teacher's annual leave allotment allowance 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 Human Resources. 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 Human Resources 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 Human Resources. The Director of Human Resource's decision on the justification will be final.

Kevin Stapp
11-10-08

Shelly Quillotto
11-10-08

APPENDIX "B" STIPENDS

The following section will be added to Appendix "B."

(3a) 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 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 requirements.

*Kevin
Spart
11-10-08*

*Shelly
Overlette
11-10-08*

Changes due to Trimester Schedule

Article 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.

Article 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.

Article 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.

Article 8.1130 Application

Applications shall be filed with the Office of Superintendent by November 1, for leave beginning the following September. For leave beginning ~~the second semester~~, 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 ~~the second semester~~ 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.

Article 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.

Kevin Slapet
11-10-08

Shelly Quillette
11-10-08 8

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.

Article 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 ~~semester term~~ or the entire year and by December 1st for the second semester 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 five-(5) 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.

Article 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.

Article 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

*Beverly
Stephens
11-10-08*

*Shelly Ouellette
11-10-08* 9

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 first-class selection will be restricted, an Items of Concern meeting will be held with the individual, the building principal, the department DLP, 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 fourthree (43) classes and one (1) conference period by seniority and assignment rights for each term as identified by the Course Selection Matrix; followed by teachers selecting two (2) additional classes by seniority and assignment rights. Should a teacher select a class disregarding the above-mentioned restriction(s), the procedure shall stop and the building principal will place said teacher into a first-class selection before the procedure continues.

Article 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 Human Resources. Such letter must be filed by March 1, prior to

Kevin [Signature]
11-10-08

Shelly Quillette
11-10-08

the close of the school year or December 15, prior to the second semester which is 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 of the full school year or first semester. 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 Human Resources.

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 Human Resources on a case-by-case basis.

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~~ five (45) consecutive ~~periods~~ blocks, except as provided in 25.415 concerning "overload assignment." ~~Fridays shall consist of seven (7) blocks inclusive of conference and lunch.~~

[Handwritten signature]
11-10-08

[Handwritten signature: Shelly Duelle]
11-10-08

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 ~~three~~ 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.

25.413

~~The normal teaching load shall consist of a maximum of 30 Connections classes not to exceed one Connections class per week. Connections class will be on a credit/no-credit basis with teaching responsibilities limited to curriculum delivery.~~

25.415

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

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, ~~inclusive of Seminar and Connections~~ 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.

25.423

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: ~~*All illustrative examples include four (4) minutes additional per day to bank instructional time for use in the Spring for students to take the MEAP test.~~ 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.

Brian Stephens
11-10-08

Shelly Quillette
11-10-08

**HIGH SCHOOL
TRIMESTER ILLUSTRATIVE MODEL
2009-2010 2001-2005**

MONDAY- FRIDAY WEDNESDAY THURSDAY

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

DUTY TIME 7:40 AM – 7:45 AM	
1 st BLOCK 7:45 AM – 9:10 AM	
PASSING 9:10 AM – 9:20 AM	
2 nd BLOCK 9:20 AM – 10:45 AM	
PASSING 10:45 AM – 10:55 AM	
3 rd BLOCK 10:55 AM – 12:20 PM	LUNCH-A 10:55 AM – 11:20 AM
PASSING (not counted as instructional) 12:20 PM – 12:25 PM	PASSING (not counted as instructional) 11:20 AM – 11:25 AM
LUNCH-B 12:25 PM – 12:50 PM	5 th BLOCK 11:25 AM – 12:50 PM
PASSING 12:50 PM – 1:00 PM	
6 th BLOCK 1:00 PM – 2:35 PM	
DUTY TIME 2:25 PM – 2:30 PM	

*Begin
Sept
11-10-08*

**HIGH SCHOOL
ILLUSTRATIVE MODEL
2001-2005**

TUESDAY

DUTY-TIME	
-----------	--

*Shelly
Ouellette
11-10-08*

7:40 AM — 7:45 AM	
3 RD -BLOCK	
7:45 AM — 9:10 AM	
PASSING	
9:10 AM — 9:20 AM	
4 TH -BLOCK	
9:20 AM — 10:45 AM	
PASSING	
10:45 AM — 10:55 AM	
8 TH SEMINAR A-1 (CONNECTIONS)	LUNCH A
10:55 AM — 11:35 AM	10:55 AM — 11:20 AM
PASSING	PASSING (not counted as instructional)
11:35 AM — 11:40 AM	11:20 AM — 11:25 AM
8 TH SEMINAR A-2 (CONNECTIONS)	SEMINAR B-1 (CONNECTIONS)
11:40 AM — 12:20 PM	11:25 AM — 12:05 PM
PASSING	PASSING
12:20 PM — 12:30 PM	12:05 PM — 12:10 PM
LUNCH B	SEMINAR B-2 (CONNECTIONS)
12:30 PM — 12:55 PM	12:10 PM — 12:50 PM
PASSING (not counted as instructional)	PASSING
12:55 PM — 1:00 PM	12:50 PM — 1:00 PM
7 TH -BLOCK	
1:00 PM — 2:25 PM	
DUTY TIME	
2:25 PM — 2:30 PM	

**HIGH SCHOOL
ILLUSTRATIVE MODEL
2001-2005**

FRIDAY

DUTY TIME	
7:45 AM — 7:50 AM	
1 ST -BLOCK	
7:50 AM — 8:15 AM	
PASSING	
8:15 AM — 8:40 AM	
2 ND -BLOCK	
8:40 AM — 9:30 AM	
PASSING	
9:30 AM — 9:35 AM	
3 RD -BLOCK	
9:35 AM — 10:25 AM	
PASSING	
10:25 AM — 10:30 AM	
4 TH -BLOCK	
10:30 AM — 11:20 AM	
PASSING	
11:20 AM — 11:25 AM	
5 TH -BLOCK	LUNCH A
11:25 AM — 12:15 PM	11:25 AM — 11:50 AM
LUNCH B	6 TH -BLOCK
12:15 PM — 12:40 PM	11:50 AM — 12:40 PM

*Christie
Laport*

Shelly Duelle
11-10-08 14

PASSING (not counted as instructional) 12:40 PM — 12:45 PM	PASSING (not counted as instructional) 12:40 PM — 12:45 PM
6TH BLOCK 12:45 PM — 1:35 PM	
PASSING 1:35 PM — 1:40 PM	
7TH BLOCK 1:40 PM — 2:30 PM	
DUTY TIME 2:30 PM — 2:35 PM	

~~* NOTE: AN ADDITIONAL FIFTEEN (15) MINUTES OF DUTY TIME WILL BE REQUIRED DURING THE 2002-2003 SCHOOL YEAR AND AN ADDITIONAL FIFTEEN (15) MINUTES DUTY TIME FOR THE 2003-2004 SCHOOL YEAR. THESE ADDITIONAL DUTY TIME MINUTES WILL BE ADDED BEFORE OR AFTER SCHOOL AT THE DISCRETION OF THE EMPLOYEE WITH NOTIFICATION TO THE BUILDING ADMINISTRATOR. ON MONDAYS THE ADDITIONAL DUTY TIME MUST BE ADDED BEFORE SCHOOL.~~

Article 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 Human Resources 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 96 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 96 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 over a period of five (5) years on a bi-weekly basis beginning with the first scheduled pay of the next school year.
- 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).

*Kevin
Shank
11-10-08*

*Shelly
Duckert
11-10-08*

SCHOOL CALENDAR
2008-2009 (Revised 6-2-08)

	M	T	W	T	F
Aug.	25	26>	27<	28+	29*
Sep.	1)	2	3	4	5
	8+	9	10	11	12
	15	16	17	18	19
	22/	23	24	25	26
	29	30			
Oct.			1	2	3
	6+	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31
Nov.	3+	4/	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26^	27)	28*
Dec.	1+	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22*	23*	24*	25)	26*
	29*	30*	31*		
Jan.				1)	2*
	5	6	7	8	9
	12+	13	14	15	16) 17=
	19	20	21	22	23
	26	27	28	29/	30/

	M	T	W	T	F
Feb.	2+	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20^
	23/	24	25	26	27
Mar.	2+	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30*	31*			
Apr.				1*	2*
	6+	7	8	9	10)
	13*	14	15	16	17
	20	21	22	23	24
	27	28	29	30	
May					1
	4+	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25)	26	27	28	29
June	1	2	3	4=	5
	8	9	10	11	12

Symbols

- > New Teacher In-Service
- < Classroom Preparation
- _ Students In Session
- * Recess
-) Holiday
- ^ Parent-Teacher Conference (See Note #1)
- = Record (See Note #3)
- △ MME (High School Only)
- + Building Staff Meeting
- / Professional Development Meetings (See Notes #2 & 4)
- Days Not Allowed for Personal Leave (See Note #4)

Kevin Stephens
11-10-08

Shelly Qualtratt
11-10-08

SCHOOL CALENDAR
2008-2009

NOTE #1 PARENT-TEACHER CONFERENCES

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings adhering to the required annual twelve (12) hours. On Wednesday, November 26, 2008, and Friday, February 20, 2009, 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: September 22, 2008, November 4, 2008, January 29, 2009, January 30, 2009, and February 23, 2009. Attendance is mandatory. Personal 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, and recording activities such as report card marking) must be completed at the conclusion of each semester. 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 2008-09 school calendar such days will occur on Saturday, January 17, 2009 and Thursday, June 4, 2009. It is agreed that these days are to be included as record days in the school calendar.

NOTE #4 UNAVAILABLE FOR PERSONAL LEAVE DAYS

For purposes of the use of Personal Leave Days (Section 8.203), the following dates cannot be used in the 2008-09 school year:

- August 28, 2008 Before Break
- September 2, 2008 First Day of School
- September 22, 2008 P.D.
- October 1, 2008 Opening Bow Season – Deer Hunting
- November 4, 2008 P.D.
- November 25, 2008 Before Break
- December 1, 19, 2008 Before/After Break
- January 5, 2009 After Break
- January 16, 2009 H.S. Staff and M.S. Honors Programs Staff Only End of Semester
- January 19, 2009 H.S. Staff and M.S. Honors Programs Staff Only Beginning of Semester
- January 29 & 30, 2009 P.D.
- February 23, 2009 P.D.
- March 9, 13, 2009 H.S. Staff Only Before/After MME
- March 27, 2009 Before Break
- April 6, 9, 14, 2009 Before/After Break
- May 22, 26, 2009 Before/After Break
- June 3rd, 2009 Last Day of School

MARKING PERIODS *

October 10 th	End of marking period (Middle School and High School)
November 21 st	End of marking period (Elementary, Middle School and High School)
January 16 th	End of marking period (Middle School and High School)
February 27 th	End of marking period (Elementary, Middle School and High School)
April 17 th	End of marking period (Middle School and High School)
June 3 rd	End of marking period (Elementary, Middle School and High School)

*School closings impacting the revision of semester 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 at the start of the semesters (August 26, 2008 and January 19, 2009). School closings will not impact these dates.

Devin Sharp
11-10-08

Shelly Quattro
11-10-08

SCHOOL CALENDAR
2009-2010

	M	T	W	T	F
Sep.		1>	2<	3+<	4*
	7)	8	9	10	11
	14+	15	16	17	18
	21	22	23	24	25
	28/	29	30		
Oct.				1	2
	5+	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
Nov.	2/	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20 (21)
	23	24	25^	26)	27*
	30				
Dec.		1	2	3	4
	7+	8	9	10	11
	14	15	16	17	18
	21*	22*	23*	24*	25)
	28*	29*	30*	31*	
Jan.					1)
	4	5	6	7	8
	11+	12	13	14	15
	18	19	20	21	22 23=
	25	26	27	28	29

	M	T	W	T	F
Feb.	1/)	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19^
	22/	23	24	25	26
Mar.	1+	2	3	4	5 (6)
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29*	30*	31*		
Apr.				1*	2)
	5	6	7	8	9
	12+	13	14	15	16
	19	20	21	22	23
	26/	27	28	29	30
May	3+	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31)				
June		1	2	3	4
	(7)=	8	9	10	11

Symbols

- > New Teacher In-Service
- < Classroom Preparation
- _ Students In Session
- * Recess
-) Holiday
- ^ Parent-Teacher Conference (See Note #1)
- = Record: Elem. & Middle School (See Note #3)
- { } Record: High School (See Note #3)
- △ MME (High School Only)
- + Building Staff Meeting
- / Professional Development Meetings (See Notes #2 & #4)
- Days Not Allowed for Personal Business Leave (See Note #4)

Benjamin Stapert
11-10-08

Shelley Quilley
11-10-08

SCHOOL CALENDAR
2009-2010

NOTE #1 PARENT-TEACHER CONFERENCES

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings adhering to the required annual twelve (12) hours. On **Wednesday, November 25, 2009, and Friday, February 19, 2010**, 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: **September 28, 2009, November 2, 2009, February 1, 2010, February 22, 2010, and April 26, 2010**. 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, and recording activities such as report card marking) must be completed at the conclusion of each semester. It is agreed that such responsibilities require 13.5 hours per school year and that reporting to assigned buildings is not mandatory. In the 2009-10 school calendar such days will occur on **Saturday, January 23, 2010, and Monday, June 7, 2010 (for Elementary and Middle Schools Programs)**. For High Schools on a Trimester schedule, record days shall occur on **Saturday, November 21, 2009, Saturday, March 6, 2010, and Monday, June 7, 2010**. 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 2009-2010 school year:

- September 2 & 3, 2009 First Day of School Term/Before Holiday Break
- September 8, 2009 After Holiday Break
- September 28, 2009 P.D.
- October 1, 2009 Opening Bow Season – Deer Hunting
- November 2, 2009 P.D.
- November 24 & 30, 2009 Before/After Holiday Break
- December 18, 2009 & January 4, 2010 Before/After Holiday Break
- February 1, 2010 P.D.
- February 22, 2010 P.D.
- March 8 & 12, 2010 H.S. Staff Only Before/After MME
- March 26, 2010 & April 5, 2010 Before/After Holiday Break
- April 26, 2010 P.D.
- May 28, 2010 & June 1, 2010 Before/After Holiday Break
- June 4*, 2010 Last Day of School Term

MARKING PERIODS *

October 16 th	End of marking period (Middle School)
November 20 th	End of Fall Trimester (High School)
December 4 th	End of marking period (Elementary & Middle School)
January 22 nd	End of 1 st semester/end of marking period (Middle School)
March 5 th	End of marking period & Winter Trimester (Elementary, Middle School & High School)
April 23 rd	End of marking period (Middle School)
June 4 th	End of 2 nd semester/end of marking period & Spring Trimester (Elementary, Middle School, & High School)

*School closings impacting the revision of semester start/end dates will impact the dates when Personal Business 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 (September 2, 2009 and January 25, 2010). School closings will not impact these dates.

Shelley Lettner
11-10-08

Shelley Lettner
11-10-08

2008-2009 Salary Schedule
1.0% on top step

STEP	INDEX	NON-DGR	INDEX	AB DEGREE	INDEX	AB+30	INDEX	MA DEGREE	INDEX	MA+30
1	0.75398	25,475	1	33,787	1.05000	35,476	1.11818	37,780	1.16834	39,475
1.5				34,785	1.07955	36,475	1.14918	38,827	1.19929	40,520
2	0.78532	26,534	1.05909	35,783	1.10910	37,473	1.18017	39,874	1.23024	41,566
2.5				36,782	1.13872	38,474	1.21116	40,921	1.26124	42,614
3	0.81666	27,592	1.11818	37,780	1.16834	39,475	1.24215	41,969	1.29223	43,661
3.5				38,778	1.19787	40,472	1.27314	43,016	1.32323	44,708
4	0.8479	28,648	1.17727	39,776	1.22739	41,470	1.30413	44,063	1.35422	45,755
4.5				40,775	1.25692	42,468	1.33513	45,110	1.38522	46,802
5	0.87924	29,707	1.23636	41,773	1.28645	43,465	1.36612	46,157	1.41621	47,849
5.5				42,771	1.31598	44,463	1.39711	47,204	1.44721	48,897
6	0.91057	30,765	1.29545	43,769	1.34550	45,460	1.42810	48,251	1.47820	49,944
6.5				44,768	1.37508	46,460	1.45906	49,297	1.50915	50,990
7	0.94181	31,821	1.35455	45,766	1.40465	47,459	1.49009	50,346	1.54010	52,035
7.5				46,765	1.43422	48,458	1.52104	51,391	1.57114	53,084
8	0.97315	32,880	1.41364	47,763	1.46370	49,454	1.55207	52,440	1.60218	54,133
8.5				48,761	1.49331	50,454	1.58306	53,487	1.63318	55,180
9	1.00449	33,939	1.47273	49,759	1.52284	51,452	1.61405	54,534	1.66417	56,227
9.5				50,758	1.55242	52,452	1.64504	55,581	1.69517	57,275
10	1.03573	34,994	1.50228	51,756	1.58199	53,451	1.67603	56,628	1.72616	58,322
10.5				52,754	1.61152	54,448	1.70703	57,675	1.75716	59,369
11	1.06706	36,053	1.59091	53,752	1.64104	55,446	1.73802	58,722	1.78815	60,416
11.5				54,750	1.67052	56,442	1.76901	59,770	1.81915	61,464
12	1.09831	37,109	1.65000	55,749	1.70000	57,438	1.80000	60,817	1.85014	62,511
12.5				56,746	1.73197	58,436	1.83193	61,864	1.88214	63,558
13	1.16004	39,194	1.73597	58,653	1.78737	60,390	1.92785	65,136	1.97932	66,875

Members on the 13th step and beyond prior to the 2008/2009 school year receive a 1.0% increase.

1st Current Improvement	1,689	60,929	1,689	62,663	1,689	67,476	1,689	69,233
2nd Current Improvement	2,962	63,891	3,050	65,733	3,050	70,766	3,289	72,610
3rd Current Improvement	66,853	2,962	68,783	3,050	74,055	3,377	75,988	3,377

Approved 11-10-08

Spelled out 11-10-08

2009-2010 Salary Schedule

1.0% increase

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			1.66976	56,981	1.71977	58,687	1.83813	62,726	1.88824	64,436
13	1.17163	39,982	1.75334	59,833	1.80524	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
	64,532	66,391	71,474	73,337
3rd Current Improvement	2,992	3,080	3,322	3,411
	67,523	69,471	74,796	76,748

David Lopez 11-10-08

Sally Quillette 11-10-08

APPENDIX B STIPENDS 2008-2010

ARTICLE #	STIPEND	0.00%	1.00%
		2008-09	2009-10
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		
1.500	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%
	Travels Normally - Two days a week	40%	40%
	Travels Normally - Three days a week	60%	60%
	Travels Normally - 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/term + mileage (Special Area Teachers; i.e. Elementary Art, Music and Physical Education teachers)	\$1,068	\$1,078
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
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

David Smith
11-10-08

Shelby O'Connell
11-10-08

ARTICLE #	STIPEND	2008-09	2009-10
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 Chaperone - 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		
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	\$5,718	\$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

Kevin Stapp 11-10-08

2 *Shelly Dulle 11-10-08*

ARTICLE #	STIPEND	2008-09	2009-10
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
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

Shelly Duelle
11-10-08

Shelly Duelle
11-10-08

ARTICLE #	STIPEND	2008-09	2009-10
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 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		
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 Spring 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

Kevin [Signature] 11-10-08

Shelly Quillotte
11-10-08

ARTICLE #	STIPEND	2008-09	2009-10
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)	\$1,493	\$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 June 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.		

Wesley Hayes
11-10-08

Shelly Gulletto
11-10-08

TENTATIVE NON-CONTRACTUAL AGREEMENT –
November 10, 2008

The BCEA PN team will share information with members regarding important topics impacting bargaining during the 2008-10 agreement.

The following issues will continue to be discussed during the JBC process:

- Inclusion (co-teaching)
 - The district is not looking at going 100% inclusion. It is agreed by the parties that inclusion is not necessarily the most effective instruction method for all students.
- Special area teacher schedules
 - On going meetings to discuss special area concerns
- AYP
- Certification (staffing for needs)
- MLPP/Assessment
 - Survey in early 2009 to determine teacher needs to make the MLPP computer program easier for data input.
 - By May 2009, the on-line input program modified based on teacher input from survey.

*Kevin
Steph*
11-10-08

*Shelly
Ouellette*
11-10-08

AGREEMENT
between the
BAY CITY BOARD OF EDUCATION
and the
BAY CITY EDUCATION ASSOCIATION



COVERING THE YEARS

2001-2002

2002-2003

2003-2004

2004-2005

TABLE OF CONTENTS [Numerical/Article]

<u>ARTICLE</u>	<u>CONTENT</u>	<u>PAGE</u>
1.000	Preamble	1
1.100	Parties to Agreement	1
2.000	Recognition	1
2.100	Bargaining Unit: Definition	1
2.200	Administrator Assignment	2
3.000	Rights of the Association	2
3.100	Public Employment Relations Act	2
3.200	Michigan Employment Relations Commission	2
3.300	Bulletin Board	2
3.300	School Building Use	2
3.300	School Mail	2
3.400	Association Requests to Board	2
3.400	Financial Report	2
3.400	Financial Resources	2
3.400	Grievance Information	2
3.400	Information: Access to	2
3.500	Education Programs	3
3.500	Educational Policy	3
3.500	Notice to Association	3
3.600	Discipline	3
3.600	Discipline: Private Life	3
3.600	Personal Life	3
3.600	Private Life	3
3.600	Teacher Discipline	3
3.700	Non-Discrimination	3
3.800	Limitation of Rights	3
4.000	Board of Education: Rights	3
4.000	Rights of the Board of Education	3
4.100	Policies: Board	3
5.000	Dues, Fees, Payroll Deductions	4
5.000	Payroll Deductions: Dues, Fees	4
5.000	Professional Dues or Fees & Payroll Deductions	4
5.100	Membership: BCEA, MEA, NEA	4
5.200	Agency Shop	4
5.200	Financial Responsibility	4
5.300	Remittance of Fees	4
5.400	Payroll Deductions	5
5.400	Tax-deferred Annuities	5
6.000	Promotion	5
6.000	Transfers	5
6.000	Vacancies, Promotions & Transfers	5
6.100	First Consideration	5
6.200	Job Posting	5
6.200	Posting	5
6.200	Advertisement of Vacancies	5
6.230	Temporary Filling of Vacancies	5
6.231	Permanent Filling of Vacancies	5
6.300	Administrative Postings	5
6.301	Administrative Positions, Temporary Assignments	5
6.400	Candidate Selection	6
6.401	Posting Contents	6
6.500	Involuntary Transfer	6

<u>ARTICLE</u>	<u>CONTENT</u>	<u>PAGE</u>
6.500	Program Staffing Procedure	6
6.600	Reduction of Staff	6
6.700	Appointment to Administrator Request	6
7.000	Sick Leave & Sick Leave Bank	6
7.100	Illness, Injury	6
7.200	Sick Day Accumulation	7
7.300	Illness Verification	7
7.400	Worker's Compensation	7
7.500	Sick Leave Bank	7
7.600	Maternity Leave	8
8.000	Leave of Absence	9
8.100	Seniority Accumulation on Leave	9
8.201	Family Illness	9
8.202	Family Illness	9
8.203	Personal Business	9
8.204	Adoption	10
8.301	Death in the Immediate Family	10
8.301	Funeral Days: Immediate Family	10
8.302	Death in the Family	10
8.302	Funeral Days: Non-immediate Family	10
8.303	Jury Duty	10
8.304	Court Appearances	10
8.305	Conferences	10
8.305	Consultations	10
8.305	Conventions	10
8.306	Selective Service	10
8.400	Dock Days	10
8.500	Research Leave of Absence	11
8.600	Maternity Leave	11
8.600	Parental Leave	11
8.700	Peace Corps	11
8.800	MEA, Officers, Staff	11
8.900	Military Duty	11
8.900	Military Service	11
8.1000	Political Office	11
8.1010	Re-employment Application	12
8.1100	Sabbatical Leave	12
9.000	Released Time	14
10.000	Tenure Procedures	14
10.400	Tenure Schedule	15
11.000	Evaluation: Teacher	16
11.000	Teacher Evaluation	16
11.150	Evaluation Format: Probationary Teachers	16
11.200	Evaluation, Adverse: Probationary Teachers	16
11.300	Involuntary Transfer: Probationary Teachers	17
11.300	Transfer: Probationary Teachers	17
11.500	Evaluation Purpose: Probationary Teachers	17
11.601	Individualized Development Plan	18
11.602	Teacher Professional Growth Record	18
12.000	Grievance Procedure	19
12.000	Grievances	19
12.000	Professional Grievance Procedure	19
12.100	Grievance Definition	19
12.200	Grievance Purpose	19

<u>ARTICLE</u>	<u>CONTENT</u>	<u>PAGE</u>
12.300	Grievance Structure	19
12.400	Grievance Informal Procedure	20
12.500	Grievance Formal Procedure	20
12.500	Grievance Time Limits	20
12.530	American Arbitration Association	20
12.710	Grievance Privacy	21
12.720	Grievance Reprisals	21
12.730	Grievance Documents, Records	21
12.740	Grievance Forms	21
12.750	Grievance, June 1 Filing	21
13.000	Experience Allowance	22
13.000	Teaching Experience	22
13.100	Experience Credit	22
14.000	Professional Improvement	22
14.200	Tuition	22
14.300	Expenses	22
14.500	Summer Workshop Stipend	22
14.600	Professional Development, Probationary Teachers	23
15.000	Current Improvement	23
15.110	Current Improvement: Qualifying Years	23
15.120	Current Improvement: 2nd	23
15.130	Current Improvement: 3rd	23
15.150	Current Improvement: Evidence of Credit	24
15.160	Current Improvement: Qualifying Hours	24
15.180	Current Improvement: Compensation	24
16.000	Protection of Teachers	24
16.100	Administrative Support	24
16.100	Support of Teacher	24
16.200	Assault	25
16.200	Right to Counsel: Teacher Assaulted	25
16.300	Right to Counsel	25
16.500	Illness, Injury (Worker's Compensation)	26
16.500	Worker's Compensation	26
16.600	Complaints	26
16.700	Liability	26
16.700	Teacher Liability	26
16.800	Observation	26
16.800	Recording Devices	26
16.900	Classroom Interruptions	27
16.900	Interruptions: Classroom	27
16.900	Public Address System	27
16.1000	Right to Representation	27
16.1100	Teacher Discipline	27
16.1110	Personnel File Review	27
16.1120	Personnel Files	27
16.1121	Personnel File: Adverse Material	28
16.1200	Due Process	28
16.1200	Reprimands	28
16.1300	Controlled Substances	28
17.000	Emergency Closing of School	30
17.000	Delay of School	30
17.100	Heat	30
17.100	Light	30
17.100	Toilet Facilities	30

<u>ARTICLE</u>	<u>CONTENT</u>	<u>PAGE</u>
17.100	Ventilation	30
17.100	Water	30
17.200	Bus Service Suspended	30
17.201	Weather, Inclement	30
17.202	Weather, Inclement (Night Programs)	30
17.300	School Closing/Delay: Reporting	31
17.400	Additional Days	31
18.000	Staffing Procedure	31
18.110	Seniority Lists	31
18.120	Seniority Clarification	31
18.120	Seniority Conflicts	31
18.130	Seniority: Lay-Off	32
18.141	Seniority: Accumulation	32
18.150	Seniority: Retirement	32
18.160	Voluntary Leave	32
18.200	Lay-off/Recall	33
18.220	Lay-off Notice	33
18.240	Increase in Positions	33
18.241	Recall	34
18.241	Staffing Procedure Recall	34
18.241	Teaching Assignments 6/7/8 Grade	34
18.250	Staffing Procedure: General Rules	34
18.251	Qualifications	37
18.251	Staffing Procedure Qualifications	37
18.252	Procedure: Staffing	40
18.252	Staffing Procedure Phases	40
18.252	Staffing Procedure Timing	40
18.260	Reverse Seniority Lay-off	43
19.000	Requisitioning Instructional Supplies & Materials	44
19.000	Supplies	44
19.300	Petty Cash	44
19.400	Equipment	44
20.000	Repairs & Maintenance	45
21.000	Student Teaching Program	45
21.200	Supervising Teachers: Qualifications	45
21.600	Supervising Teachers: Reports & Evaluations	46
21.700	Student Teacher: Substituting	46
21.800	Supervising Teachers: Pay	46
22.000	Field Trips	46
23.000	Academic Freedom	46
23.100	Censorship	46
24.000	Accreditation: Elementary, Middle & High School	47
25.000	Teaching Hours & Assignments	47
25.100	Certification	47
25.200	Non-degree Teachers	47
25.200	Vocational Teachers (Non-degree)	47
25.300	Teacher Load & Assignments	47
25.330	After School Meetings/Professional Development	48
25.341	Attendance: Open House	49
25.341	Open House Attendance	49
25.400	High Schools	50
25.400	Teaching Hours & Assignments: High School	50
25.411	Class Size: High School (Leveling)	50
25.412	Seniority	50

<u>ARTICLE</u>	<u>CONTENT</u>	<u>PAGE</u>
25.412	Seniority for Scheduling & Assignments	50
25.413	Teaching Load: High School	50
25.414	Notice of Overload	50
25.414	Overloads Discouraged	50
25.415	Overloads: High School	50
25.416	Overload Assignment	50
25.417	Overload Stipend	51
25.417	Substituting: High School	51
25.419	Teaching Assignment Alteration	51
25.420	Extra School Duty, Minor Nature: High School	51
25.422	Assignment Compliance	51
25.423	High School Work Day	51
25.500	Middle School	55
25.500	Teaching Hours & Assignments: Middle School	55
25.510	Teacher's Day: Middle School	55
25.510	Teaching Load: Middle School	55
25.511	Overload Notification: Middle School	55
25.511	Overloads: Middle School	55
25.513	Substituting: Middle School	55
25.514	Noon Supervision: Middle School	55
25.518	Home Room: Middle School	56
25.519	Extra School Duty, Minor Nature: Middle School	56
25.520	Supervisory Responsibility at School Functions: Middle School	56
25.521	Assignments: Middle School	56
25.522	Departmentalization: Middle School	56
25.525	Middle School Work Day	56
25.600	Teaching Hours & Assignments: Elementary	60
25.610	Class Time: Elementary	60
25.610	Teaching Load: Elementary	60
25.612	Extra School Duty, Minor Nature: Elementary	60
25.613	Supervisory Responsibility at School Functions: Elementary	60
25.614	Daily Conference Period: Elementary	60
25.616	Prep Time: Special Area Elementary Teachers	60
25.616	Special Area Teachers Prep Time: Elementary	60
25.700	Lunch Period	61
25.700	Lunch Period Supervisors	61
25.710	Elementary School Day	61
25.900	Summer School	63
25.910	Summer School Application	63
25.912	Summer School Qualifications: Seniority	63
25.916	Association: Representative Preference	64
26.000	Professional Compensation	64
26.300	School Calendar Provisions	65
26.310	First Duty Day	65
26.400	Released Time: Grievances	65
26.400	Released Time: Negotiations	65
26.410	Negotiations	66
26.510	Curriculum Assistants	66
26.520	Substitute Unavailability: Elementary	67
26.600	Pay Periods	67
26.700	Salary Adjustment	67
26.800	Master's Degree + 30	67
26.900	Longevity/Severance Pay	68
26.900	Retirement Benefits	68

<u>ARTICLE</u>	<u>CONTENT</u>	<u>PAGE</u>
27.000	Teaching Conditions	69
27.200	Class Size	69
27.220	Class Size: Elementary	69
27.220	Leveling Class Size: Elementary	69
27.230	Class Size: Middle School	70
27.230	Leveling Class Size: Middle School	70
27.300	Materials and Facilities	71
27.310	Clinic/Conference Room: Elementary	71
27.320	Lounges	71
27.320	Workrooms	71
27.330	Telephone Facilities	71
27.340	Parking Facilities	71
27.350	Curriculum Steering Committee Responsibility	71
27.400	Non-discrimination and Professional Assistance	71
27.500	Volunteers	72
27.700	Grade Change Procedure	73
27.800	Internet/Intranet: Acceptable Use of	74
27.840	Internet/Intranet Acceptable Use Committee	75
27.855	Internet/Intranet, Indemnification: Bargaining Unit Members	76
27.860	Internet/Intranet, Discipline: Bargaining Unit Members	76
27.900	Internet/Intranet: Virus Detection & Damage to Network	76
27.920	Internet/Intranet: Privacy	76
27.940	Internet/Intranet: Objectionable Materials & Harassment	77
27.960	Internet/Intranet: Violation of Intellectual Property Laws	77
27.970	Internet/Intranet: Training	77
28.000	Curriculum Steering Committee	77
29.000	Special Area Teachers	78
30.000	Department Liaison Persons: High School	79
30.000	Liaison Persons: High School	79
30.200	Department Liaison Persons: Allotment: High School	79
30.230	Department Liaison Persons: High School Stipend	79
31.000	Exceptional Performance & Meritorious Service	80
32.000	Guidance & Counseling	80
32.300	North Central Association	80
32.700	Counselors: Load	80
32.900	Counselors: Work Day	81
32.1000	Substitutes: Counselors	81
33.000	Tutors	81
34.000	Insurance Protection	81
34.200	Life Insurance	81
34.400	Health Insurance	81
34.500	Dental Insurance	82
34.600	Insurance Option	82
34.600	Life Insurance: Dependents	82
34.800	Long Term Disability Insurance	82
35.000	Continuity of Operations	83
35.200	No Reprisal Clause	83
36.000	Miscellaneous	84
36.100	Solicitation	84
36.110	Administrative Procedures Review	84
36.200	Administrative Procedures Development	84
36.300	Substitute Teachers	84
36.301	Letter of Intent	84
36.400	Board of Education: Policies	85

<u>ARTICLE</u>	<u>CONTENT</u>	<u>PAGE</u>
36.500	Master Agreement Printing	85
36.500	Master Agreement Distribution	85
36.700	Individual Contracts, Termination	85
36.815	Quality of Work Life	86
37.000	Adult Education Program	86
37.200	Adult Education Class Assignment	86
37.300	Adult Education Seniority	86
37.420	Adult Education Qualifications	87
37.500	Adult Education Reduction of Staff	87
37.500	Adult Education Teacher Lay-off	87
37.700	Adult Education Evening Program	87
37.800	Adult Education Compensation	88
37.910	Adult Education Insurance Protection	88
37.920	Adult Education Pay Options	89
37.920	Pay Options: Adult Education	89
37.930	Adult Education Teachers: K-12 Employment	89
37.950	Adult Education Accumulated Sick Leave	89
37.1000	Adult Education Traveling Teachers	89
38.000	Duration of Agreement	156
38.100	Master Agreement Effective Date	156
38.200	Negotiations	156
38.300	Michigan Employment Relations Commission	156
	Appendix "A"	92
	Salary Schedule: Appendix "A"	92
	Appendix "B"	96
	Stipends: Appendix "B"	96
	Coach/Teacher Evaluation	107
	Coach/Teacher Renewal	108
	Coach/Teacher Termination Notice	109
	Coach Appraisal Form	110
	Appendix "C"	115
	Individualized Development Plan: Appendix "C"	115
	Appendix "D"	116
	Professional Growth Record : Appendix "D"	116
	Appendix "E"	117
	Evaluation Forms: Appendix "E"	117
	Appendix "F"	119
	Evaluation Forms: Appendix "F"	119
	Appendix "G"	127
	Probationary Teacher Tenure Forms: Appendix "G"	127
	Appendix "H" [does not exist]	
	Appendix "I"	142
	School Calendars: Appendix "I"	142
	Appendix "J"	151
	Driver Education Assignments: Appendix "J"	151
	Appendix "K"	152
	Contracted Services Classes (Adult Ed.): Appendix "K"	152
	Appendix "L"	153
	Experience Credit/Sick Leave Days: Appendix "L"	153
	Appendix "M"	155
	Contracted Services Classes (Adult Ed.) – Elimination: Appendix "M"	155
	Building Policies (See Administrative Policies)	
	Longevity (See Current Improvement)	
	Teacher Contracts (See Contracts, Individual)	

TABLE OF CONTENTS [Alphabetical/Content]

<u>CONTENT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Academic Freedom	23.000	46
Accreditation: Elementary, Middle & High School	24.000	47
Additional Days	17.400	31
Administrative Positions, Temporary Assignments	6.301	5
Administrative Postings	6.300	5
Administrative Procedures Development	36.200	84
Administrative Procedures Review	36.110	84
Administrative Support	16.100	24
Administrator Assignment	2.200	2
Adoption	8.204	10
Adult Education Accumulated Sick Leave	37.950	89
Adult Education Class Assignment	37.200	86
Adult Education Compensation	37.800	88
Adult Education Evening Program	37.700	87
Adult Education Insurance Protection	37.910	88
Adult Education Pay Options	37.920	89
Adult Education Program	37.000	86
Adult Education Qualifications	37.420	87
Adult Education Reduction of Staff	37.500	87
Adult Education Seniority	37.300	86
Adult Education Teacher Lay-off	37.500	87
Adult Education Teachers: K-12 Employment	37.930	89
Adult Education Traveling Teachers	37.1000	89
Advertisement of Vacancies	6.200	5
After School Meetings/Professional Development	25.330	48
Agency Shop	5.200	4
American Arbitration Association	12.530	20
Appendix "A"		92
Appendix "B"		96
Appendix "C"		115
Appendix "D"		116
Appendix "E"		117
Appendix "F"		119
Appendix "G"		127
Appendix "H" [does not exist]		
Appendix "I"		142
Appendix "J"		151
Appendix "K"		152
Appendix "L"		153
Appendix "M"		155
Appointment to Administrator Request	6.700	6
Assault	16.200	25
Assignment Compliance	25.422	51
Assignments: Middle School	25.521	56
Association Requests to Board	3.400	2
Association: Representative Preference	25.916	64
Attendance: Open House	25.341	49
Bargaining Unit: Definition	2.100	1
Board of Education: Policies	36.400	85
Board of Education: Rights	4.000	3
Building Policies (See Administrative Policies)		

<u>CONTENT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Bulletin Board	3.300	2
Bus Service Suspended	17.200	30
Candidate Selection	6.400	6
Censorship	23.100	46
Certification	25.100	47
Class Size	27.200	69
Class Size: Elementary	27.220	69
Class Size: High School (Leveling)	25.411	50
Class Size: Middle School	27.230	70
Class Time: Elementary	25.610	60
Classroom Interruptions	16.900	27
Clinic/Conference Room: Elementary	27.310	71
Coach Appraisal Form		110
Coach/Teacher Evaluation		107
Coach/Teacher Renewal		108
Coach/Teacher Termination Notice		109
Complaints	16.600	26
Conferences	8.305	10
Consultations	8.305	10
Continuity of Operations	35.000	83
Contracted Services Classes (Adult Ed.) – Elimination: Appendix “M”		155
Contracted Services Classes (Adult Ed.): Appendix “K”		152
Controlled Substances	16.1300	28
Conventions	8.305	10
Counselors: Load	32.700	80
Counselors: Work Day	32.900	81
Court Appearances	8.304	10
Current Improvement	15.000	23
Current Improvement: 2nd	15.120	23
Current Improvement: 3rd	15.130	23
Current Improvement: Compensation	15.180	24
Current Improvement: Evidence of Credit	15.150	24
Current Improvement: Qualifying Hours	15.160	24
Current Improvement: Qualifying Years	15.110	23
Curriculum Assistants	26.510	66
Curriculum Steering Committee	28.000	77
Curriculum Steering Committee Responsibility	27.350	71
Daily Conference Period: Elementary	25.614	60
Death in the Family	8.302	10
Death in the Immediate Family	8.301	10
Delay of School	17.000	30
Dental Insurance	34.500	82
Department Liaison Persons: High School	30.000	79
Department Liaison Persons: High School Stipend	30.230	79
Department Liaison Persons: Allotment: High School	30.200	79
Departmentalization: Middle School	25.522	56
Discipline	3.600	3
Discipline: Private Life	3.600	3
Dock Days	8.400	10
Driver Education Assignments: Appendix “J”		151
Due Process	16.1200	28
Dues, Fees, Payroll Deductions	5.000	4
Duration of Agreement	38.000	156
Education Programs	3.500	3

<u>CONTENT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Educational Policy	3.500	3
Elementary School Day	25.710	61
Emergency Closing of School	17.000	30
Equipment	19.400	44
Evaluation Format: Probationary Teachers	11.150	16
Evaluation Forms: Appendix "E"		117
Evaluation Forms: Appendix "F"		119
Evaluation Purpose: Probationary Teachers	11.500	17
Evaluation, Adverse: Probationary Teachers	11.200	16
Evaluation: Teacher	11.000	16
Exceptional Performance & Meritorious Service	31.000	80
Expenses	14.300	22
Experience Allowance	13.000	22
Experience Credit	13.100	22
Experience Credit/Sick Leave Days: Appendix "L"		153
Extra School Duty, Minor Nature: Elementary	25.612	60
Extra School Duty, Minor Nature: High School	25.420	51
Extra School Duty, Minor Nature: Middle School	25.519	56
Family Illness	8.201	9
Family Illness	8.202	9
Field Trips	22.000	46
Financial Report	3.400	2
Financial Resources	3.400	2
Financial Responsibility	5.200	4
First Consideration	6.100	5
First Duty Day	26.310	65
Funeral Days: Immediate Family	8.301	10
Funeral Days: Non-immediate Family	8.302	10
Grade Change Procedure	27.700	73
Grievance Definition	12.100	19
Grievance Documents, Records	12.730	21
Grievance Formal Procedure	12.500	20
Grievance Forms	12.740	21
Grievance Informal Procedure	12.400	20
Grievance Information	3.400	2
Grievance Privacy	12.710	21
Grievance Procedure	12.000	19
Grievance Purpose	12.200	19
Grievance Reprisals	12.720	21
Grievance Structure	12.300	19
Grievance Time Limits	12.500	20
Grievance, June 1 Filing	12.750	21
Grievances	12.000	19
Guidance & Counseling	32.000	80
Health Insurance	34.400	81
Heat	17.100	30
High School Work Day	25.423	51
High Schools	25.400	50
Home Room: Middle School	25.518	56
Illness Verification	7.300	7
Illness, Injury	7.100	6
Illness, Injury (Worker's Compensation)	16.500	26
Increase in Positions	18.240	33
Individual Contracts, Termination	36.700	85

<u>CONTENT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Individualized Development Plan	11.601	18
Individualized Development Plan: Appendix "C"		115
Information: Access to	3.400	2
Insurance Option	34.600	82
Insurance Protection	34.000	81
Internet/Intranet Acceptable Use Committee	27.840	75
Internet/Intranet, Discipline: Bargaining Unit Members	27.860	76
Internet/Intranet, Indemnification: Bargaining Unit Members	27.855	76
Internet/Intranet: Acceptable Use of	27.800	74
Internet/Intranet: Objectionable Materials & Harassment	27.940	77
Internet/Intranet: Privacy	27.920	76
Internet/Intranet: Training	27.970	77
Internet/Intranet: Violation of Intellectual Property Laws	27.960	77
Internet/Intranet: Virus Detection & Damage to Network	27.900	76
Interruptions: Classroom	16.900	27
Involuntary Transfer	6.500	6
Involuntary Transfer: Probationary Teachers	11.300	17
Job Posting	6.200	5
Jury Duty	8.303	10
Lay-off Notice	18.220	33
Lay-off/Recall	18.200	33
Leave of Absence	8.000	9
Letter of Intent	36.301	84
Leveling Class Size: Elementary	27.220	69
Leveling Class Size: Middle School	27.230	70
Liability	16.700	26
Liaison Persons: High School	30.000	79
Life Insurance	34.200	81
Life Insurance: Dependents	34.600	82
Light	17.100	30
Limitation of Rights	3.800	3
Long Term Disability Insurance	34.800	82
Longevity (See Current Improvement)		
Longevity/Severance Pay	26.900	68
Lounges	27.320	71
Lunch Period	25.700	61
Lunch Period Supervisors	25.700	61
Master Agreement Distribution	36.500	85
Master Agreement Effective Date	38.100	156
Master Agreement Printing	36.500	85
Master's Degree + 30	26.800	67
Materials and Facilities	27.300	71
Maternity Leave	7.600	8
Maternity Leave	8.600	11
MEA, Officers, Staff	8.800	11
Membership: BCEA, MEA, NEA	5.100	4
Michigan Employment Relations Commission	3.200	2
Michigan Employment Relations Commission	38.300	156
Middle School	25.500	55
Middle School Work Day	25.525	56
Military Duty	8.900	11
Military Service	8.900	11
Miscellaneous	36.000	84
Negotiations	26.410	66

<u>CONTENT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Negotiations	38.200	156
No Reprisal Clause	35.200	83
Non-degree Teachers	25.200	47
Non-Discrimination	3.700	3
Non-discrimination and Professional Assistance	27.400	71
Noon Supervision: Middle School	25.514	55
North Central Association	32.300	80
Notice of Overload	25.414	50
Notice to Association	3.500	3
Observation	16.800	26
Open House Attendance	25.341	49
Overload Assignment	25.416	50
Overload Notification: Middle School	25.511	55
Overload Stipend	25.417	51
Overloads Discouraged	25.414	50
Overloads: High School	25.415	50
Overloads: Middle School	25.511	55
Parental Leave	8.600	11
Parking Facilities	27.340	71
Parties to Agreement	1.100	1
Pay Options: Adult Education	37.920	89
Pay Periods	26.600	67
Payroll Deductions	5.400	5
Payroll Deductions: Dues, Fees	5.000	4
Peace Corps	8.700	11
Permanent Filling of Vacancies	6.231	5
Personal Business	8.203	9
Personal Life	3.600	3
Personnel File Review	16.1110	27
Personnel File: Adverse Material	16.1121	28
Personnel Files	16.1120	27
Petty Cash	19.300	44
Policies: Board	4.100	3
Political Office	8.1000	11
Posting	6.200	5
Posting Contents	6.401	6
Preamble	1.000	1
Prep Time: Special Area Elementary Teachers	25.616	60
Private Life	3.600	3
Probationary Teacher Tenure Forms: Appendix "G"		127
Procedure: Staffing	18.252	40
Professional Compensation	26.000	64
Professional Development, Probationary Teachers	14.600	23
Professional Dues or Fees & Payroll Deductions	5.000	4
Professional Grievance Procedure	12.000	19
Professional Growth Record : Appendix "D"		116
Professional Improvement	14.000	22
Program Staffing Procedure	6.500	6
Promotion	6.000	5
Protection of Teachers	16.000	24
Public Address System	16.900	27
Public Employment Relations Act	3.100	2
Qualifications	18.251	37
Quality of Work Life	36.815	86

<u>CONTENT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Recall	18.241	34
Recognition	2.000	1
Recording Devices	16.800	26
Reduction of Staff	6.600	6
Re-employment Application	8.1010	12
Released Time	9.000	14
Released Time: Grievances	26.400	65
Released Time: Negotiations	26.400	65
Remittance of Fees	5.300	4
Repairs & Maintenance	20.000	45
Reprimands	16.1200	28
Requisitioning Instructional Supplies & Materials	19.000	44
Research Leave of Absence	8.500	11
Retirement Benefits	26.900	68
Reverse Seniority Lay-off	18.260	43
Right to Counsel	16.300	25
Right to Counsel: Teacher Assaulted	16.200	25
Right to Representation	16.1000	27
Rights of the Association	3.000	2
Rights of the Board of Education	4.000	3
Sabbatical Leave	8.1100	12
Salary Adjustment	26.700	67
Salary Schedule: Appendix "A"		92
School Building Use	3.300	2
School Calendar Provisions	26.300	65
School Calendars: Appendix "I"		142
School Closing/Delay: Reporting	17.300	31
School Mail	3.300	2
Selective Service	8.306	10
Seniority	25.412	50
Seniority Accumulation on Leave	8.100	9
Seniority Clarification	18.120	31
Seniority Conflicts	18.120	31
Seniority for Scheduling & Assignments	25.412	50
Seniority Lists	18.110	31
Seniority: Accumulation	18.141	32
Seniority: Lay-Off	18.130	32
Seniority: Retirement	18.150	32
Sick Day Accumulation	7.200	7
Sick Leave & Sick Leave Bank	7.000	6
Sick Leave Bank	7.500	7
Solicitation	36.100	84
Special Area Teachers	29.000	78
Special Area Teachers Prep Time: Elementary	25.616	60
Staffing Procedure	18.000	31
Staffing Procedure Phases	18.252	40
Staffing Procedure Qualifications	18.251	37
Staffing Procedure Recall	18.241	34
Staffing Procedure Timing	18.252	40
Staffing Procedure: General Rules	18.250	34
Stipends: Appendix "B"		96
Student Teacher: Substituting	21.700	46
Student Teaching Program	21.000	45
Substitute Teachers	36.300	84

CONTENT	ARTICLE	PAGE
Substitute Unavailability: Elementary	26.520	67
Substitutes: Counselors	32.1000	81
Substituting: High School	25.417	51
Substituting: Middle School	25.513	55
Summer School	25.900	63
Summer School Application	25.910	63
Summer School Qualifications: Seniority	25.912	63
Summer Workshop Stipend	14.500	22
Supervising Teachers: Pay	21.800	46
Supervising Teachers: Qualifications	21.200	45
Supervising Teachers: Reports & Evaluations	21.600	46
Supervisory Responsibility at School Functions: Elementary	25.613	60
Supervisory Responsibility at School Functions: Middle School	25.520	56
Supplies	19.000	44
Support of Teacher	16.100	24
Tax-deferred Annuities	5.400	5
Teacher Contracts (See Contracts, Individual)		
Teacher Discipline	3.600	3
Teacher Discipline	16.1100	27
Teacher Evaluation	11.000	16
Teacher Liability	16.700	26
Teacher Load & Assignments	25.300	47
Teacher Professional Growth Record	11.602	18
Teacher's Day: Middle School	25.510	55
Teaching Assignment Alteration	25.419	51
Teaching Assignments 6/7/8 Grade	18.241	34
Teaching Conditions	27.000	69
Teaching Experience	13.000	22
Teaching Hours & Assignments	25.000	47
Teaching Hours & Assignments: Elementary	25.600	60
Teaching Hours & Assignments: High School	25.400	50
Teaching Hours & Assignments: Middle School	25.500	55
Teaching Load: Elementary	25.610	60
Teaching Load: High School	25.413	50
Teaching Load: Middle School	25.510	55
Telephone Facilities	27.330	71
Temporary Filling of Vacancies	6.230	5
Tenure Procedures	10.000	14
Tenure Schedule	10.400	15
Toilet Facilities	17.100	30
Transfer: Probationary Teachers	11.300	17
Transfers	6.000	5
Tuition	14.200	22
Tutors	33.000	81
Vacancies, Promotions & Transfers	6.000	5
Ventilation	17.100	30
Vocational Teachers (Non-degree)	25.200	47
Voluntary Leave	18.160	32
Volunteers	27.500	72
Water	17.100	30
Weather, Inclement	17.201	30
Weather, Inclement (Night Programs)	17.202	30
Worker's Compensation	7.400	7
Worker's Compensation	16.500	26
Workrooms	27.320	71

1.000 PREAMBLE

1.100

This Agreement is entered into the 1ST day of July, 2001 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 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.

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

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, 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.

6.231

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 in the "Posting Newsletter" 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.

6.301

BCEA bargaining unit members who are awarded or assigned temporary administrative positions for a period of more than one semester 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. When the experiences, personal qualifications and job related requirements are substantially equal, the most senior applicant shall be the successful candidate.

6.401

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

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.

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 Human Resources.

7.000 SICK LEAVE AND SICK LEAVE BANK

7.100

The primary purpose of the sick leave allowance is to cover the absence of an employee from school because of personal illness, injury, or incapacitation sufficiently severe that it would make his/her presence in school inadvisable. Sick leave applies 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, except as described in Article 8.000.

The primary purpose of leave days is to allow time for employees to handle personal/family needs. Leave days as well as sick leave days accumulate without limit to form a severance benefit.

7.200

The amount of sick/leave 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 accumulate as sick leave days. Sick leave days shall accrue without limit. Accumulated sick leave 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 illness of an employee, the Director of Human Resources may require a doctor's statement verifying the illness or may require the employee 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

To afford the maximum protection against a prolonged illness, the following Sick Leave Bank shall be established for all employees of 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 two thousand (2,000) days, the Board shall assess each employee the number of days of his/her sick leave necessary to insure the Sick Leave Bank days to a minimum of two thousand five hundred (2,500) days. The number of sick leave days assessed each employee shall be the same.

7.503

Additions to the 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 Bank. School days in the fifteen day waiting period shall be paid retroactively when a grant has been authorized by the Appeal Board.

7.505

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

7.506

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

7.507

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

7.508

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

7.509

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

7.510

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

7.511

The Sick Leave Appeal Board shall consist of the four elected officers and chairperson of the appropriate committee of the Bay City Education Association, the president of the Administrators' Association, the presidents of the non-teaching organizations, two (2) Central Office Administrators and the Superintendent or his/her designated representative.

7.512

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

7.513

An annual report of the Sick Leave Bank will be published in the "Superintendent's Newsletter," including a statement of the number of days granted from the Bank, the number of days remaining in the Bank, and the cost of the days granted.

7.600

Before a female employee will be granted sick pay for pregnancy, she must present to the Director of Human Resources a written certificate from her physician indicating that in his/her opinion she is no

longer able to regularly perform her work because of her pregnancy condition. Should Administration have any questions about the inability to work, even if there is her own doctor's statement, Administration could then exercise the right to have her undergo an examination by a separate doctor engaged by the District.

An employee must notify the Director of Human Resources 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 Human Resources 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 allowance shall be granted up to a maximum of fourteen (14) days. Personal leave, other than sick leave, over three (3) consecutive days must be pre-approved by the Director of Human Resources. Said leaves of absences shall be granted for the following reasons:

8.201

Illness 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 Human Resources based upon an individual's circumstances, attendance record, and personal balance of days available.

8.202

Illness in the immediate family not living in the same household.

8.203

A personal 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 Human Resources. The Director of Human Resource's 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 Human Resources 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 Human Resources 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 Human Resources.

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 Human Resources.

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 Human Resources.

8.400

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

Additional dock days beyond the five (5) dock days may be granted at the discretion of the Director of Human Resources for:

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

The decision of the Director of Human Resources 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 Human Resources. 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 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, seniority, and other rights or benefits. The teacher shall make reasonable effort to ensure that such service be performed during non-school time.

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 Human Resources. 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 December 15 for the second semester.

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 the second semester, 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 the second semester 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 will carry an allowance of one-half of the full contractual salary 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.

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 or for the entire school year. Such election must be made prior to August 1st for such fall semester or the entire year and by December 1st for the second semester. 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 or for the entire year, he/she shall be released no more than five (5) work days per semester. In calculating the said five (5) 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

10.100

The Administration will be responsible for appointing sponsors; Tenure Form 1; (twelve specific meetings for purposes of counseling the Probationer and evaluating the situation); Tenure Forms 2 and 5.

10.200

The BCEA Tenure Committees will be responsible for their own committees, assignments and reports -- Tenure Forms 3 and 4.

10.300

It is assumed that the specific meetings between the Principal (Assistant Principal) and the Probationer and the Sponsor-Teacher do not preclude the possibility of any number of Teacher-Principal (Assistant Principal) conferences as circumstances and situations may require. The essential purpose of the specific meetings will be to bring all the resources of the school system to bear upon any problems which may arise.

10.400

During the probationary period twelve specific meetings are suggested in which the Probationer, the Sponsor-Teacher, and the Principal (Assistant Principal), or Principal's representative from the administrative staff, are involved. The first meeting prior to the eighth week shall be for the purpose of checking with the Probationer and the Sponsor to be sure arrangements are satisfactory.

There shall be two evaluating sessions each year: the first, prior to the eighteenth week; the second, prior to the twenty-sixth week. At the evaluating sessions, the Probationer and the Principal (Assistant Principal) will arrive at a composite assessment of the Probationer's position. The Probationer and the Principal (Assistant Principal) will both have prepared their personal appraisal in advance of the meeting using Tenure Form 5. The composite assessment submitted to the Superintendent's office may be supplemented with additional comments or information by the Probationer or Principal (Assistant Principal), when applicable.

Within five days after the first evaluation session the Principal (Assistant Principal) shall meet with the Probationer as provided in Article 11.601, Planning Conference. The two Goal Statements shall be based upon the criteria set forth in the Categories (Personal Qualities, Instructional Skills, Group Management Skills, Professional Competence, Relationship with Students, Relationship with Parents, Relationship with Staff, or School Policies) of the Score Card for Teaching Services (Tenure Form 5). The results of the conference shall be recorded on Appendix "C" (Individualized Development Plan).

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.

Schedule:

First Week

1. Principal appoints sponsors

Second Week

1. Building Committee Election
2. First Meeting of the Building Committee
3. Meeting of the City-Wide Committee
4. Verification Form

Third Week

1. City-Wide Meeting
2. First Conference List
3. Special Education Eligibility List

Eighth Week

First Conference Completed

Eighteenth Week

Second Conference Completed

Nineteenth Week

IDP Planning Conference

Twenty-sixth Week

Third Conference Completed

IDP Appraisal Completed

Twenty-eighth Week

Recommendations from City Committee to Superintendent.

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.

11.400

The Probationary teacher shall be provided a copy of Form 4 which shall include the signatures of the sponsor, Probationer, and administrator after each conference period and a copy of Forms 7 and 8 at the end of each year. Signatures of Probationer shall be solely for the purpose of acknowledging receipt of a copy of Form 4.

11.500

The parties agree that the purpose of evaluation shall be to:

1. Afford the teacher and evaluator the opportunity to emphasize, review, and clarify responsibilities and expectations;
2. Improve instruction through the exchange of ideas;
3. Provide direction and encourage growth;
4. Provide an opportunity for the teacher to identify and decrease weaknesses;
5. Provide a written record of the teacher's strengths and weaknesses, offer opportunity for special recognition, and provide documented evidence of performance; and
6. Afford the Administration a basis for the imposition of corrective discipline, if and when required.

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

The Tenure Teacher Appraisal Checklist forms are found in Appendix "C."

11.600 Individualized Development Plan and Teacher Professional Growth Record

11.601 Individualized Development Plan

1. Any tenured teacher who receives a less than satisfactory performance evaluation and all probationary teachers shall be provided with an Individualized Development Plan.
2. The criteria for the Individualized Development Plan shall be mutually planned and agreed upon by the teacher and his/her immediate administrator.
3. The Individualized Development Plan form is found in Appendix "C".
4. The Individualized Development Planning steps are as follows:

Planning Conference:

The first step in using this teacher Individual Development Plan instrument, Appendix "C", is a performance planning conference with the teacher and the Principal (Assistant Principal). The teacher should prepare for this conference by (1) thinking through his/her past performance as a teacher, (2) selecting two areas that he/she feels he/she would like to improve performance in, and (3) writing a goal and one or more performance objective(s) for each of these two areas. The teacher and the Principal (Assistant Principal) will finalize these in a cooperative manner in the performance planning conference. These goals and performance objective(s) should not pertain to something that is already happening but to areas that will bring about improved performance. With the approval of the Principal (Assistant Principal), one goal may be extended or substituted during the school year.

Appraisal Conference:

The second step provides for an appraisal session to be scheduled during the following semester for the purpose of reviewing progress on goals planned and to confer on the administration observation. Both the teacher and the Principal (Assistant Principal) will sign the completed form, Appendix "C", and the teacher will be given an opportunity to add any comments he/she feels are necessary.

During the year, the teacher should send all evidence that goals are being achieved to the Principal (Assistant Principal) to be placed in an appraisal file. The evidence will be discussed at the final appraisal conference and will be a major part of determining if the goals have been achieved.

11.602 Teacher Professional Growth Record

The following is to clarify the implementation of the Board of Education's decision regarding teacher Professional Growth Record.

1. The teacher Professional Growth Record may be used as a process to improve performance. They are not to be used for the purpose of denying retention.
2. The use of the teacher Professional Growth Record by the teacher is voluntary.
3. The teacher Professional Growth Record is found in Appendix "D".

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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources 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 who have reached the maximum step on the salary schedule. Current Improvement shall consist of three steps of the salary schedule.

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 fourth (4th) year beyond the maximum of the salary schedule 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 ninth (9th) year beyond the maximum on the salary schedule, 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 fourteenth (14th) year beyond the maximum on the salary schedule, 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.

Teachers who do not qualify for a third Current Improvement because he/she could not attain fourteen (14) years beyond the maximum on the salary schedule shall receive the early retirement benefits in Article 26.900.

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 Human Resources' 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. This policy shall not be interpreted to exclude normal tenure observations as described in Article 10.000.

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

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

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 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 constitute 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.

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

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.

18.160

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

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, 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.

10. If a member cannot be present at Staffing Procedure a written proxy may be submitted to the Director of Human Resources 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 Human Resources 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 Human Resources 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. Should it be determined that an individual's first class selection will be restricted, an Items of Concern meeting will be held with the individual, the building principal, the department DLP, and the Association President addressing said restriction.

Phase one will commence by teachers selecting three (3) classes by seniority and assignment rights, followed by teachers selecting two (2) additional classes by seniority and assignment rights. Should a teacher select a class disregarding the above-mentioned restriction, the procedure shall stop and the building principal will place said teacher into a first 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 Human Resources 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 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 Human Resources. 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 of the full school year or first semester. 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 Human Resources.

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.

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 CSR 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 "I". 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 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.

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

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 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.

25.413

The normal teaching load shall consist of a maximum of 30 Connections classes not to exceed one Connections class per week. Connections class will be on a credit/no credit basis with teaching responsibilities limited to curriculum delivery.

25.414

A teaching assignment beyond the provisions of Article 25.413, 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 Human Resources, 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.

25.415

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 as set forth in Article 25.413 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

Teaching assignments in Article 25.413 may be altered by mutual agreement between the Association and the Administration.

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, inclusive of Seminar and Connections 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.

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: *All illustrative examples include four (4) minutes additional per day to bank instructional time for use in the Spring for students to take the MEAP test. 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.

**HIGH SCHOOL
ILLUSTRATIVE MODEL
2001-2005**

MONDAY- WEDNESDAY - THURSDAY

DUTY TIME 7:40 AM - 7:45 AM	
1 ST BLOCK 7:45 AM - 9:10 AM	
PASSING 9:10 AM - 9:20 AM	
2 ND BLOCK 9:20 AM - 10:45 AM	
PASSING 10:45 AM - 10:55 AM	
5 TH BLOCK 10:55 AM - 12:20 PM	LUNCH A 10:55 AM - 11:20 AM
PASSING (not counted as instructional) 12:20 PM - 12:25 PM	PASSING (not counted as instructional) 11:20 AM - 11:25 AM
LUNCH B 12:25 PM - 12:50 PM	5 TH BLOCK 11:25 AM - 12:50 PM
PASSING 12:50 PM - 1:00 PM	
6 TH BLOCK 1:00 PM - 2:25 PM	
DUTY TIME 2:25 PM - 2:30 PM	

**HIGH SCHOOL
ILLUSTRATIVE MODEL
2001-2005**

TUESDAY

DUTY TIME 7:40 AM – 7:45 AM	
3 RD BLOCK 7:45 AM – 9:10 AM	
PASSING 9:10 AM – 9:20 AM	
4 TH BLOCK 9:20 AM – 10:45 AM	
PASSING 10:45 AM – 10:55 AM	
8 TH SEMINAR A-1 (CONNECTIONS) 10:55 AM – 11:35AM	LUNCH A 10:55 AM – 11:20 AM
PASSING 11:35 AM – 11:40 AM	PASSING (not counted as instructional) 11:20 AM – 11:25 AM
8 TH SEMINAR A-2 (CONNECTIONS) 11:40 AM – 12:20 PM	SEMINAR B-1 (CONNECTIONS) 11:25 AM – 12:05 PM
PASSING 12:20 PM – 12:30 PM	PASSING 12:05 PM – 12:10 PM
LUNCH B 12:30 PM – 12:55 PM	SEMINAR B-2 (CONNECTIONS) 12:10 PM – 12:50 PM
PASSING (not counted as instructional) 12:55 PM – 1:00 PM	PASSING 12:50 PM – 1:00 PM
7 TH BLOCK 1:00 PM – 2:25 PM	
DUTY TIME 2:25 PM – 2:30 PM	

HIGH SCHOOL
ILLUSTRATIVE MODEL
2001-2005

FRIDAY

DUTY TIME 7:45 AM – 7:50 AM	
1 ST BLOCK 7:50 AM – 8:35 AM	
PASSING 8:35 AM – 8:40 AM	
2 ND BLOCK 8:40 AM – 9:30 AM	
PASSING 9:30 AM – 9:35 AM	
3 RD BLOCK 9:35 AM – 10:25 AM	
PASSING 10:25 AM – 10:30 AM	
4 TH BLOCK 10:30 AM – 11:20 AM	
PASSING 11:20 AM – 11:25 AM	
5 TH BLOCK 11:25 AM – 12:15 PM	LUNCH A 11:25 AM – 11:50 AM
LUNCH B 12:15 PM – 12:40 PM	5 TH BLOCK 11:50 AM – 12:40 PM
PASSING (not counted as instructional) 12:40 PM – 12:45 PM	PASSING (not counted as instructional) 12:40 PM – 12:45 PM
6 TH BLOCK 12:45 PM – 1:35 PM	
PASSING 1:35 PM – 1:40 PM	
7 TH BLOCK 1:40 PM – 2:30 PM	
DUTY TIME 2:30 PM – 2:35 PM	

* NOTE: AN ADDITIONAL FIFTEEN (15) MINUTES OF DUTY TIME WILL BE REQUIRED DURING THE 2002-2003 SCHOOL YEAR AND AN ADDITIONAL FIFTEEN (15) MINUTES DUTY TIME FOR THE 2003-2004 SCHOOL YEAR. THESE ADDITIONAL DUTY TIME MINUTES WILL BE ADDED BEFORE OR AFTER SCHOOL AT THE DISCRETION OF THE EMPLOYEE WITH NOTIFICATION TO THE BUILDING ADMINISTRATOR. ON MONDAYS THE ADDITIONAL DUTY TIME MUST BE ADDED BEFORE SCHOOL.

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, 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 Human Resources, 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.

25.512

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.

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.

25.524

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:

**MIDDLE SCHOOL WORK DAY
ILLUSTRATIVE MODEL
(2001-02)**

7:35 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 – 2:25 PM*	Teacher on Duty

* Includes five (5) minute passing time.

**MIDDLE SCHOOL WORK DAY – OPTION #1
ILLUSTRATIVE MODEL
(2002-03)**

7:20AM – 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 – 2:25 PM*	Teacher on Duty**

* Includes five (5) minute passing time.

**MIDDLE SCHOOL WORK DAY – OPTION #2
ILLUSTRATIVE MODEL
(2002-03)**

7:35 AM – 7:42 AM	Teacher on Duty**
7:42 AM – 8:35 AM*	Teacher Instruction Minutes (1 st Hr.)
8:35 AM – 9:27 AM*	Team Planning Period (2 nd Hr.)
9:27 AM – 10:19 AM*	Conference Period (3 rd Hr.)
10:19 AM – 11:11 AM*	Teacher Instruction Minutes (4 th Hr.)
11:11 AM – 11:41 AM*	Duty Free Lunch Hour
11:41 AM – 12:33 PM*	Teacher Instruction Minutes (5 th Hr.)
12:33 PM – 1:25 PM*	Teacher Instruction Minutes (6 th Hr.)
1:25 PM – 2:18 PM*	Teacher Instruction Minutes (7 th Hr.)
2:18 PM – 2:40 PM*	Teacher on Duty**

* Includes five (5) minute passing time.

**NOTE: THE FIFTEEN (15) MINUTES OF ADDITIONAL DUTY TIME USING OPTION #1 OR OPTION #2 IS AT THE DISCRETION OF THE EMPLOYEE WITH NOTIFICATION TO THE BUILDING ADMINISTRATOR, EXCEPT ON MONDAYS.

**MIDDLE SCHOOL WORK DAY – OPTION #1
ILLUSTRATIVE MODEL
(2003-04 and 2004-05)**

7:05 AM – 7:42 AM	Teacher on Duty**
7:42 AM – 8:35 AM*	Teacher Instruction Minutes (1 st Hr.)
8:35 AM – 9:27 AM*	Team Planning Period (2 nd Hr.)
9:27 AM – 10:19 AM*	Conference Period (3 rd Hr.)
10:19 AM – 11:11 AM*	Teacher Instruction Minutes (4 th Hr.)
11:11 AM – 11:41 AM*	Duty Free Lunch Hour
11:41 AM – 12:33 PM*	Teacher Instruction Minutes (5 th Hr.)
12:33 PM – 1:25 PM*	Teacher Instruction Minutes (6 th Hr.)
1:25 PM – 2:18 PM*	Teacher Instruction Minutes (7 th Hr.)
2:18 PM – 2:25 PM*	Teacher on Duty**

* Includes five (5) minute passing time.

**MIDDLE SCHOOL WORK DAY – OPTION #2
ILLUSTRATIVE MODEL
(2003-04 and 2004-05)**

7:35 AM – 7:42 AM	Teacher on Duty**
7:42 AM – 8:35 AM*	Teacher Instruction Minutes (1 st Hr.)
8:35 AM – 9:27 AM*	Team Planning Period (2 nd Hr.)
9:27 AM – 10:19 AM*	Conference Period (3 rd Hr.)
10:19 AM – 11:11 AM*	Teacher Instruction Minutes (4 th Hr.)
11:11 AM – 11:41 AM*	Duty Free Lunch Hour
11:41 AM – 12:33 PM*	Teacher Instruction Minutes (5 th Hr.)
12:33 PM – 1:25 PM*	Teacher Instruction Minutes (6 th Hr.)
1:25 PM – 2:18 PM*	Teacher Instruction Minutes (7 th Hr.)
2:18 PM – 2:55 PM*	Teacher on Duty**

* Includes five (5) minute passing time.

**MIDDLE SCHOOL WORK DAY – OPTION #3
ILLUSTRATIVE MODEL
(2003-04 and 2004-05)**

7:20 AM – 7:42 AM	Teacher on Duty**
7:42AM – 8:35 AM*	Teacher Instruction Minutes (1 st Hr.)
8:35 AM – 9:27 AM*	Team Planning Period (2 nd Hr.)
9:27 AM – 10:19 AM*	Conference Period (3 rd Hr.)
10:19 AM – 11:11 AM*	Teacher Instruction Minutes (4 th Hr.)
11:11 AM – 11:41 AM*	Duty Free Lunch Hour
11:41 AM – 12:33 PM*	Teacher Instruction Minutes (5 th Hr.)
12:33 PM – 1:25 PM*	Teacher Instruction Minutes (6 th Hr.)
1:25 PM – 2:18 PM*	Teacher Instruction Minutes (7 th Hr.)
2:18 PM – 2:40 PM*	Teacher on Duty**

* Includes five (5) minute passing time.

****NOTE: THE FIFTEEN (15) MINUTES OF ADDITIONAL DUTY TIME USING OPTION #1, OPTION #2, OR OPTION #3 IS AT THE DISCRETION OF THE EMPLOYEE WITH NOTIFICATION TO THE BUILDING ADMINISTRATOR, EXCEPT ON MONDAYS.**

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 not be required to be on duty more than nine (9) minutes in the morning and five (5) minutes after their last class during the 2001-02 School Year; fifteen (15) additional minutes will be added for the 2002-03 school year as provided in the illustrative options pursuant to Article 25.710; and another fifteen (15) additional minutes will be added for the 2003-04 school year as provided in the illustrative options pursuant to Article 25.710. 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.

25.700

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
(2001-02)**

8:41 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 – 3:36 PM	Teacher on Duty

**ELEMENTARY SCHOOL -- (K-5) – OPTION #1 (Monday – Friday)
ILLUSTRATIVE MODEL
(2002-03)**

8:26 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 – 3:36 PM	Teacher on Duty*

**ELEMENTARY SCHOOL -- (K-5) –OPTION #2 (Tuesday – Friday)
ILLUSTRATIVE MODEL
(2002-03)**

8:41 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 – 3:51 PM	Teacher on Duty*

***NOTE: THE FIFTEEN (15) MINUTES OF ADDITIONAL DUTY TIME USING OPTION #1 OR OPTION #2 IS AT THE DISCRETION OF THE EMPLOYEE WITH NOTIFICATION TO THE BUILDING ADMINISTRATOR, EXCEPT ON MONDAYS.**

**ELEMENTARY SCHOOL -- (K-5) – OPTION #1 (Monday – Friday)
ILLUSTRATIVE MODEL
(2003-04 and 2004-05)**

8:11 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 – 3:36 PM	Teacher on Duty*

**ELEMENTARY SCHOOL -- (K-5) –OPTION #2 (Tuesday – Friday)
ILLUSTRATIVE MODEL
(2003-04 and 2004-05)**

8:41 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 – 4:06 PM	Teacher on Duty*

**ELEMENTARY SCHOOL -- (K-5) –OPTION #3 (Tuesday – Friday)
ILLUSTRATIVE MODEL
(2003-04 and 2004-05)**

8:26 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 – 3:51 PM	Teacher on Duty*

***NOTE: THE THIRTY (30) MINUTES OF ADDITIONAL DUTY TIME USING OPTION #1, OPTION #2, OR OPTION #3 IS AT THE DISCRETION OF THE EMPLOYEE WITH NOTIFICATION TO THE BUILDING ADMINISTRATOR, EXCEPT ON MONDAYS.**

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 Human Resources through his "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.

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 Human Resources. 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.

25.913

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

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.

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 Human Resources 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 Human Resources 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 Human Resources. 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 Human Resources 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 may select one of the following three pay plans:

- (1) Twenty-one equal bi-weekly pay periods.
- (2) Twenty-six equal bi-weekly pay periods.
- (3) Twenty-six equal bi-weekly pay periods with the privilege of collecting the balance at the twenty-first pay day.

26.620

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

26.630

The twenty-first pay period shall be on the last day of the school year.

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 Human Resources of an intent to leave the District by March 1st prior to the close of the school year or December 1st prior to the second semester 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 96 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 96 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 over a period of five (5) years on a bi-weekly basis beginning with the first scheduled pay of the next school year.
- 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 ninety-six (96) 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 ninety-sixth (96th) day shall be included in the final calculation.

ILLUSTRATIVE MODEL:

1997-98	Used a block of 25 days	25
1998-99	Used 15 days not in a block	0
1999-00	Used two blocks of 15 and 25 days	40
2000-01	Used 60 days including a block of 45 days	45
2001-02	Used 9 days	<u>0</u>
	TOTAL	110

110 days – 96 days = 14 days

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

26.920

For the 2001-2002 school year only, the following adjustment will be made to a teacher’s individual sick leave accumulation:

- For teachers who have lost sick days beyond the 96 days accumulated, an adjustment will be made to add lost days back to the teacher’s individual sick day accumulation beginning with the 1995-96 school year and ending with June 30, 2001.

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.

27.240

The parties agree that the K-12 general education K-12 allocations shall be no less than:

1982-83 391.9 positions

1983-84 363.9 positions

1984-85 342.9 positions

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

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.

27.700 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), 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.

27.835

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 Discipline-Related Issues

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

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.

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

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

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.

It is agreed that the composition of the Curriculum Steering Committee shall be 25 members, 14 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:

- Four members from Elementary
- One member from Pre-School
- One member from Title I
- One member from Handy Middle School
- One member from Western Middle School
- One member from Central High School
- One member from Western High School
- One member from Special Education
- One member from Alternative Education
- One member from Adult Education
- The BCEA President or designee

The Administration's representatives shall be as follows:

- Three administrators from the Curriculum Department
- Four building administrators (One Elementary, one Middle School, one High School, and one Adult Education)
- One administrator from Compensatory Education
- One administrator from Special Education
- One administrator from Alternative Education
- The Director of Human Resources or designee

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 eleven departments will be identified in each high school as follows:

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

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

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 \$912.81 (2001-2002), \$942.47 (2002-2003), \$977.81 (2003-2004) and \$1009.58 (2004-2005) per semester except the representative from the Home Economics department who shall receive \$912.81 (2001-2002), \$942.47 (2002-2003), \$977.81 (2003-2004), and \$1009.58 (2004-2005) annually.

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

DLP's shall be evaluated annually using the Appendix "B" Evaluation Form.

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 without cost 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.

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 either MESSA Super Care 1 (One) or equivalent Blue Cross-Blue Shield insurance protection without cost to the teacher.

34.410

On an annual basis, if the MESSA premiums increase more than thirteen percent (13%), the salary increase in all schedules will be reduced by five hundredths of a percent (.05%) for each percent increase. It is not the intent of the parties to have the percentage increases be cumulative.

Illustrative Model:

Annual Rate Increase	Salary Adjustment
7%	No Salary Adjustment
13%	No Salary Adjustment
15%	Salary Increase Reduced by $(.05 \times 2) = 0.10\%$

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), without cost to the teacher. 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 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.

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. 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 (\$.19) per one hundred dollars (\$100.00) of coverage per month.

34.900

For the teacher only the Board shall provide vision care for a full twelve-month period through MESSA VSP 3, without cost to the teacher. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA VSP 3, without 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 fifty (50) 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. Such pay would be retroactive to the date of the start of such assignment. If it is known that a teacher would be on such assignment for fifty (50) or more days, a "Letter of Intent" will be issued appropriately at the outset. 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

Any probationary substitute teacher, under a "Letter of Intent," shall be evaluated according to the tenure procedures of the Master Agreement.

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

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.

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

Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

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.

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

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.

37.410

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

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.

37.600

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

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.

37.800

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

	2001-02		2002-03		2003-04		2004-05	
	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>
Step 1	\$23.27	\$24.10	\$24.03	\$24.88	\$24.93	\$25.81	\$25.74	\$26.65
Step 2	\$24.35	\$24.71	\$25.14	\$25.52	\$26.08	\$26.47	\$26.93	\$27.34
Step 3	\$24.73	\$26.07	\$25.53	\$26.91	\$26.49	\$27.92	\$27.35	\$28.83
Step 4	\$27.13	\$27.47	\$28.01	\$28.37	\$29.06	\$29.43	\$30.00	\$30.39
Step 5	\$28.65	\$29.01	\$29.58	\$29.96	\$30.69	\$31.08	\$31.68	\$32.09

To determine the hourly rate for non-degreed 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
2001-02

STEP	NON-DEGREE		AB DEGREE		AB+30 DEGREE		MA DEGREE		MA+30 DEGREE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	0.75398	\$23,649	1.00000	\$31,366	1.05000	\$32,934	1.11818	\$35,073	1.16834	\$36,646
2	0.78532	\$24,632	1.05909	\$33,219	1.10910	\$34,788	1.18017	\$37,017	1.23024	\$38,588
3	0.81666	\$25,615	1.11818	\$35,073	1.16834	\$36,646	1.24215	\$38,961	1.29223	\$40,532
4	0.84790	\$26,595	1.17727	\$36,926	1.22739	\$38,498	1.30413	\$40,905	1.35422	\$42,476
5	0.87924	\$27,578	1.23636	\$38,780	1.28645	\$40,351	1.36612	\$42,850	1.41621	\$44,421
6	0.91057	\$28,561	1.29545	\$40,633	1.34550	\$42,203	1.42810	\$44,794	1.47820	\$46,365
7	0.94181	\$29,541	1.35455	\$42,487	1.40465	\$44,058	1.49009	\$46,738	1.54010	\$48,307
8	0.97315	\$30,524	1.41364	\$44,340	1.46370	\$45,910	1.55207	\$48,682	1.60218	\$50,254
9	1.00449	\$31,507	1.47273	\$46,194	1.52284	\$47,765	1.61405	\$50,626	1.66417	\$52,198
10	1.03573	\$32,487	1.53182	\$48,047	1.58199	\$49,621	1.67603	\$52,570	1.72616	\$54,143
11	1.06706	\$33,469	1.59091	\$49,900	1.64104	\$51,473	1.73802	\$54,515	1.78815	\$56,087
12	1.09831	\$34,450	1.65000	\$51,754	1.70000	\$53,322	1.80000	\$56,459	1.85014	\$58,031
13	1.12899	\$35,412	1.68951	\$52,993	1.73953	\$54,562	1.87625	\$58,850	1.92634	\$60,422

These salary figures reflect a 2.0% (two percent) increase over the 2000-01 school year salary schedule figures.

*Note - The first current improvement shall be 5% (five percent) of the base salary (BA Step 1) of the Salary Schedule, Appendix "A" (17th year = \$1,568).

The second current improvement shall be 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (22nd year AB = \$2,650, AB + 30 = \$2,728, MA = \$2,943, MA + 30 = \$3,021).

The third current improvement shall be an additional 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (27th year AB = \$2,650, AB + 30 = \$2,728, MA = \$2,943, MA + 30 = \$3,021).

**Note - Non-degree driver education teachers shall be paid as follows: When assigned to duties other than driver education, they shall receive \$18.52 per hour; when assigned driver education duties, they shall be paid the rate of \$19.81 per hour.

Step 1 on the AB Salary Schedule will be the base for all Appendix "B" stipends.
Plus 5% non-contributory retirement to be paid by the School District.

APPENDIX "A" SALARY SCHEDULE
2002-03

STEP	NON-DEGREE		AB DEGREE		AB+30 DEGREE		MA DEGREE		MA+30 DEGREE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	0.75398	\$24,418	1.00000	\$32,385	1.05000	\$34,004	1.11818	\$36,212	1.16834	\$37,837
2	0.78532	\$25,433	1.05909	\$34,299	1.10910	\$35,918	1.18017	\$38,220	1.23024	\$39,841
3	0.81666	\$26,448	1.11818	\$36,212	1.16834	\$37,837	1.24215	\$40,227	1.29223	\$41,849
4	0.84790	\$27,459	1.17727	\$38,126	1.22739	\$39,749	1.30413	\$42,234	1.35422	\$43,856
5	0.87924	\$28,474	1.23636	\$40,040	1.28645	\$41,662	1.36612	\$44,242	1.41621	\$45,864
6	0.91057	\$29,489	1.29545	\$41,953	1.34550	\$43,574	1.42810	\$46,249	1.47820	\$47,872
7	0.94181	\$30,501	1.35455	\$43,867	1.40465	\$45,490	1.49009	\$48,257	1.54010	\$49,876
8	0.97315	\$31,515	1.41364	\$45,781	1.46370	\$47,402	1.55207	\$50,264	1.60218	\$51,887
9	1.00449	\$32,530	1.47273	\$47,694	1.52284	\$49,317	1.61405	\$52,271	1.66417	\$53,894
10	1.03573	\$33,542	1.53182	\$49,608	1.58199	\$51,233	1.67603	\$54,278	1.72616	\$55,902
11	1.06706	\$34,557	1.59091	\$51,522	1.64104	\$53,145	1.73802	\$56,286	1.78815	\$57,909
12	1.09831	\$35,569	1.65000	\$53,435	1.70000	\$55,055	1.80000	\$58,293	1.85014	\$59,917
13	1.12899	\$36,562	1.68951	\$54,715	1.73953	\$56,335	1.87625	\$60,762	1.92634	\$62,385

These salary figures reflect a 3.25% (three and one quarter percent) increase over the 2001-02 school year salary schedule figures.

*Note - The first current improvement shall be 5% (five percent) of the base salary (BA Step 1) of the Salary Schedule, Appendix "A" (17th year = \$1,619).

The second current improvement shall be 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (22nd year AB = \$2,736, AB + 30 = \$2,817, MA = \$3,038, MA + 30 = \$3,119).

The third current improvement shall be an additional 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (27th year AB = \$2,736, AB + 30 = \$2,817, MA = \$3,038, MA + 30 = \$3,119).

**Note - Non-degree driver education teachers shall be paid as follows: When assigned to duties other than driver education, they shall receive \$19.13 per hour; when assigned driver education duties, they shall be paid the rate of \$20.45 per hour.

Step 1 on the AB Salary Schedule will be the base for all Appendix "B" stipends.
Plus 5% non-contributory retirement to be paid by the School District.

APPENDIX "A" SALARY SCHEDULE
2003-04

STEP	NON-DEGREE		AB DEGREE		AB+30 DEGREE		MA DEGREE		MA+30 DEGREE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	0.75398	\$25,333	1.00000	\$33,599	1.05000	\$35,279	1.11818	\$37,570	1.16834	\$39,256
2	0.78532	\$26,386	1.05909	\$35,585	1.10910	\$37,265	1.18017	\$39,653	1.23024	\$41,335
3	0.81666	\$27,439	1.11818	\$37,570	1.16834	\$39,256	1.24215	\$41,736	1.29223	\$43,418
4	0.84790	\$28,489	1.17727	\$39,556	1.22739	\$41,240	1.30413	\$43,818	1.35422	\$45,501
5	0.87924	\$29,542	1.23636	\$41,541	1.28645	\$43,224	1.36612	\$45,901	1.41621	\$47,584
6	0.91057	\$30,595	1.29545	\$43,526	1.34550	\$45,208	1.42810	\$47,983	1.47820	\$49,667
7	0.94181	\$31,644	1.35455	\$45,512	1.40465	\$47,195	1.49009	\$50,066	1.54010	\$51,746
8	0.97315	\$32,697	1.41364	\$47,498	1.46370	\$49,179	1.55207	\$52,149	1.60218	\$53,832
9	1.00449	\$33,750	1.47273	\$49,483	1.52284	\$51,167	1.61405	\$54,231	1.66417	\$55,915
10	1.03573	\$34,800	1.53182	\$51,468	1.58199	\$53,154	1.67603	\$56,314	1.72616	\$57,998
11	1.06706	\$35,853	1.59091	\$53,454	1.64104	\$55,138	1.73802	\$58,396	1.78815	\$60,081
12	1.09831	\$36,903	1.65000	\$55,439	1.70000	\$57,119	1.80000	\$60,479	1.85014	\$62,164
13	1.12899	\$37,933	1.68951	\$56,767	1.73953	\$58,447	1.87625	\$63,041	1.92634	\$64,724

These salary figures reflect a 3.75% (three and three quarter percent) increase over the 2002-03 school year salary schedule figures.

*Note - The first current improvement shall be 5% (five percent) of the base salary (BA Step 1) of the Salary Schedule, Appendix "A" (17th year = \$1,680).

The second current improvement shall be 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (22nd year AB = \$2,839, AB + 30 = \$2,923, MA = \$3,152, MA + 30 = \$3,236).

The third current improvement shall be an additional 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (27th year AB = \$2,839, AB + 30 = \$2,923, MA = \$3,152, MA + 30 = \$3,236).

**Note - Non-degree driver education teachers shall be paid as follows: When assigned to duties other than driver education, they shall receive \$19.85 per hour; when assigned driver education duties, they shall be paid the rate of \$21.22 per hour.

Step 1 on the AB Salary Schedule will be the base for all Appendix "B" stipends.
Plus 5% non-contributory retirement to be paid by the School District

APPENDIX "A" SALARY SCHEDULE
2004-05

STEP	NON-DEGREE		AB DEGREE		AB+30 DEGREE		MA DEGREE		MA+30 DEGREE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	0.75398	\$26,156	1.00000	\$34,691	1.05000	\$36,426	1.11818	\$38,791	1.16834	\$40,531
2	0.78532	\$27,244	1.05909	\$36,741	1.10910	\$38,476	1.18017	\$40,941	1.23024	\$42,678
3	0.81666	\$28,331	1.11818	\$38,791	1.16834	\$40,531	1.24215	\$43,091	1.29223	\$44,829
4	0.84790	\$29,415	1.17727	\$40,841	1.22739	\$42,579	1.30413	\$45,242	1.35422	\$46,979
5	0.87924	\$30,502	1.23636	\$42,891	1.28645	\$44,628	1.36612	\$47,392	1.41621	\$49,130
6	0.91057	\$31,589	1.29545	\$44,940	1.34550	\$46,677	1.42810	\$49,542	1.47820	\$51,280
7	0.94181	\$32,672	1.35455	\$46,991	1.40465	\$48,729	1.49009	\$51,693	1.54010	\$53,428
8	0.97315	\$33,760	1.41364	\$49,041	1.46370	\$50,777	1.55207	\$53,843	1.60218	\$55,581
9	1.00449	\$34,847	1.47273	\$51,090	1.52284	\$52,829	1.61405	\$55,993	1.66417	\$57,732
10	1.03573	\$35,930	1.53182	\$53,140	1.58199	\$54,881	1.67603	\$58,143	1.72616	\$59,882
11	1.06706	\$37,017	1.59091	\$55,190	1.64104	\$56,929	1.73802	\$60,294	1.78815	\$62,033
12	1.09831	\$38,101	1.65000	\$57,240	1.70000	\$58,975	1.80000	\$62,444	1.85014	\$64,183
13	1.12899	\$39,166	1.68951	\$58,611	1.73953	\$60,346	1.87625	\$65,089	1.92634	\$66,827

These salary figures reflect a 3.25% (three and one quarter percent) increase over the 2003-04 school year salary schedule figures.

*Note - The first current improvement shall be 5% (five percent) of the base salary (BA Step 1) of the Salary Schedule, Appendix "A" (17th year = \$1,735).

The second current improvement shall be 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (22nd year AB = \$2,931, AB + 30 = \$3,018, MA = \$3,254, MA + 30 = \$3,341).

The third current improvement shall be an additional 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (27th year AB = \$2,931, AB + 30 = \$3,018, MA = \$3,254, MA + 30 = \$3,341).

**Note - Non-degree driver education teachers shall be paid as follows: When assigned to duties other than driver education, they shall receive \$20.50 per hour; when assigned driver education duties, they shall be paid the rate of \$21.91 per hour.

Step 1 on the AB Salary Schedule will be the base for all Appendix "B" stipends. 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	2001-02	2002-03	2003-04	2004-05
1.100	Professional work beyond school year -- 2.63% per week (Salary)				
1.110	Professional Development Presenter	\$24.76	\$25.56	\$26.52	\$27.38
1.200	Hourly Substitute/Curriculum Assistants	\$23.89	\$24.67	\$25.59	\$26.42
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				
1.500	F.M. Operator	\$23.89	\$24.67	\$25.59	\$26.42
	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%			
	Two days a week	40%			
	Three days a week	60%			
	Four days a week	80%			
1.600	Traveling Teachers - per semester and mileage (Kindergarten teachers assigned to different schools; high school teachers traveling between high schools for their regular teaching assignments)	\$958	\$989	\$1,026	\$1,060
1.610	In that All Saints and Continuation School are attached to Central High School - persons involved receive per semester -- no travel allowance	\$483	\$499	\$517	\$534
1.620	Traveling Teachers - per semester + mileage (Special Area Teachers; i.e. Elementary Art, Music and Physical Education teachers)	\$483	\$499	\$517	\$534
1.700	Machine Repair - Vocational Equipment	\$18.09	\$18.68	\$19.38	\$20.01
2.000	ADVISORS AND SPONSORS				
2.100	High School Dramatics (Annual)				
	First Year of Experience	\$1,429	\$1,475	\$1,531	\$1,581
	Second Year of Experience	\$1,634	\$1,687	\$1,750	\$1,807
	Third Year of Experience	\$1,837	\$1,897	\$1,968	\$2,032
2.110	Middle School School Dramatics (Annual)				
	First Year of Experience	\$571	\$590	\$612	\$632
	Second Year of Experience	\$653	\$674	\$700	\$722
	Third Year of Experience	\$735	\$759	\$787	\$813

ARTICLE #	STIPEND	2001-02	2002-03	2003-04	2004-05
2.200	High School Yearbook (Annual)				
	First Year of Experience	\$1,429	\$1,475	\$1,531	\$1,581
	Second Year of Experience	\$1,634	\$1,687	\$1,750	\$1,807
	Third Year of Experience	\$1,837	\$1,897	\$1,968	\$2,032
2.300	High School Newspaper (Annual)				
	First Year of Experience	\$1,065	\$1,100	\$1,141	\$1,178
	Second Year of Experience	\$1,190	\$1,229	\$1,275	\$1,316
	Third Year of Experience	\$1,353	\$1,397	\$1,449	\$1,496
2.400	Literary Magazine (Annual)				
	First Year of Experience	\$1,064	\$1,099	\$1,140	\$1,177
	Second Year of Experience	\$1,190	\$1,229	\$1,275	\$1,316
	Third Year of Experience	\$1,353	\$1,397	\$1,449	\$1,496
2.500	Stagecraft (Annual)				
	First Year of Experience	\$1,296	\$1,338	\$1,388	\$1,433
	Second Year of Experience	\$1,452	\$1,499	\$1,555	\$1,606
	Third Year of Experience	\$1,644	\$1,697	\$1,761	\$1,818
2.600	Debate (Annual)				
	First Year of Experience	\$1,064	\$1,099	\$1,140	\$1,177
	Second Year of Experience	\$1,190	\$1,229	\$1,275	\$1,316
	Third Year of Experience	\$1,353	\$1,397	\$1,449	\$1,496
2.700	Forensics (Annual)				
	First Year of Experience	\$1,064	\$1,099	\$1,140	\$1,177
	Second Year of Experience	\$1,190	\$1,229	\$1,275	\$1,316
	Third Year of Experience	\$1,353	\$1,397	\$1,449	\$1,496
2.800	Audio Visual (Annual)				
	First Year of Experience	\$1,064	\$1,099	\$1,140	\$1,177
	Second Year of Experience	\$1,190	\$1,229	\$1,275	\$1,316
	Third Year of Experience	\$1,353	\$1,397	\$1,449	\$1,496
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	\$2,675	\$2,762	\$2,866	\$2,959
3.200	Special Education Teachers	\$2,312	\$2,387	\$2,477	\$2,557

ARTICLE #	STIPEND	2001-02	2002-03	2003-04	2004-05
3.300	Senior Designation	\$269	\$278	\$288	\$298
4.000	ACTIVITIES SUPERVISION				
4.100	School Plays - Per Event	\$15.20	\$15.69	\$16.28	\$16.81
4.200	Bus Chaperon - Per Event	\$22.72	\$23.46	\$24.34	\$25.13
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.				

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.

ARTICLE #	STIPEND	2001-02	2002-03	2003-04	2004-05
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	\$4,641	\$4,792	\$4,972	\$5,133
	Second Year of Experience	\$5,178	\$5,346	\$5,547	\$5,727
	Third Year of Experience	\$5,705	\$5,890	\$6,111	\$6,310
5.111	Football and Basketball, Asst.				
	First Year of Experience	\$3,036	\$3,135	\$3,252	\$3,358
	Second Year of Experience	\$3,421	\$3,532	\$3,665	\$3,784
	Third Year of Experience	\$3,802	\$3,926	\$4,073	\$4,205
5.120	Wrestling, Swimming, Volleyball, Head				
	First Year of Experience	\$3,096	\$3,197	\$3,316	\$3,424
	Second Year of Experience	\$3,483	\$3,596	\$3,731	\$3,852
	Third Year of Experience	\$3,870	\$3,996	\$4,146	\$4,280
5.121	Wrestling, Swimming, Volleyball, Asst.				
	First Year of Experience	\$2,061	\$2,128	\$2,208	\$2,280
	Second Year of Experience	\$2,321	\$2,396	\$2,486	\$2,567
	Third Year of Experience	\$2,573	\$2,657	\$2,756	\$2,846
5.130	Baseball, Track, Softball, Soccer, Hockey, Head				
	First Year of Experience	\$2,272	\$2,346	\$2,434	\$2,513
	Second Year of Experience	\$2,561	\$2,644	\$2,743	\$2,833
	Third Year of Experience	\$2,841	\$2,933	\$3,043	\$3,142
5.131	Baseball, Track, Softball, Soccer, Hockey, Asst.				
	First Year of Experience	\$1,616	\$1,669	\$1,731	\$1,787
	Second Year of Experience	\$1,806	\$1,865	\$1,935	\$1,998
	Third Year of Experience	\$1,993	\$2,058	\$2,135	\$2,204
5.140	Golf and Tennis				
	First Year of Experience	\$1,663	\$1,717	\$1,781	\$1,839
	Second Year of Experience	\$1,875	\$1,936	\$2,009	\$2,074
	Third Year of Experience	\$2,078	\$2,146	\$2,226	\$2,298

ARTICLE #	STIPEND	2001-02	2002-03	2003-04	2004-05
5.141	Golf Asst.				
	First Year of Experience	\$1,070	\$1,105	\$1,146	\$1,183
	Second Year of Experience	\$1,220	\$1,260	\$1,307	\$1,349
	Third Year of Experience	\$1,347	\$1,391	\$1,443	\$1,490
5.142	Cross Country				
	First Year of Experience	\$2,120	\$2,189	\$2,271	\$2,345
	Second Year of Experience	\$2,388	\$2,466	\$2,558	\$2,641
	Third Year of Experience	\$2,653	\$2,739	\$2,842	\$2,934
5.150	Equipment Manager (Annual)				
	First Year of Experience	\$1,993	\$2,058	\$2,135	\$2,204
	Second Year of Experience	\$2,237	\$2,310	\$2,396	\$2,474
	Third Year of Experience	\$2,476	\$2,556	\$2,652	\$2,739
5.160	Athletic Facilities Manager (per game)				
	Varsity Football	\$125	\$129	\$134	\$138
	Varsity Basketball	\$77	\$80	\$82	\$85
	JV and Freshman Football and Basketball	\$59	\$61	\$63	\$65
	Varsity Volleyball	\$59	\$61	\$63	\$65
5.170	Head Trainer (Annual)				
	First Year of Experience	\$7,233	\$7,468	\$7,748	\$8000
	Second Year of Experience	\$8,346	\$8,617	\$8,940	\$9,231
	Third Year of Experience	\$9,458	\$9,765	\$10,132	\$10,461

5.180	Building Athletic Director (Annual)				
	First Year of Experience	\$7,311	\$7,549	\$7,832	\$8,086
	Second Year of Experience	\$8,221	\$8,488	\$8,806	\$9,093
	Third Year of Experience	\$9,219	\$9,519	\$9,876	\$10,197
5.190	Cheerleading, Pompon, Flag, Majorettes				
	First Year of Experience	\$1,337	\$1,380	\$1,432	\$1,479
	Second Year of Experience	\$1,496	\$1,545	\$1,603	\$1,655
	Third Year of Experience	\$1,664	\$1,718	\$1,783	\$1,840
5.191	Science Olympiad Coaches (per hour)				
	First Year of Experience	\$14.71	\$15.19	\$15.76	\$16.27
	Second Year of Experience	\$16.53	\$17.07	\$17.71	\$18.28
	Third Year of Experience	\$18.37	\$18.97	\$19.68	\$20.32
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	\$14.71	\$15.19	\$15.76	\$16.27
	Second Year of Experience	\$16.53	\$17.07	\$17.71	\$18.28
	Third Year of Experience	\$18.37	\$18.97	\$19.68	\$20.32

ARTICLE #	STIPEND	2001-02	2002-03	2003-04	2004-05
5.211	Intramural Coaches (per hour)				
	First Year of Experience	\$12.76	\$13.17	\$13.67	\$14.11
	Second Year of Experience	\$14.40	\$14.87	\$15.43	\$15.93
	Third Year of Experience	\$15.98	\$16.50	\$17.12	\$17.67
	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	\$12.76	\$13.17	\$13.67	\$14.11
	Second Year of Experience	\$14.40	\$14.87	\$15.43	\$15.93
	Third Year of Experience	\$15.98	\$16.50	\$17.12	\$17.67
5.230	Academic Track Teacher Coaches				
	First Year of Experience	\$14.71	\$15.19	\$15.76	\$16.27
	Second Year of Experience	\$16.53	\$17.07	\$17.71	\$18.28
	Third Year of Experience	\$18.37	\$18.97	\$19.68	\$20.32
5.240	Science Olympiad Coaches (per hour)				
	First Year of Experience	\$14.71	\$15.19	\$15.76	\$16.27
	Second Year of Experience	\$16.53	\$17.07	\$17.71	\$18.28
	Third Year of Experience	\$18.37	\$18.97	\$19.68	\$20.32
6.000	MISCELLANEOUS				
6.100	Travel Allowance: Per IRS mileage reimbursement				
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.				

ARTICLE #	STIPEND	2001-02	2002-03	2003-04	2004-05
6.310	Band Director (H.S.) - Annual (including Marching Band and Spring Show)				
	First Year of Experience	\$4,332	\$4,472	\$4,640	\$4,791
	Second Year of Experience	\$4,866	\$5,024	\$5,212	\$5,381
	Third Year of Experience	\$5,407	\$5,583	\$5,792	\$5,980
6.320	Vocal Music Dir. (H.S.) - Annual (including Spring Show and Swing Choir)				
	First Year of Experience	\$3,665	\$3,784	\$3,926	\$4,054
	Second Year of Experience	\$4,120	\$4,254	\$4,413	\$4,557
	Third Year of Experience	\$4,574	\$4,723	\$4,900	\$5,059
6.330	Ass't Band Director (H.S.) - Annual				
	First Year of Experience	\$2,168	\$2,238	\$2,322	\$2,398
	Second Year of Experience	\$2,433	\$2,512	\$2,606	\$2,691
	Third Year of Experience	\$2,703	\$2,791	\$2,896	\$2,990
6.340	Band Director (Intermediate) - Annual				
	First Year of Experience	\$1,083	\$1,118	\$1,160	\$1,198
	Second Year of Experience	\$1,219	\$1,259	\$1,306	\$1,348
	Third Year of Experience	\$1,352	\$1,396	\$1,448	\$1,495
6.400	Science Supply Coordinator (Annual)	\$1,353	\$1,397	\$1,449	\$1,496
6.600	Deans (Annual)	\$3,200	\$3,304	\$3,428	\$3,539
6.700	Counselors (Annual)	\$1,074	\$1,109	\$1,150	\$1,188
6.800	Coordinators (Annual)	\$2,658	\$2,744	\$2,847	\$2,940
	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				

ARTICLE #	STIPEND	2001-02	2002-03	2003-04	2004-05
	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)	\$1,074	\$1,109	\$1,150	\$1,188
7.000	Summer School (per hour)	\$24.76	\$25.56	\$26.52	\$27.39

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

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

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:

- | | | | | |
|---|-------|-------|-------|-------|
| <p>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.</p> | _____ | _____ | _____ | _____ |
| <p>1.2 Rapport with the athletic coaching staff.</p> | _____ | _____ | _____ | _____ |
| <p>1.3 Appropriate dress at practices and games.</p> | _____ | _____ | _____ | _____ |
| <p>1.4 Participation in a reasonable number of professional and in-service meetings.</p> | _____ | _____ | _____ | _____ |
| <p>1.5 Public Relations: Cooperation with newspapers, radio, T.V., Booster Clubs, parents, and interested spectators.</p> | _____ | _____ | _____ | _____ |

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.	_____	_____	_____	_____

	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 "C"

INDIVIDUALIZED DEVELOPMENT PLAN

Name _____

TEACHER'S SIGNATURE
SIGNATURE

PRINCIPAL'S (ASST. PRINCIPAL'S)
SIGNATURE

DATE _____

DATE _____

GOAL STATEMENT
(Broad statements of direction or intent, Student Self-Subject)

PERFORMANCE OBJECTIVES
(State expected results)

PLAN OF ACTION
(State your plan of action and means of achieving objectives)

CRITERION FOR SUCCESS
(Method of Measurement of Success)

TARGET ACHIEVEMENT DATE

APPRAISAL OF GOAL ACHIEVEMENTS:

DATE: _____

APPENDIX "D"

TEACHER PROFESSIONAL GROWTH RECORD

NOTE: Teachers may voluntarily utilize this record of their professional growth to any extent they desire.

Name _____ Date _____

School _____

This record may be completed and returned to the building administrator for placement in the teacher's personnel file at the end of the school year.

I. Professional advancement experiences I have had this year such as classes, conferences, lectures, travel, etc.

II. Experiences outside the classroom I have provided for students. These include field trips, resource persons, special projects, etc.

III. Significant classroom projects that I have had my students involved in.

IV. Supplemental activities I have directed.

V. Community activities I am/have been involved in.

VI. Additional comments

APPENDIX "E"
CLASSROOM TEACHER EVALUATION

Date: _____

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
1. The teacher's instructions and directions clearly communicate (1) the purposes for classroom activities and (2) what is expected of the student.	_____	_____
2. The teacher's preparation of lessons shows (1) adequate preparation and (2) an understanding of the learning process.	_____	_____
3. The teacher's approach to planning, teaching, and student relations shows evidence of flexibility and adaptability.	_____	_____
4. While striving to achieve desired educational outcome, the teacher shows evidence of accepting students' feelings, perceptions, and level of emotional and intellectual development.	_____	_____
5. The teacher is able to use reinforcement techniques to promote desirable student behavior.	_____	_____
6. The teacher promotes active student participation in the learning process.	_____	_____
7. The teacher arranges the physical environment to promote learning.	_____	_____
8. The teacher evidences effective classroom management and supervision.	_____	_____

APPENDIX "E"
CLASSROOM TEACHER EVALUATION
Page 2

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
----------------------------	----------------------	---

9. The teacher's personal characteristics within the classroom model behaviors desired from students, promote effective staff and community relationships, and exhibit maturity.

B. RECOMMENDATION:

C. COMMENTS:

Teacher Signature

Administrator Signature

APPENDIX "F"
TITLE I READING TEACHER EVALUATION

Date: _____

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
1. The teacher's instructions and directions clearly communicate (1) purposes for classroom activities and (2) what is expected of the student.	_____	_____
2. The teacher's preparation of lessons shows (1) adequate preparation and (2) an understanding of the learning process.	_____	_____
3. The teacher's approach to planning, teaching, and student relations shows evidence of flexibility and adaptability.	_____	_____
4. While striving to achieve desired educational outcome, the teacher shows evidence of accepting students' feelings, perceptions, and level of emotional and intellectual development.	_____	_____
5. The teacher promotes active student participation in the learning process.	_____	_____
6. The teacher communicates with the classroom teacher in developing educational plans.	_____	_____

APPENDIX "F"
 TITLE I READING TEACHER EVALUATION
 Page 2

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
----------------------------	----------------------	---

7. The teacher demonstrates new techniques and methodologies in the teaching of reading. _____

8. The teacher arranges interactive time with parents to enhance continuity of the instructional program. _____

9. The teacher's personal characteristics model behaviors desired from students, promote effective staff and community relationships, and exhibit maturity. _____

B. RECOMMENDATION:

C. COMMENTS:

 Teacher Signature

 Administrator Signature

APPENDIX "F"

SPECIAL EDUCATION
NON-CLASSROOM EVALUATION

Date: _____

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
1. The Special Education Staff Person clearly communicates (1) the purposes for his/her area of concern, and (2) what support is to be provided for the student.	_____	_____
2. The Special Education Staff Person shows (1) adequate preparation to serve school needs, and (2) an understanding of his/her specific area of concern.	_____	_____
3. The Special Education Staff Person's approach to _____ planning shows evidence of flexibility and adaptability.	_____	_____
4. While striving to achieve desired educational outcomes, the Special Education Staff Person shows evidence of accepting the feelings, perceptions, and level of emotional and intellectual development of the persons with whom he/she serves.	_____	_____
5. The Special Education Staff Person is able to use a wide variety of support techniques to promote desired outcomes.	_____	_____
6. The Special Education Staff Person promotes activities which support the school's learning process.	_____	_____
7. The Special Education Staff Person cooperates with Building Staff in planning for use of facilities needed to perform assigned tasks.	_____	_____

APPENDIX "F"
 SPECIAL EDUCATION
 NON-CLASSROOM EVALUATION
 Page 2

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
----------------------------	----------------------	---

8. The Special Education Staff Person evidences management and supervision of his/her specific areas of concern. _____

9. The Special Education Staff Person's personal characteristics model behaviors desired from students, parents and staff, promote effective staff and community relationships, and exhibit maturity. _____

B. RECOMMENDATION:

C. COMMENTS:

 Teacher Signature

 Administrator Signature

APPENDIX "F"

ADULT/COMMUNITY EDUCATION
COORDINATOR EVALUATION

Date: _____

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
1. The Coordinator demonstrates organizational abilities for effective use of time.	_____	_____
2. The Coordinator uses established procedures enrolling students and planning their Programs and schedules.	_____	_____
3. Direction is provided by the Coordinator for the programs and Centers to which assigned.	_____	_____
4. The Coordinator demonstrates good communication skills, both oral and written with students, faculty, administration and other parties.	_____	_____
5. The Coordinator provides aid and assistance to the Community Education Director in curriculum development and program planning.	_____	_____
6. The Coordinator promotes active student, faculty, _____ and community involvement in the activities of the program.	_____	_____

APPENDIX "F"
ADULT/COMMUNITY EDUCATION
COORDINATOR EVALUATION
Page 2

7. The Coordinator demonstrates the ability to work with the other departments of the school district and with cooperating social agencies.

8. The Coordinator's personal characteristics, within assigned programs, promote staff and community relationships, and exhibit maturity.

B. RECOMMENDATION:

C. COMMENTS:

Teacher Signature

Administrator Signature

APPENDIX "F"

GUIDANCE PERSONNEL EVALUATION

Date: _____

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
1. The staff member works toward achievement of district/school student services goals.	_____	_____
2. The staff member displays knowledge of professional field/services and community resources available.	_____	_____
3. The staff member demonstrates an awareness of the school program (curriculum, policies, procedures) as related to the counseling process.	_____	_____
4. The staff member demonstrates organizational abilities which facilitate the counseling process.	_____	_____
5. The staff member establishes effective relationships with students.	_____	_____
6. The staff member establishes effective relationships with parents.	_____	_____

APPENDIX "F"
GUIDANCE PERSONNEL EVALUATION
Page 2

7. The staff member establishes effective relationships with other staff members. _____

8. The staff member's personal characteristics, within the school setting, model behaviors desired from students, promote effective staff and community relationships, and exhibit maturity. _____

B. RECOMMENDATION:

C. COMMENTS:

Teacher Signature

Administrator Signature

APPENDIX "G"
PROBATIONARY TEACHER TENURE FORMS

BAY CITY PUBLIC SCHOOLS
PROBATIONERS SPONSORS LIST
(Due End of First Week)

School _____ Date _____

Principal appoints sponsor(s) and completes this form during the first week as listed on probationer's calendar.

PROBATIONER(S)	YEAR OF PROBATION	SPONSOR(S)
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____
7 _____	_____	_____
8 _____	_____	_____
9 _____	_____	_____
10 _____	_____	_____

11 _____

12 _____

Tenure Form 1
Revised Sept. 1993

BAY CITY PUBLIC SCHOOLS
PRINCIPAL-PROBATIONER-SPONSOR MEETINGS
(Due After Each Conference)

To be completed after each conference deadline by the Principal.

PROBATIONER	SPONSOR	DATE OF MEETING	MINUTES ON FILE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
PRINCIPAL _____		DATE _____	

Tenure Form 2
Revised Sept. 1993

BAY CITY PUBLIC SCHOOLS
PROBATIONER-SPONSOR ASSIGNMENT
(Due End of Second Week)

Probationer _____ Sponsor _____

Both the Probationer and Sponsor fill out this form.

Copies to: City-Wide Tenure Committee Chairperson
Personnel Office

For Probationer: Are you working with your sponsor? YES NO

Any comments?

Signed _____ Date _____

For Sponsor: Are you working with your probationer? YES NO

Any comments?

Signed _____ Date _____

PRINCIPAL _____ BUILDING
CHAIRPERSON _____

Tenure Form 3
Revised Sept. 1993

BAY CITY PUBLIC SCHOOLS
SPONSORS REPORT
(Due the 8th, 18th and 26th Week)

School _____

Date _____

Principal _____

Probationer _____

Sponsor _____

Probationer's Year: First _____

Second _____

Third _____

Fourth _____

Conference: First _____

Second _____

Third _____

Committee report concerning pertinent data relating to progress of Probationer.

Copies to: Building Committee Chairperson
Personnel Office
Principal
Probationer

Note: Use Form 5 with second and third conferences

REPORT:

Tenure Form 4
Revised Sept. 1993

BAY CITY PUBLIC SCHOOLS

A SCORE CARD FOR TEACHING SERVICES
(Due the 18th and 26th week)

Probationer _____

School _____

Date _____

PERSONAL QUALITIES	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
1. Attendance & Punctuality				
2. Appearance				
3. Emotional Stability				
4. Respect for Persons from different races, cultures, and religions				
5. Friendliness toward students and co-workers				
6. Sense of humor				
7. Ability for self-evaluation				
8. Ability to separate personal problems from professional obligations				
9. Ability to listen				

Tenure Form 5
Revised Sept. 1993

INSTRUCTIONAL SKILLS	SATIS- FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS- FACTORY	COMMENTS
1. Goals and objectives for individual and group achievement are established consistent with known patterns of child growth and development.				
2. Learning tasks assigned to students are well planned and purposeful.				
3. Assignments and explanations are clear.				
4. Lesson plans indicate clearly the goals and objectives to be achieved by materials and activities being presented.				
5. Lesson plans give clear evidence of organizational skills.				
6. Lesson plans allow for individual differences.				
7. Adequate time is given for students to respond to teacher assignments.				
8. Variety of teaching materials are used effectively.				

INSTRUCTIONAL SKILLS Continued	SATIS- FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS- FACTORY	COMMENTS
9. Enthusiasm for subjects taught is created.				
10. Appropriate use of resource people, field trips, visual aides, etc., is evident.				
11. Students are taught to use a variety of materials.				
12. Students are taught efficient and effective habits.				
13. Academic content is related to everyday life situations.				
14. Presentations are related to assigned topic of discussion.				
15. Uses Instructional time to communicate with students.				

GROUP MANAGEMENT SKILLS	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
1. Effective classroom control is evident.				
2. Teacher is aware of what each student is accomplishing.				
3. Student group behavior gives evidence of self-discipline.				
4. Class interest is held.				
5. Individual student behavior within the group (class) is effectively evaluated.				
6. Growth of group (class) is promoted and evident.				
7. Time is budgeted and managed effectively.				
8. Student pride is developed in promoting and maintaining an attractive classroom environment.				

PROFESSIONAL COMPETENCE	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
1. Knowledge of teaching field is evident.				
2. Subject(s) being taught are handled effectively.				
3. An attractive, clean, safe classroom environment is provided.				
4. Responsible handling of confi-dential or privileged information about students and families is evident.				
5. There is clear evidence of ability to write and speak effectively.				
6. Controversial language patterns that are suggestive and/or profane are avoided.				
7. Ability to work with students with learning problems is evident.				
8. Knowledge of referral proce-dures and appropriate sources of assistance from school and community is evident.				

RELATIONSHIP WITH STUDENTS	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
1. Respect is shown for the human qualities of young people.				
2. Individual behavior problems are handled effectively.				
3. An atmosphere of cheerfulness and cordiality is created.				
4. The teacher is fair.				
5. Positive recognition is given to individual students.				
6. A positive attitude and interest in student welfare beyond the academic classroom setting is shown.				
7. Student progress is evaluated systematically and objectively.				
8. The respect of students is evident.				

RELATIONSHIP WITH PARENTS	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
1. Effective relationships with parents are developed.				
2. Time to confer with parents is made available.				
3. Parents are kept informed about the affairs of the classroom.				
4. References to parents and their background are made responsibly.				
RELATIONSHIP WITH STAFF	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
1. Cooperation with colleagues is evident.				
2. A positive attitude toward non-academic staff is evident.				
3. Suggestions, assistance and/or criticism is accepted in a mature manner.				
4. References to parents and their backgrounds are made responsibly.				
5. Positive interpersonal relationship with staff is developed.				

RELATIONSHIP WITH STAFF (continued)	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
6. Willingness to share respon-sibility for extra school activities is evident.				

SCHOOL POLICIES	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
1. Building policies are carried out effectively.				
2. The building handbook is used.				
3. Clarification of building policy is sought from administration when needed.				
4. Goals and objectives of the school district are accepted and implemented.				
5. School district policies are carried out cooperatively and effectively.				
6. There is evidence that administrative suggestions and/or recommendations are used.				

BAY CITY PUBLIC SCHOOLS
Bay City, Michigan

SPONSOR'S RECOMMENDATION TO THE SUPERINTENDENT
(Due the 28th Week)

PROBATIONER

SPONSOR

SCHOOL _____

DATE _____

Copies to: Personnel Office
Principal
Probationer
Superintendent

COMMENTS:

Sponsor

Building Committee Chairperson

Tenure Form 6
Revised Sept. 1993

BAY CITY PUBLIC SCHOOLS
Bay City, Michigan

PRINCIPAL'S RECOMMENDATION TO SUPERINTENDENT
(Due the 28th Week)

PROBATIONER

SPONSOR

SCHOOL _____

DATE _____

Copies to: Personnel Office
Probationer
Sponsor
Superintendent

COMMENTS:

Principal

Tenure Form 7
Revised Sept. 1993

APPENDIX "I"

MEMORANDUM OF UNDERSTANDING

between the
BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

School calendars negotiated in accordance with the Master Agreement are incorporated as Appendix "I".

SCHOOL CALENDAR
2001-2002

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Aug.	20	21	22>	23<	24*
	27	28	29	30	31*
Sept.	3)	4	5	6	7
	10+	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
Oct.	1+	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
Nov.				1	2
	5+	6	7	8	9
	12	13	14	15	16
	19	20	21^	22)	23*
	26	27	28	29	30
Dec.	3+	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24*	25)	26*	27*	28*
	31*				
Jan		1)	2*	3	4
	7+	8	9	10	11
	14	15	16	17	18
	21=	22	23	24	25
	28	29	30	31	

+ BUILDING STAFF MEETING
 \ PROFESSIONAL DEVELOPMENT MEETING (OPTIONAL ATTENDANCE)
 PAYMENT AS PER APPENDIX "B" ARTICLE 1.200)

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Feb.					1
	4+	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22^
	25*	26	27	28	
Mar.					1
	4+	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25*	26*	27*	28*	29*
Apr.	1*	2	3	4	5
	8+	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			
May			1	2	3
	6+	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27)	28	29	30	31
June	3	4	5	6=	7
	10	11	12	13	14

SYMBOLS
 > NEW TEACHER IN-SERVICE
 < BUILDING/PROGRAM MEETINGS AND CLASSROOM PREPARATION
 _ STUDENTS IN SESSION
 * RECESS
) HOLIDAY
 ^ PARENT-TEACHER CONFERENCE (SEE NOTE #2)
 = RECORD DAY (SEE NOTE #3)

SCHOOL CALENDAR
2001-2002

NOTE #1 PARENT-TEACHER CONFERENCES

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

On Wednesday, November 21, 2001 and Friday, February 22, 2002 students will not be in session to help facilitate the time required to accomplish Parent-Teacher Conferences.

NOTE #2 RECORD DAYS

It is recognized that certain clerical tasks (i.e. test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. 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 2001-2002 school calendar such days will occur on Monday, January 21, 2002 and Thursday, June 6, 2002. It is agreed that these days are to be included as record days in the one-hundred ninety (190) day school calendar.

NOTE #3 MARKING PERIODS

November 2 nd	End of marking period
January 18 th	End of marking period
March 22 nd	End of marking period
June 5 th	End of marking period

SCHOOL CALENDAR
2002-2003

	M	T	W	T	F
Aug.	19	20	21>	22<	23*
	26	27	28	29	30*

Sept.	2)	3	4	5	6
	9+	10	11	12	13
	16\	17	18	19	20
	23\	24	25	26	27
	30\				

Oct.		1	2	3	4
	7+	8	9	10	11
	14+	15	16	17	18
	21\	22	23	24	25
	28\	29	30	31	

Nov.					1
	4+	5	6	7	8
	11+	12	13	14	15
	18\	19	20	21	22
	25\	26	27^	28)	29*

Dec.	2+	3	4	5	6
	9+	10	11	12	13
	16\	17	18	19	20
	23*	24*	25)	26*	27*
	30*	31*			

Jan.			1)	2*	3*
	6\	7	8	9	10
	13+	14	15	16	17
	20=	21	22	23	24
	27\	28	29	30	31

+ BUILDING STAFF MEETING

\ PROFESSIONAL DEVELOPMENT

MEETING (OPTIONAL ATTENDANCE)

PAYMENT AS PER APPENDIX "B" ARTICLE 1.200)

	M	T	W	T	F
Feb.	3+	4	5	6	7
	10+	11	12	13	14
	17\	18	19	20	21
	24\	25	26	27	28^

Mar.	3	4	5	6	7
	10+	11	12	13	14
	17+	18	19	20	21
	24\	25	26	27	28
	31*				

Apr.		1*	2*	3*	4*
	7+	8	9	10	11
	14\	15	16	17	18*
	21*	22	23	24	25
	28\	29	30		

May				1	2
	5+	6	7	8	9
	12\	13	14	15	16
	19\	20	21	22	23
	26)	27	28	29	30

June	2+	3	4	5	6	7=
	9	10	11	12	13	

SYMBOLS

> NEW TEACHER IN-SERVICE

< BUILDING/PROGRAM MEETINGS AND
CLASSROOM PREPARATION

_ STUDENTS IN SESSION

* RECESS

) HOLIDAY

^ PARENT-TEACHER CONFERENCE

(SEE NOTE #2)

= RECORD DAY (SEE NOTE #3)

SCHOOL CALENDAR
2002-2003

NOTE #1 PARENT-TEACHER CONFERENCES

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

On Wednesday, November 27, 2002 and Friday, February 28, 2003 students will not be in session to help facilitate the time required to accomplish Parent-Teacher Conferences.

NOTE #2 RECORD DAYS

It is recognized that certain clerical tasks (i.e. test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. 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 2002-03 school calendar such days will occur on Monday, January 20, 2003 and Saturday, June 7, 2003. It is agreed that these days are to be included as record days in the one-hundred ninety (190) day school calendar.

NOTE #3 MARKING PERIODS *

October 4 th	End of marking period (High School and Middle School)
November 15 th	End of marking period (All)
January 17 th	End of marking period (High School and Middle School)
February 21 st	End of marking period (All)
April 18 th	End of marking period (High School and Middle School)
June 6 th	End of marking period (All)

* Dates tentative pending Board approval

SCHOOL CALENDAR
2003-2004

	M	T	W	T	F
Aug.	18	19	20>	21<	22*
	25	26	27	28	29*

Sept.	1)	2	3	4	5
	8+	9	10	11	12
	15+	16	17	18	19
	22\	23	24	25	26
	29\	30			

Oct.			1	2	3
	6+	7	8	9	10
	13+	14	15	16	17
	20\	21	22	23	24
	27\	28	29	30	31

Nov.	3+	4	5	6	7
	10+	11	12	13	14
	17\	18	19	20	21
	24\	25	26^	27)	28*

Dec.	1+	2	3	4	5
	8+	9	10	11	12
	15\	16	17	18	19
	22*	23*	24*	25)	26*
	29*	30*	31*		

Jan.				1)	2*
	5\	6	7	8	9
	12+	13	14	15	16
	19=	20	21	22	23
	26\	27	28	29	30

+ BUILDING STAFF MEETING
 \ PROFESSIONAL DEVELOPMENT
 MEETING (OPTIONAL ATTENDANCE
 PAYMENT AS PER APPENDIX "B" ARTICLE 1.200)

	M	T	W	T	F
Feb.	2+	3	4	5	6
	9+	10	11	12	13
	16\	17	18	19	20
	23\	24	25	26	27^

Mar.	1+	2	3	4	5
	8\	9	10	11	12
	15\	16	17	18	19
	22\	23	24	25	26
	29*	30*	31*		

Apr.				1*	2*
	5+	6	7	8	9*
	12*	13	14	15	16
	19\	20	21	22	23
	26\	27	28	29	30

May	3+	4	5	6	7
	10\	11	12	13	14
	17\	18	19	20	21
	24+	25	26	27	28
	31)				

June		1	2	3	4	5=
	7	8	9	10	11	

SYMBOLS

> NEW TEACHER IN-SERVICE
 < BUILDING/PROGRAM MEETINGS AND
 CLASSROOM PREPARATION
 _ STUDENTS IN SESSION
 * RECESS
) HOLIDAY
 ^PARENT-TEACHER CONFERENCE
 (SEE NOTE #2)
 = RECORD DAY (SEE NOTE #3)

SCHOOL CALENDAR
2003-2004

NOTE #1 PARENT-TEACHER CONFERENCES

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

On Wednesday, November 26, 2003 and Friday, February 27, 2004 students will not be in session to help facilitate the time required to accomplish Parent-Teacher Conferences.

NOTE #2 RECORD DAYS

It is recognized that certain clerical tasks (i.e. test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. 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 2003-04 school calendar such days will occur on Monday, January 19, 2004 and Saturday, June 5, 2004. It is agreed that these days are to be included as record days in the one-hundred ninety (190) day school calendar.

NOTE #3 MARKING PERIODS *

October 3 rd	End of marking period (High School and Middle School)
November 14 th	End of marking period (All)
January 16 th	End of marking period (High School and Middle School)
February 20 th	End of marking period (All)
April 16 th	End of marking period (High School and Middle School)
June 4 th	End of marking period (All)

* Dates tentative pending Board approval

SCHOOL CALENDAR
2004-2005

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Aug.	23	24	25>	26<	27*
	<u>30</u>	<u>31</u>			
Sept.			<u>1</u>	<u>2</u>	3*
	6)	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
	<u>13+</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>
	<u>20+</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>
	<u>27\</u>	<u>28</u>	<u>29</u>	<u>30</u>	
Oct.					<u>1</u>
	<u>4+</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	<u>11+</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
	<u>18\</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>
	<u>25\</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>
Nov.	<u>1+</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
	<u>8+</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
	<u>15\</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>
	<u>22</u>	<u>23</u>	24^	25)	26*
	<u>29\</u>	<u>30</u>			
Dec.			<u>1</u>	<u>2</u>	<u>3</u>
	<u>6+</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
	<u>13+</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>
	<u>20\</u>	<u>21</u>	22*	23*	24*
	27*	28*	29*	30*	31*
Jan.	<u>3\</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
	<u>10+</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
	17=	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>
	<u>24\</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>
	<u>31\</u>				

+ BUILDING STAFF MEETING

\ PROFESSIONAL DEVELOPMENT

MEETING (OPTIONAL ATTENDANCE)

PAYMENT AS PER APPENDIX "B" ARTICLE 1.200)

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
Feb.		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
	7+	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
	<u>14+</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
	<u>21\</u>	<u>22</u>	<u>23</u>	<u>24</u>	25^
	28*				
Mar.		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
	7+	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
	<u>14\</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
	<u>21\</u>	<u>22</u>	<u>23</u>	<u>24</u>	25*
	28*	29*	30*	31*	
Apr.					1*
	<u>4+</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	<u>11\</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
	<u>18\</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>
	<u>25\</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>
May	<u>2+</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>9\</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
	<u>16\</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>
	<u>23\</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
	30)	<u>31</u>			
June			<u>1</u>	<u>2</u>	<u>3</u>
	<u>6+</u>	<u>7</u>	<u>8</u>	9=	<u>10</u>

SYMBOLS

> NEW TEACHER IN-SERVICE

< BUILDING/PROGRAM MEETINGS

CLASSROOM PREPARATION

_ STUDENTS IN SESSION

* RECESS

) HOLIDAY

^ PARENT-TEACHER CONFERENCE

(SEE NOTE #2)

= RECORD DAY (SEE NOTE #3)

SCHOOL CALENDAR
2004-2005

NOTE #1 PARENT-TEACHER CONFERENCES

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

On Wednesday, November 24, 2004 and Friday, February 25, 2005 students will not be in session to help facilitate the time required to accomplish Parent-Teacher Conferences.

NOTE #2 RECORD DAYS

It is recognized that certain clerical tasks (i.e. test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. 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 2004-05 school calendar such days will occur on Monday, January 17, 2005 and Thursday, June 9, 2005. It is agreed that these days are to be included as record days in the one-hundred ninety (190) day school calendar.

NOTE #3 MARKING PERIODS *

October 8 th	End of marking period (High School and Middle School)
November 12 th	End of marking period (All)
January 14 th	End of marking period (High School and Middle School)
February 18 th	End of marking period (All)
April 15 th	End of marking period (High School and Middle School)
June 8 th	End of marking period (All)

* Dates tentative pending Board approval

APPENDIX "J"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

This Memorandum of Understanding is a supplement to the Master Agreement between the Bay City Public Schools and the Bay City Education Association.

The parties agree that qualified BCEA bargaining unit members shall select Driver Education Assignments according to the following provisions.

1. The selection of the assignments shall be held in an arena bid.
2. Except in emergencies or excused absences as determined by the Director of Human Resources, teachers must be present to select their assignments. Teachers who are unable to be present should contact the Director of Human Resources.
3. The arena bid shall be held after the schedule of available assignments for each session is determined by the Administration but no later than during the week prior to the beginning of each session.

At least seven (7) calendar days prior to the bid, the Administration shall send out written notices announcing the date, time, and place of the bid and the schedule of available assignments.

4. During the School Year, assignments shall be bid by BCEA bargaining unit members in accordance with their district-wide seniority.
5. During the summer, assignments shall be bid by BCEA bargaining unit members in accordance with their summer Driver Education Program seniority (Article 25.912).

The parties further agree that this Memorandum of Understanding is without prejudice to either party's position on any matter occurring prior to the date below (October 9, 1987).

APPENDIX "K"

MEMORANDUM OF UNDERSTANDING between the BAY CITY PUBLIC SCHOOLS and the BAY CITY EDUCATION ASSOCIATION

The parties agree that contracted services classes or courses with business, industry or labor organizations, such as but not limited to, the UAW-GM CPC classes shall be provided by the Bay City Public Schools Adult Education Program. The Adult Education Program provisions of the Master Agreement shall apply to the contracted services classes, except that:

1. The scheduling of the classes shall be at the prerogative of the Bay City Public Schools and the contracting organization;
2. The site of these classes may be located outside of Bay City Public Schools facilities;
3. The number of hours for each class section shall be determined by the Bay City Public Schools and the contracting organization and may be less than forty-eight (48) hours;
4. The administration shall have the prerogative to "block" class sections for teacher selection, and such "blocking" may not be split by teachers for section selections without the approval of administration;
5. The contracted services classes shall be posted and selected at the same time the other Adult Education classes are posted and selected if the schedule of the contracted services classes are known at the respective posting and selection dates;
6. If it is necessary to schedule a class(es) after other Adult Education classes have been selected in the regularly scheduled process, the most senior, qualified teacher, not currently teaching an Adult Education class during the time frame of the contracted class, will be contacted;
7. Contract services classes, "blocked" or single class sections, starting prior to 3:00 p.m. shall be selected by Day-time Adult Education teachers in order of their seniority and qualifications;
8. Contract services classes, "blocked" or single class sections, starting at 3:00 p.m. or later shall be selected according to Article 38.700; and
9. For seniority and steps calculation, one class section shall equal one assignment.

It is expressly understood that the above agreements are limited to contract services classes and are not applicable to classes or courses in the Bay City Public Schools Community Education Program.

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 "M"

MEMORANDUM OF UNDERSTANDING
between the
BAY CITY PUBLIC SCHOOLS
and the
BAY CITY EDUCATION ASSOCIATION

May 14, 2001

The parties agree that in the event of elimination of the GM Powertrain Adult Education Program, the individuals providing this service would be granted a seniority number with the Bay City Education Association.

Therefore, upon elimination of the above-mentioned program, Robbie Hutter and Elaine Teyner-Smith would be provided a seniority placement as an incoming teacher at the time of elimination. Wage and step placement will be granted using the same provisions as all other incoming Bay City Education Association members.

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 July 1, 2001. 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, 2005, 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.

Employees starting to work before July 1, 2001 for an extended school year (2001-02) shall receive the improvements called for in Appendix "B" retroactive to their individual contract date.

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 14th day of May, 2001.

BAY CITY EDUCATION ASSOCIATION

Kirk E. Bascom, President
Debra Bruzewski, Chairperson
Bernadette Adair
Thomas Brady
Kristin Brashaw
Amy Hurst
Michelle Kraut
Louis Meyette, Executive Director

BAY CITY BOARD OF EDUCATION

Mark Zanotti, President
Michael Weiler, Vice President
Ken Malkin, Secretary
Marie McFarland, Treasurer
Steve Anderson, Elementary Principal
George Charles, High School Principal
Douglas Newcombe, Director of Finance
and Accounting
Neil Kent, Director of Human Resources and
Labor Relations
Shelly Ouellette, Assistant to the Director of
Human Resources and Labor Relations
Carolyn Wierda, Associate Superintendent