

AGREEMENT

between

BAY CITY PUBLIC SCHOOLS

and

BAY CITY EDUCATION ASSOCIATION

COVERING THE YEARS:

2022-2025

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1.000 PREAMBLE

1.100

This Agreement is entered into the 31st day of August, 2022, 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 predominantly 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 a 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 [*] unlawful 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. Teachers have the right to address concerns through any and all legal remedies.

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 PAYROLL DEDUCTIONS

5.100

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 Way Fund, insurance programs, or any other plans or programs jointly approved by the Association and the Board, to the extent allowable by law.

6.000 VACANCIES, PROMOTIONS AND TRANSFERS FOR NON-INSTRUCTIONAL POSITIONS & NON-CERTIFIED POSITIONS

6.100

[*]

6.200

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

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

6.230

[*]

6.231

For non-instructional positions, any vacancy shall be filled permanently only after having been duly posted.

6.300

Notice of administrative vacancies or newly-created administrative positions are subjects of the BCASA collective bargaining agreement, and shall be posted consistent with the BCASA collective bargaining agreement. [*] The Board's decision on the final selection of the candidate shall be final.

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

[*]

6.301

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

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

6.400

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.

6.401

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

6.500 PROGRAM STAFFING PROCEDURE

[*]

6.700

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

6.800 TEACHER POSITION DESCRIPTIONS

Teaching positions shall have position descriptions which reflect the essential functions of the job, the minimum qualifications and physical demands.

7.000 SICK LEAVE AND SICK LEAVE BANK

7.100

The primary purpose of accumulated sick leave days is to cover the absence of an employee beyond the annual leave allotment from school because of personal illness, injury, or incapacitation sufficiently severe that it would make his/her presence in school inadvisable. Accumulated sick leave days apply only to absences resulting from illness, injury or incapacitation of the employee and not absence caused by illness, injury or incapacitation in the immediate family. Employees may utilize accumulated sick leave days if additional time is needed for bereavement (Articles 8.301 and 8.302).

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

7.200

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

7.300

If there is a question or doubt regarding the use of annual leave allotment or accumulated sick leave days, the Director of Personnel and Employee Relations may require a doctor's statement verifying the usage. In the case of the employee's personal illness, the employee may be required to submit to a medical examination before sick leave pay is allowed.

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

7.400

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

7.500 SICK LEAVE BANK

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

7.501

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

7.502

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

7.503

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

7.504

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

7.505

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

7.506

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

7.507

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

7.508

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

7.509

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

7.510

The Sick Leave Bank Appeal Board may grant or suspend sick days from the Sick Leave Bank, in accordance with their policies and consistent with the law. Their judgment and/or decisions will be final.

7.511

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

7.512

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

7.513

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

7.600

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

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

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

8.000 LEAVE OF ABSENCE**8.050**

Any teacher whose personal illness extends beyond the period compensated under Article 7.000 shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall return with all seniority enjoyed at the time their leave is granted and shall be placed on the appropriate step he/she would have earned if the leave had not been taken.

8.075

The Family Medical Leave Act entitles teachers to the appropriate provisions and qualifying leave where applicable. FMLA shall run concurrently with other leaves where applicable. Eligibility during a leave year will be calculated on a rolling backward basis except for Military Caregiving leave which is calculated on a rolling forward basis.

8.100

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

8.200

Leaves of absence with pay chargeable against the teacher's annual leave allotment shall be granted up to a maximum of fourteen (14) days, up to four (4) of which may be used as personal business leave days. Any unused days from the employee's annual leave allotment will be added to their accumulated sick leave, per Articles 7.200 and 26.900. Personal leave, other than sick leave, over three (3) consecutive days must be pre-approved by the Director of Personnel and Employee Relations. Employees may also utilize days from their annual leave allotment if additional time is needed for bereavement (Articles 8.301 and 8.302). Days used for bereavement will not count against personal business leave day usage. Said leaves of absences shall be granted for the following reasons:

8.201

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

8.202

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

8.203

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

8.204

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

8.300

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

8.301

A bereavement leave for a maximum of three (3) days for a death in the immediate family: Spouse, father/stepfather, mother/stepmother, brother/stepbrother, sister/stepsister, children/stepchildren, grandchildren/step grandchildren, and grandparents/step grandparents. Additional non-chargeable time may be granted by the Director of Personnel and Employee Relations for long distance travel.

Additional bereavement time, if needed, shall be charged against the teacher's Annual Leave Allotment (Article 8.200) or Accumulated Sick Leave Days (Article 7.100).

8.302

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

Additional bereavement time, if needed, shall be charged against the teacher's Annual Leave Allotment (Article 8.200) or Accumulated Sick Leave Days (Article 7.100).

8.303

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

8.304

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

8.305

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

8.306

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

8.400

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

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

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

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

8.500

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

8.600

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

8.700

Leaves of absence shall be granted up to two (2) years to any teacher who enlists in the Peace Corps as a full-time participant. Such teacher shall be restored to employment with the District and shall be given the benefits of any increments, seniority which would have been credited to him/her had he/she remained in active service with the school system, provided, however, that

such teacher shall make application for re-employment within ninety (90) days after discharge from the Peace Corps; and provided further that such teacher reports for his/her teaching assignment at the outset of the semester/trimester immediately following such discharge from service. Sick leave accumulation shall be the 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 the 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 a 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 teachers shall be granted the leave of absence without loss of status, salary (as described below), seniority, and other rights or benefits. The teacher shall make reasonable effort to ensure that such service be performed during non-school time. A teacher serving military duty according to Article 8.900 shall be compensated for the difference between the teacher's pay and the pay received for the performance of the obligation. At the request of the teacher, any overpayment of salary may be repaid to the Bay City Public Schools within ten (10) days of the date the teacher returns to his assignment.

8.1000

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

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

8.1010

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

8.1100 SABBATICAL LEAVE

8.1110 Purpose

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

8.1120 Qualifications

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

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

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

8.1130 Application

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

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

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

8.1140 Compensation

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

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

8.1150 Status While On Sabbatical Leave

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

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

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

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

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

8.1160 Status On Return From Sabbatical Leave

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

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

8.1170 Review Committee

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

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

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

8.1180 Selection

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

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

8.1190 Obligation

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

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

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

9 000 RELEASED TIME

9.100

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

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

10.000 TENURE PROCEDURES

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10.400

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11.000 EVALUATION

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The evaluation of the work of all non-teaching professionals is the responsibility of the Administration. [*]

11.150

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11.200

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11.300

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11.501

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11.502

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12.000 PROFESSIONAL GRIEVANCE PROCEDURE**12.100 Definitions**

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

12.110

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

12.120

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

12.130

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

12.140

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

12.200 Purpose

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

12.300 Association Representatives

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

12.320

The Association shall establish a Grievance Committee.

12.330

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

12.400 Informal Procedure

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

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

12.500 Formal Procedure

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

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

within the specified time limits shall permit the Association to proceed to the next step. All time limits may be extended by mutual agreement in writing.

12.510 Level One

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

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

12.520 Level Two

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

12.530 Level Three

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

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

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

12.700 Miscellaneous

12.710

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

12.720

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

12.730

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

12.740

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

12.750

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

13.000 EXPERIENCE ALLOWANCE

13.100

At the time of initial employment, or re-employment, if a certified teacher has had a regular full-time contract (excluding substitute assignments) in a school, the District will determine their placement on the salary schedule up to the equivalent of a BCEA employee with the same years of experience.

Except for new hires in the critical shortage subject matters of math, science, special education, and foreign language, the District will determine their placement on the salary schedule up to the individual's full years of relevant 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 LONGEVITY

15.100

Eligibility will be based upon years of previous professional experience as recognized by the district on the date of hire (through the steps granted on the salary schedule) plus years of service to the district. Longevity shall consist of three levels.

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

15.200

In or after their seventeenth (17th) year of professional experience as defined in 15.100 a teacher's salary shall increase 5% (five percent) of the teacher's base salary (BA Step 3) of the salary schedule, Appendix "A".

In or after their twenty-second (22nd) year of professional experience as defined in 15.100 a teacher's salary shall increase 5% (five percent) of the teacher's base salary (Degree and Step) of the salary schedule, Appendix "A".

In or after their twenty-seventh (27th) year of professional experience as defined in 15.100, a teacher's salary shall increase 5% (five percent) of the teacher's base salary (Degree and Step) of the salary schedule, Appendix "A".

Longevity Formula

Year 17: (BA Step 3 x .05) + Teacher's Step = Teacher's Base Salary

Year 22: (Teacher's Step x .05) + Teacher's Step + Year 17 Longevity = Teacher's Base Salary

Year 27: (Teacher's Step x .05) + Teacher's Step + Year 17 Longevity + Year 22 Longevity = Teacher's Base Salary

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 regular teachers often need assistance when instructing pupils who need special attention or treatment. The director of special education and the building principal will be responsible for facilitating this assistance when deemed necessary.

The parties to this Agreement recognize the need to provide all students with disabilities the opportunity to be educated 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 child study process and special education placement process will be provided to each teacher 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 bargaining unit member shall be called to the bargaining unit member's attention.

16.700

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

16.800

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

16.810

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

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 shall have at least twenty-four (24) hours advance notice in writing to 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.

16.1100

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16.1110

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

16.1120

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

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

16.1121

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

16.1300 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 requests 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.

[*]

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. 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.

18.150

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18.160

A bargaining unit member may be granted a voluntary leave of absence under the provisions of Article 8.000.

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 13.100.

18.200 LayOff and Recall

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18.210

[*]

18.220

[*]

18.230

[*]

18.240

[*]

18.241

[*]

18.250

[*]

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

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

[*]

18.251

Qualifications:

A. Teachers will be appropriately certified, consistent with state law, for their respective assignments.

B. Teachers in the area of Special Education shall meet requirements in certification and endorsement consistent with state law.

C. Non-certified or non-endorsed teachers may also perform classroom instruction consistent with state law.

[*]

18.252

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B. (5) [*]A Letter of Intent teacher, including those who have Letter of Intent rights but are not employed, shall have the right to interview for [*] posted vacancies for which he/she is certified and qualified. The right to an interview does not include the right to employment on a regular probationary contract.

[*]

18.260

[*]

18.270

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

19.000 REQUISITIONING INSTRUCTIONAL SUPPLIES/MATERIALS

19.100

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

19.200

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

19.300

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

19.400

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

19.500

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

19.600

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

20.000 REPAIRS AND MAINTENANCE

20.100

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

20.200

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

20.300

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

21.000 STUDENT TEACHING PROGRAM

21.100

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

21.200

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

21.300

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

21.400

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

21.500

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

21.600

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

21.700

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

21.800

The supervising teacher shall be paid at the rate provided in the 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 prorated.

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

25.000 TEACHING HOURS AND WORKING CONDITIONS

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.

25.1000 Virtual Program

25.1001

Teacher assigned to a workload that is $\frac{3}{5}$ or greater virtual instruction shall be considered as being assigned to the virtual program. Teachers in the virtual program are allowed to work remotely with a flexible schedule to support virtual students and otherwise will not have to report to a school building on a regular basis for 60% of their assignment. Teachers will consult and reach an agreement with the Director of Online Learning at least thirty (30) days in advance for the flexible portion of their schedule. Changes to the flexible schedule shall be made by mutual consent. Teachers assigned to a majority virtual assignment may be required to provide up to 40% of their work week at a student support center or designated building, during normal school hours unless otherwise mutually agreed between the teacher and director. Teachers will be notified at least thirty (30) days in advance of scheduled support time. The normal amount of time necessary to perform the responsibilities or virtual instruction will be expected of all virtual teachers. Teachers assigned a virtual instruction shall not be required to work more than the normal number of days and hours required in the BCEA contract including emergency closure days.

25.1010 Elementary

25.1011

Virtual elementary classes will not be considered splits under Article 27.220. Virtual classes shall not exceed 30 students.

25.1012

Virtual elementary assignments shall not be more than three (3) consecutive grade levels per teacher, unless mutually agreed upon between the District and the Association.

25.1013

Teachers with virtual assignments shall not be required to substitute teach for more than one (1) class period per day except for classroom teacher emergencies. Virtual teachers shall be treated in the same fashion as other classroom teachers in the building.

25.1014

Elementary classroom teachers shall not be assigned hybrid (in-person and virtual) assignments, except for elementary special area teachers.

25.1020 Secondary

25.1021

Virtual secondary teachers shall not be assigned more than one hundred eighty (180) students per semester.

Secondary virtual teachers shall be assigned a mentor log caseload of up to 60 virtual students per semester from their “teacher of record” student grouping. The mentor log teacher will have the responsibility of checking in with students and completing all logs for pupil accounting purposes. Special Education Teachers will only complete mentor logs for their assigned caseload.

25.1022

Secondary teachers assigned to both the virtual and in-person programs and the majority of their assignment is in-person, shall not exceed class size or teaching loads as described in Articles 25.410, 25.510, except in the case of an overload. No teacher shall be assigned more than one (1) overload. For example: A teacher assigned three (3) classes in person as described in Article 25.410 shall not be assigned more than two (2) different sections or classes in the virtual program, except in the case of an overload as described in the Appendix “B” 1.400.

25.1023

Secondary teachers assigned to both the virtual and in-person programs and the minority of their assignment is in-person, shall not exceed student caseload as described in Article 25.1021, except in the case of an overload. No teacher shall be assigned more than one (1) overload. For example: A teacher assigned two (2) or less classes in-person as described in Article 25.410, 25.510 shall not be assigned more than 180 students in total, except in the case of an overload, in which case the teacher shall not exceed 210 students in total, as described in Appendix “B” 1.400.

25.1024

Teachers with virtual assignments shall not be required to substitute teach for more than one (1) class period per day except for classroom teacher emergencies. Virtual teachers shall be treated in the same fashion as other classroom teachers in the building.

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 TEACHER LOAD AND WORKING CONDITIONS

25.310

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

25.311

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

25.320

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

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

time on a regular basis. It is further recognized that a teacher may find it essential to use a given assigned preparation/ conference period for purposes related to class activity or meeting appointed conferees, and therefore, may be unable to attend impromptu meetings called by the administration.

25.330 After School Meetings/Professional Development

25.340

Teachers will be required to participate in a staff meeting (when students are in session) once a month according to the designated Mondays in the calendars pursuant to Appendix "I" for no longer than 60 minutes to attend to staff issues or building operational, procedural, or policy-related matters identified by the Building Principal. Professional development will occur during the school year and such days are identified in the school calendar (Appendix I). Attendance is required for teachers within the respective building(s).

Attendance is required for teachers within the respective building(s) for Professional Development purposes. A teacher may use a personal leave day on scheduled Professional Development days in lieu of attendance, if one is available.

In the event a 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.

A teacher assigned to more than one building shall attend the Professional Development meeting held in the building where 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 Development 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 Development 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 periods, except as provided in 25.415 concerning "overload assignment."

25.411

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

25.412

[*]

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

25.413**25.414**

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

25.415

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

25.416

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

25.417

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

25.418

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

25.419

[*]

25.420

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

25.421

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

25.422

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

- (a) No teacher will be assigned more than three hundred forty (340) minutes of instruction except in the case of an overload.
- (b) No special concessions in the assignment of conference periods will be made.
- (c) [*]

25.423

Based upon the foregoing sections applicable to the High School teaching hours and assignments, a model or example of the High School day follows for illustrative purposes. Proctor positions will be posted by subject matter and will be filled by seniority. Proctors will be paid for each day of proctoring at the hourly rate listed in Appendix “B”, Article 1.200. Teachers not proctoring will not be required to report to work until testing is completed.

25.430

It is understood that Parent-Teacher Conference dates may be determined at their Individual buildings adhering to the required annual ten (10) hours.

HIGH SCHOOL
ILLUSTRATIVE MODEL

MONDAY – FRIDAY

7:35 AM – 7:45 AM	Teacher on Duty
7:45 AM – 8:40 AM	Teacher Instruction Minutes (1st Hr.)
8:45 AM – 9:40 AM	Teacher Instruction Minutes (2nd Hr.)
9:45 AM – 10:40 AM	Conference Period (3rd Hr.)
10:40 AM – 11:05 AM	Lunch A (Duty Free)
10:45 AM – 11:40 AM	Teacher Instruction Minutes (4th Hr. B)
11:05 AM – 12:00 PM	Teacher Instruction Minutes (4th Hr. A)
11:40 AM – 12:05 PM	Lunch B (Duty Free)
12:05 PM – 1:00 PM	Teacher Instruction Minutes (5th Hr.)
1:05 PM – 2:00 PM	Teacher Instruction Minutes (6th Hr.)
2:00 PM – 2:10 PM	Teacher on Duty

25.500 Middle School

25.510

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

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

- (b) Total daily instructional assignments for teachers, exclusive of conference and lunch periods shall not exceed three hundred sixteen (316) minutes per day.
- (c) The Administration and Building Principal, after prior consultation with the building staff and in cooperation with them shall employ not to exceed twenty-five (25) sixty (60) minute or thirty (30) fifty (50) minute instructional assignments per week [exclusive of five (5) conference and five (5) lunch periods]. Whether such schedules "rotate" or "revolve" shall be decided by the Administration and the Building Principal after prior consultation with the building staff.
- (d) Non-instructional assignments shall be limited to student guidance, student counseling and library.
- (e) The program for grades six, seven and eight shall be, but not limited to, math, language arts, science, social studies, physical education, industrial art, home economics, art, and music.

25.511

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

25.512

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

25.513

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

25.514

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

25.515

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

25.516

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

25.517

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

25.518

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

25.519

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

25.520

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

25.521

All teachers employed in the sixth, seventh or eighth grade level shall be qualified within the scope of their teaching certificate and/or their major or minor field. If a teacher's certificate does not identify a major or minor, the teacher's transcript shall be used to make such a determination. [*] No teacher shall be asked to take an unusual lunch. [*]

25.522

[*]

25.523

[*]

25.524

Middle school teachers shall be assigned a daily conference period.

25.525

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

25.530

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings adhering to the required annual ten (10) hours.

**MIDDLE SCHOOL WORK DAY
ILLUSTRATIVE MODEL**

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

1:25 PM – 2:18 PM*	Teacher Instruction Minutes (7th Hr.)
2:18 PM – 2:28 PM*	Teacher on Duty

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

25.600 Elementary Schools (K-5)

25.610

Total daily instructional assignments for teachers, exclusive of conference and lunch periods, shall comply with the state mandated days and hours of pupil instruction.

25.611

Teachers shall be required to be on duty ten (10) minutes before school begins and ten (10) minutes after school dismisses. This is in addition to assigned conference periods called for by Article 25.614. If otherwise unavoidable, on-duty time for elementary special area teachers may be assigned on-duty time as conference time if it provides a block of at least 20 minutes of conference time for the teacher.

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 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, world language, library/media, speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided with conference and planning time to the same extent as other teachers in the District not to be less than two hundred twenty-five (225) minutes per week in blocks of time no less than 20 minutes in length within the instructional day, except in the case of an overload.

25.617

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

25.618

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings adhering to the required annual ten (10) hours.

25.700

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

25.710

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

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

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

25.900 Summer School

25.910

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

25.911

Positions in summer school will be filled first from the list of qualified applicants in the bargaining unit regularly employed by the District. Guest teachers may be employed if there are

not enough qualified applicants. Guest teachers shall pay an Association guest membership dues equivalent to one (1) percent of the hourly rate for each hour worked.

25.912

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

[*]

25.913

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

25.914

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

25.915

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

25.916

[*]

26.000 PROFESSIONAL COMPENSATION

26.100

Upon ratification, 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.

- For the 2022-2023 school year, all members shall advance one full step on the Appendix "A" salary schedule. Appendix "A" shall increase 4% for the 2022-2023 school year, degree advancement, and longevity shall be paid as scheduled.
- For the 2023-2024 school year, all members shall advance one full step on the Appendix "A" salary schedule. Appendix "A" shall increase 3% for the 2023-2024 school year, degree advancements, and longevity shall be paid as scheduled.
- For the 2024-2025 school year, all members shall advance one full step on the Appendix "A" salary schedule. Appendix "A" shall increase 3% for the 2024-2025 school year, degree advancements, and longevity shall be paid as scheduled.

26.110 Signing Bonus

Newly-hired employees in 2022-2023, 2023-2024, 2024-2025 shall receive a \$1,000 signing bonus, payable with their first payroll check. Newly-hired special education teachers shall receive a \$2,500 signing bonus, payable with the first payroll check. Should the employee resign from the BCPS during their first three (3) years of employment, the signing bonus must be repaid to the District.

26.120

Merit pay: The Board will annually determine a pool of at least \$35,000/year that shall be split among the members receiving a “highly effective” rating.

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 192 days for the 2022-2023, 2023-2024, and the 2024-2025 school years. Said school calendar days shall include the following legal holidays: Labor Day, Thanksgiving, Christmas, New Year’s Day, and Memorial Day.

26.310

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

26.400

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or engaged in activity related to negotiations or contract maintenance, shall be released from regular duties without loss of salary. Teachers participating in any mandatory formal professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. The Association shall give appropriate prior

notice to the office of the Director of Personnel and Employee Relations when days are utilized pursuant to this Article.

26.405

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

26.406

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

26.407

The parties agree to meet in October, February and April of each contract year for contract maintenance, unless mutually agreed to not meet. The meeting will be limited to seven (7) Association members and seven (7) administrative representatives. The parties may agree to additional meetings, if necessary.

26.410

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

26.500

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

26.510

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

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

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

26.520

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

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

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

26.600

A teacher shall be paid on the following pay plan:

Twenty-six equal bi-weekly pay periods.

26.620

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

26.700

When a teacher earns a degree or earns sufficient semester hours to move from one salary schedule to another, adjustments on the salary schedule shall take place. Full credit for teaching

experience shall be given when adjustments are made. An application for adjustment and notice from the university must be filed with the Board. Within thirty (30) days from such receipt the Board shall make the proper retroactive salary adjustment.

26.800

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

26.900 LONGEVITY/SEVERANCE PAY

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

Retirement notification shall be in writing to the District by April 1 of each year to receive the longevity/severance payout. Any teacher retiring mid-year (before April 1) agrees to provide the District sixty (60) days' notice to receive the longevity/severance payout. Exceptions shall be allowed for life-changing events.

- For each accumulated unused absence day up to a maximum of 110 days, the teacher shall receive \$175 per day.
- For each accumulated unused absence day above 110 days, the teacher shall receive \$87.50 per day.
- The total longevity/severance amount will be paid into a paradigm Equity 403(b) account over a period of five (5) years on a bi-weekly basis beginning with the first scheduled pay of the next school year (or the first scheduled pay of the next full month following the effective date of retirement if it is a mid-year retirement).
- The total longevity/severance amount may be used to purchase service credit under the guidelines and conditions as established by the Michigan Public Schools Employees Retirement System (MPSERS).

26.910

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

ILLUSTRATIVE MODEL:

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

124 days – 110 days = 14 days

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

27.000 TEACHING CONDITIONS

27.100

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school days should be directed at ensuring 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 the same and reasons therefore. If the Association views an exception as unreasonable, it may grieve the 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 sections will be below twenty (20) students and shall not exceed two such sections per grade, per day, per building.

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

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

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

27.241

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

27.300 Materials and Facilities

27.310

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

27.320

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

27.330

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

27.340

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

27.350

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

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

27.400 Non-Discrimination and Professional Assistance

27.410

Notwithstanding their employment, subject to any limitation herein contained, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any 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 fundraising activities initiated to supplement the curriculum or facilities of the School District.

27.500 Volunteers

[*]

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

27.700 GRADE CHANGE PROCEDURE

27.710

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

27.711

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

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

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

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

twenty-eight (28) calendar days after the date of the chairperson's written notification unless otherwise agreed to by the involved teacher, involved principal, and chairperson.

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

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

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

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

27.800 ACCEPTABLE USE OF INTERNET/INTRANET

27.810 Purpose

27.815

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

27.820

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

1. support of the academic program;
2. telecommunications;
3. Association activities; and

4. reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.

27.825

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

27.830

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

The authority of this committee shall not extend to decisions regarding the use of technology to deliver educational programs or services, or the impact of these decisions on bargaining unit members.

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, webmaster for a web site, software provider, or other individual or entity, with regard to the bargaining unit member's use of the Internet/Intranet if such use falls within the acceptable guidelines set forth in this Article as determined by the Internet/Intranet Acceptable Use Committee.

27.860 [*]**27.865**

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

27.870

[*]

27.875

[*]

27.880

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

27.900 Virus Detection and Damage to Network**27.910**

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

27.915

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

27.920 Privacy Issues**27.925**

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

27.930

The Employer will provide each bargaining unit member with a password for accessing the Internet/Intranet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all bargaining unit members' passwords. The Employer agrees to maintain bargaining unit

members' passwords in a safe and confidential location where access to such passwords by students and third parties is as secure as possible.

27.940 Objectionable Materials and Harassment

27.945

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

27.950

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

27.960 Violation of Intellectual Property Laws

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

27.970 Training

27.975

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

27.980

The Employer agrees to provide bargaining unit members training.

27.985

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

28.000 CURRICULUM STEERING COMMITTEE

28.100 Curriculum Steering Committee Purpose

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

The purpose of the Curriculum Steering Committee is to:

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

- b. planning and development
- c. program implementation

28.200 Curriculum Steering Committee Task Forces

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

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

28.300 Curriculum Steering Committee Composition

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

The Association’s representatives shall be as follows:

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

ELA, Math, Science, Social Studies, 4 “Any Subject”

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

ELA, Math, Science, Social Studies

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

ELA, Math, Science, Social Studies

Alternative HS (1)

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

K-5, 6-12

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

K-5, 6-12, 3 “Any Grade”

BCEA President or Designee (1)

The Administration's representatives shall be as follows:

Director of K-12 Curriculum

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

Elementary, Middle School, High School, Alternative Ed, 3 "Any Level"

Director of Special Education

Director of Assessment/Gifted & Talented

Director of Technology

29.000 SPECIAL AREA TEACHERS

29.100

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

29.200

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

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

29.300

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

29.400

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

30.000 HIGH SCHOOL DEPARTMENT LIAISON PERSONS

30.100

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

30.200

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

English	Student Services	Social Studies
Business	Science	Vocational
Math	Physical Education/Life Skills	Communications/Fine Arts

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

Whenever a group of teachers which have not been identified as a department reaches five or more teachers, such a group shall be a department and the provisions of Article 30.000 shall apply. If such a 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 \$1,009.58 per semester

30.240

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

30.250

[*]

31.000 EXCEPTIONAL PERFORMANCE & MERITORIOUS SERVICE AWARDS

31.100

The Board and the Association recognize that it is a desirable practice to recognize exceptional performance and meritorious service with awards 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

For the period of July 1, 2021- December 31, 2021, the District shall contribute 80% of the combined costs for all health insurance programs (Medical PAK A ~~A~~ and non-Medical PAK B ~~B~~, listed in Articles 34.000, 34.200, 34.400, 34.500, 34.600, 34.700, 34.800 and 34.900), including but not limited to H.S.A. deductible, all costs to administer a Health Equity Flexible Spending Account (FSA), and all "medical benefit plan" costs within the meaning of PA 152 of 2011. The District's contribution shall not exceed 90% of the State statutory cap levels in place pursuant to PA 152 of 2011.

Beginning January 1, 2022, the District shall contribute 90% of the state hard cap set by the Michigan Department of Treasury for medical benefit plan coverage years beginning on or after January 1, 2022, towards the combined costs for all insurance programs listed in Articles 34.200 (group term life insurance), 34.400 (medical insurance), 34.500 (dental), 34.600 (spouse coverage), 34.700 (hospitalization), 34.800 (long-term disability), 34.900 (vision), including but not limited to H.S.A. deductible, all costs to administer a Health Equity Flexible Spending Account (FSA) and all "medical benefit plan" cost within the meaning of Public Act of 2011.

Example: January 1, 2022, 90% of the state hard cap is:

Single: \$6,574.06

Two-Person: \$13,748.41

Family: \$17,929.31

The Employee shall be responsible for premium cost above the 90% of statutory state hard cap. The Employee's premium contribution will be payroll deducted, in equal amounts through a qualified Section 125 Plan and, as such, will not be subject to withholding.

The annual District paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year according to Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Employees who enroll in a MESSA Choices medical plan shall have all of the District contribution paid towards the MESSA plans premium costs. Employees shall be responsible for premium cost beyond the District's contribution.

Employees who enroll in a MESSA ABC plan shall have the District's contribution paid towards the premium cost. Should the premium costs of the MESSA ABC plan fall under 90% of the State hard cap rates, the District will contribute the difference to the employee through an H.S.A. contribution made in equal monthly deposits. Employees hired mid-plan-year shall have any H.S.A. contributions made on a pro-rata basis. Employees shall be responsible for all premium costs beyond the District's contribution.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ H.S.A. up to the maximum amounts allowed by Federal Law.

The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's H.S.A. accounts administered through HEQ.

Employees may elect to establish a Health Equity Flexible Spending Account (FSA) for "Choices" medical expenses during the annual open enrollment. Contributions for the FSA shall be made through a Section 125 payroll deduction (pre-tax benefit). There shall be a \$500 rollover to the employee's FSA at the end of each calendar year (according to IRS regulations). Any monies in the employee's FSA at the end of the IRS expenditure period beyond the \$500 eligible rollover shall revert to the District (per IRS regulations).

Employees electing Option 4 in 34.400 must provide the Employer, each year and during open enrollment, annual proof a minimum essential coverage and affordability through another employer/provider.

The parties may elect other insurance options during the life of this agreement.

34.100

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

34.200

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

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.

Employees shall choose one of the following medical plan options:

A. Option 1:

MESSA Choices II
\$500/\$1,000 In-Networking Deductible
\$20/\$20/\$20 On-Line/Office Visit/ Specialist Visit Copay
\$25/\$50 Urgent Care/Emergency Room Copay
Saver RX

Option 2:

MESSA Choices II
\$500/\$1,000 In-Network Deductible
\$20/\$20/\$20 On-Line/Office Visit/Specialist Visit Copay
\$25/\$50 Urgent Care/Emergency Room Copay
10% Co-insurance
Saver Rx

B. Option3:

MESSA ABC Plan 1
\$1,400/\$2.800 In-Network Deductible (set by IRS*)
\$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay
\$0/\$0 Urgent Care/Emergency Room Copay
ABC Rx
Health Equity Account

*In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.

C. Option 4:

Cash in-lieu of \$100 per month

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. Effective January 1, 2019, the MESSA Dental Insurance Program coverage shall be:

Diag & Prev. = 100% (2 cleanings per year) Basic Services (X-Rays) = 80% Major Services = 80% Annual Max = \$1,500	Orthodontics = 80% Lifetime Max = \$1,500
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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 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 teachers 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 60% of salary up to a monthly maximum of \$5,000 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 \$7,000 per month at the current rate per one hundred dollars (\$100.00) of coverage per month.

34.900

The Board shall provide full family vision care for a full twelve-month period through MESSA VSP 2-Silver. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA VSP 3, without increased cost to the teacher. Effective January 1, 2019, the Vision Plan will be VSP-3-G.

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

Beginning on July 1, 2015, the following provisions shall be void: 36.301, 36.302, 36.303, 36.304, 36.305.

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 ninety (90) or more consecutive duty days will be placed on a "Letter of Intent" and paid the appropriate salary schedule step giving credit for prior teaching experience. If it is known that a teacher would be on such assignment for ninety (90) or more days, a "Letter of Intent" will be issued on the ninety-first (91st). All fringes and other provisions included in the Master Agreement will apply when such substitute teacher is eligible for a "Letter of Intent."

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

36.302

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36.303

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

36.304

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36.305

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

36.400

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or the subsequent Agreement covering the same school year as the individual teacher contracts. The Association shall be notified of any teacher contract which has an expiration date prior to June 1 of any school year. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

36.500

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

36.600

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

36.700

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

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

36.800

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

36.810

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

36.815 Quality of Work Life

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

1. For the life of this Agreement, establish a committee of six (6) persons to research, develop, and implement a quality of work life program suitable to the needs of the

District. Three (3) members of this committee shall be appointed by the Association. The remaining three (3) members are to be selected by the Superintendent. The designation of the committee shall take place before October 1 of each year.

2. Expenses incurred during the developmental, implemental and maintenance phases will be borne by the Board of Education. Said expenses shall not exceed \$1,500.00 annually.

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

36.900 Emergency Manager

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

37.000 ADULT EDUCATION PROGRAM

37.100

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

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

37.200

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

37.300

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

37.400

[*]

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.

37.500

[*]

37.600

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

37.700

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37.800

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

	2013-2014	
	<u>BA</u>	<u>MA</u>
Step 1	\$26.07	\$27.00
Step 2	\$27.28	\$27.68
Step 3	\$27.70	\$29.20
Step 4	\$30.39	\$30.78
Step 5	\$32.10	\$32.50

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.

38.000 GSRP Program Lead Teacher's**38.100**

The following Articles, as they appear in the Agreement, shall apply to GSRP Lead Teachers without modification: 1, 2, 3, 4, 5, 9, 11.100, 11.150, 12, 14.100, 14.200, 14.300, 16.110, 16.101, 16.500, 16.600, 16.700, 17, 19, 20, 22.100, 22.300, 23, 26.620, 26.400, 26.405, 26.406, 26.410, 26.620, 27.300, 27.410, 27.420, 27.440, 27.470, 27.480, 27.500, 27.815, 27.820, 27.825, 27.835, 27.845, 27.850, 27.925, 31, 34, 35, 36.100, 36.110, 36.400, 36.500, 36.600, 36.700, 36.900, and 39.

38.200

A full-time GSRP lead teacher's assignment will be at least thirty-seven and one half (37.5) hours, per full work week.

GSRP Lead Teacher Illustrative model:

Teacher on duty: 7:30 start*

Duty-free lunch: 40 minutes (flexed during instructional days, depending on licensing ratios)

Teacher on duty: 3:40 end*

*Start and End time may vary between buildings

38.210

GSRP Lead Teachers shall be allowed a duty-free lunch period each day.

38.220

The school calendar as it relates to GSRP Lead Teachers duty shall be one hundred ninety-three (193) school days. Said calendar shall include the following legal holidays: Labor Day, Thanksgiving, Christmas, New Year’s Day, and Memorial Day.

38.240

GSRP Lead Teachers shall be paid on regularly scheduled pay periods for work performed during that period.

38.300

Seniority in the program shall be based on the length of service in the GSRP program. The seniority in the program shall be adjusted retroactively to September 1, 2015. When two or more GSRP Lead Teachers have the same length of service in the program, the GSRP Lead Teacher with the earliest sign date shall be considered more senior. In the event a tie exists, the GSRP Lead Teacher with the earliest birth date shall be considered senior.

38.400

GSRP Lead Teachers shall be assigned by the Director of Early Childhood programs based on program needs.

38.420

GSRP Lead Teachers shall be appropriately credentialed pursuant to state guidelines.

38.500

When a reduction of staff in the GSRP Program becomes necessary, the GSRP Lead Teacher without credentials for continued employment in the building shall be laid-off first. GSRP Lead Teachers then will be laid-off based on seniority by building. GSRP Lead Teachers will have recall rights for one year. GSRP Lead Teachers with the most seniority in the program shall be first recalled. Such recalled GSRP Lead Teachers must have the necessary appropriate credentials and qualifications pursuant to state guidelines.

38.600

GSRP Lead 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 GSRP Lead Teacher is employed elsewhere, for a period not to exceed one (1) year, he/she shall also accumulate seniority.

38.800

The hourly rate of pay for GSRP Lead Teachers shall be the hourly rate as listed below:

2022-2023:		2023-2024:		2024-2025:	
Step 1	\$22.90	Step 1	\$23.59	Step 1	\$24.29
Step 2	\$23.10	Step 2	\$23.79	Step 2	\$24.49
Step 3	\$23.30	Step 3	\$23.99	Step 3	\$24.69

Steps will be granted for all contract years.

38.910

Full-time GSRP Lead Teachers shall be entitled to the insurance protections provided in Article 35.000 with the same conditions.

38.920

GSRP Lead Teachers shall be entitled to short term disability insurance for a full twelve-month period.

38.950

GSRP Lead Teachers will receive nine (9) paid time off days per year. These days do not accumulate from one school year to another. Paid time off days may be used for personal illness, illness of immediate family members, personal business, and attendance at a funeral. A PTO day cannot be used before or after a holiday recess, a vacation period, the first or last day of GSRP calendar, or the first day of hunting or fishing season.

38.960

GSRP Teachers shall not be required to attend home visits alone.

38.970

Currently employed GSRP teachers who are certified and qualified and who apply for a Y-5-12 position shall be granted an interview. The interview is not a guarantee of Y-5-12 employment.

38.1000

GSRP Lead Teachers traveling between centers shall receive standard mileage reimbursement rates as determined by the IRS. Mileage log shall be submitted by the employee to the District as a condition of reimbursement.

APPENDIX "A" SALARY SCHEDULES

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

- A. Whenever possible and consistent with Board Policy, the Bay City Public Schools shall hire fully certified/endorsed teachers for the instruction of students.
- 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"									
2022-2023									
One Full Step Advancement									
4% Increase									
Step	Non-Degree	Step	BA	Step	BA+30	Step	MA	Step	MA+30
1	\$30,828	1	\$40,887	1	\$42,931	1	\$45,718	1	\$47,769
2	\$32,109	2	\$43,302	2	\$45,347	2	\$48,253	2	\$50,301
3	\$33,390	3	\$45,718	3	\$47,769	3	\$50,787	3	\$52,835
4	\$34,668	4	\$48,134	4	\$50,184	4	\$53,322	4	\$55,370
5	\$35,950	5	\$50,550	5	\$52,598	5	\$55,856	5	\$57,904
6	\$37,230	6	\$52,966	6	\$55,013	6	\$58,390	6	\$60,439
7	\$38,508	7	\$55,383	7	\$57,431	7	\$60,924	7	\$62,969
8	\$39,789	8	\$57,799	8	\$59,846	8	\$63,459	8	\$65,508
9	\$41,071	9	\$60,215	9	\$62,264	9	\$65,993	9	\$68,042
10	\$42,348	10	\$62,631	10	\$64,682	10	\$68,527	10	\$70,576
11	\$43,629	11	\$65,047	11	\$67,097	11	\$71,062	11	\$73,111
12	\$44,906	12	\$67,463	12	\$69,507	12	\$73,596	12	\$75,645
13	\$47,904	13	\$71,688	13	\$73,811	13	\$79,611	13	\$81,737

Longevity 15.200

In or after their seventeenth (17th) year of professional experience as defined in 15.100 a teacher's salary shall increase 5% (five percent) of the teacher's base salary (BA Step 3) of the salary schedule, Appendix "A".

In or after their twenty-second (22nd) year of professional experience as defined in 15.100 a teacher's salary shall increase 5% (five percent) of the teacher's base salary (Degree and Step) of the salary schedule, Appendix "A".

In or after their twenty-seventh (27th) year of professional experience as defined in 15.100, a teacher's salary shall increase 5% (five percent) of the teacher's base salary (Degree and Step) of the salary schedule, Appendix "A".

Appendix "A"									
2023-2024									
One Full Step Advancement									
3% Increase									
Step	Non-Degree	Step	BA	Step	BA+30	Step	MA	Step	MA+30
1	\$31,753	1	\$42,114	1	\$44,219	1	\$47,090	1	\$49,202
2	\$33,072	2	\$44,601	2	\$46,707	2	\$49,701	2	\$51,810
3	\$34,392	3	\$47,090	3	\$49,202	3	\$52,311	3	\$54,420
4	\$35,708	4	\$49,578	4	\$51,690	4	\$54,922	4	\$57,031
5	\$37,028	5	\$52,067	5	\$54,176	5	\$57,532	5	\$59,641
6	\$38,347	6	\$54,555	6	\$56,663	6	\$60,142	6	\$62,252
7	\$39,663	7	\$57,044	7	\$59,154	7	\$62,752	7	\$64,858
8	\$40,983	8	\$59,533	8	\$61,641	8	\$65,363	8	\$67,473
9	\$42,303	9	\$62,021	9	\$64,132	9	\$67,973	9	\$70,083
10	\$43,618	10	\$64,510	10	\$66,622	10	\$70,583	10	\$72,693
11	\$44,938	11	\$66,998	11	\$69,110	11	\$73,194	11	\$75,304
12	\$46,253	12	\$69,487	12	\$71,592	12	\$75,804	12	\$77,914
13	\$49,342	13	\$73,839	13	\$76,025	13	\$81,999	13	\$84,189

Longevity 15.200

In or after their seventeenth (17th) year of professional experience as defined in 15.100 a teacher’s salary shall increase 5% (five percent) of the teacher’s base salary (BA Step 3) of the salary schedule, Appendix “A”.

In or after their twenty-second (22nd) year of professional experience as defined in 15.100 a teacher’s salary shall increase 5% (five percent) of the teacher’s base salary (Degree and Step) of the salary schedule, Appendix “A”.

In or after their twenty-seventh (27th) year of professional experience as defined in 15.100, a teacher’s salary shall increase 5% (five percent) of the teacher’s base salary (Degree and Step) of the salary schedule, Appendix “A”.

Appendix "A"									
2024-2025									
One Full Step Advancement									
3% Increase									
Step	Non-Degree	Step	BA	Step	BA+30	Step	MA	Step	MA+30
1	\$32,705	1	\$43,377	1	\$45,545	1	\$48,502	1	\$50,678
2	\$34,064	2	\$45,939	2	\$48,109	2	\$51,192	2	\$53,364
3	\$35,424	3	\$48,502	3	\$50,678	3	\$53,880	3	\$56,053
4	\$36,780	4	\$51,065	4	\$53,240	4	\$56,569	4	\$58,742
5	\$38,139	5	\$53,628	5	\$55,801	5	\$59,258	5	\$61,430
6	\$39,497	6	\$56,192	6	\$58,363	6	\$61,946	6	\$64,120
7	\$40,853	7	\$58,756	7	\$60,929	7	\$64,634	7	\$66,804
8	\$42,213	8	\$61,319	8	\$63,491	8	\$67,324	8	\$69,497
9	\$43,572	9	\$63,882	9	\$66,056	9	\$70,012	9	\$72,186
10	\$44,927	10	\$66,445	10	\$68,621	10	\$72,700	10	\$74,874
11	\$46,286	11	\$69,008	11	\$71,183	11	\$75,390	11	\$77,563
12	\$47,641	12	\$71,571	12	\$73,740	12	\$78,078	12	\$80,252
13	\$50,822	13	\$76,054	13	\$78,306	13	\$84,459	13	\$86,715

Longevity 15.200

In or after their seventeenth (17th) year of professional experience as defined in 15.100 a teacher’s salary shall increase 5% (five percent) of the teacher’s base salary (BA Step 3) of the salary schedule, Appendix “A”.

In or after their twenty-second (22nd) year of professional experience as defined in 15.100 a teacher’s salary shall increase 5% (five percent) of the teacher’s base salary (Degree and Step) of the salary schedule, Appendix “A”.

In or after their twenty-seventh (27th) year of professional experience as defined in 15.100, a teacher’s salary shall increase 5% (five percent) of the teacher’s base salary (Degree and Step) of the salary schedule, Appendix “A”.

APPENDIX "B" STIPENDS

The District and Association agree to form a sub-committee to evaluate and update Appendix "B" terms and rates, with a goal of finishing before the first day of classes of the 2022-2023 school year.

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.

Appendix "B" stipends shall be based on the Appendix A salary schedule

ARTICLE #	STIPEND	2018-2019 2019-2020 2020-2021
1.100	Professional work beyond school year -- 2.63% per week (Salary)	
1.110	Professional Development Presenter	\$28.44
1.200	Hourly Substitute/Curriculum Assistants	\$27.44
1.300	Driver Education (during school year) hourly rate = 4.75% of base salary divided by 48 hours	
1.400	Overload Assignment: High School, Intermediate and Elementary Schools--10% of base salary per semester	
1.400	Overload Assignment: High School Trimester Schedule – 8% of base salary per trimester	
1.410	High School Teacher Zero Hour Schedule (See Memorandum under Appendix “H”) – (Per Semester or \$500 per Trimester)	\$773
1.500	F.M. Operator	\$27.44
	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 – 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)	\$2,202
1.610	In that All Saints and Continuation School are attached to Central High School - persons involved receive per semester -- no travel allowance	\$555
1.620	Traveling Teachers – annually or pro-rated per semester and mileage (Special Area Teachers; i.e. Elementary Art, Music and Physical Education teachers)	\$1,110
1.630	District-wide Level Curriculum Support Positions (Per Semester)	
	First Year of Experience	\$1,030
	Second Year of Experience	\$1,236
	Third Year of Experience	\$1,442
1.700	Machine Repair - Vocational Equipment	\$20.79
2.000	ADVISORS AND SPONSORS	
2.100	High School Dramatics (Annual)	
	First Year of Experience	\$1,641
	Second Year of Experience	\$1,876
	Third Year of Experience	\$2,109
2.105	Auditorium Technician, High School (Annual)	\$515
2.110	Middle School School Dramatics (Annual)	
	First Year of Experience	\$655
	Second Year of Experience	\$751
	Third Year of Experience	\$845
2.200	High School Yearbook (Annual)	
	First Year of Experience	\$1,641
	Second Year of Experience	\$1,876
	Third Year of Experience	\$2,109

2.300	High School Newspaper (Annual)	
	First Year of Experience	\$1,223
	Second Year of Experience	\$1,367
	Third Year of Experience	\$1,553
2.400	Literacy Magazine (Annual)	
	First Year of Experience	\$1,223
	Second Year of Experience	\$1,367
	Third Year of Experience	\$1,553
2.500	Stagecraft (Annual)	
	First Year of Experience	\$1,489
	Second Year of Experience	\$1,668
	Third Year of Experience	\$1,889
2.600	Debate (Annual)	
	First Year of Experience	\$1,222
	Second Year of Experience	\$1,367
	Third Year of Experience	\$1,553
2.700	Forensics (Annual)	
	First Year of Experience	\$1,222
	Second Year of Experience	\$1,367
	Third Year of Experience	\$1,553
2.800	Audio Visual (Annual)	
	First Year of Experience	\$1,222
	Second Year of Experience	\$1,367
	Third Year of Experience	\$1,553
2.900	National Honor Society Advisor, High School (Annual)	
	First Year of Experience	\$1,236
	Second Year of Experience	\$1,391
	Third Year of Experience	\$1,545
2.910	Student Council Advisory, High School (Annual)	
	First Year of Experience	\$1,236
	Second Year of Experience	\$1,391
	Third Year of Experience	\$1,545
2.950	FIRST Robotics Advisor, High School and Middle School/per school (Annual). [Per school amount is shared if a school has multiple advisors.]	\$1545
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	\$3,072
3.200	Special Education Teachers	\$2,654
3.300	Senior Designation	\$310
4.000	ACTIVITIES SUPERVISION	
4.100	School Plays - Per Event	\$17.46
4.200	Bus Chaperon - Per Event	\$26.09
4.300	Noon Duty, Hall Duty*	
	40 min. or more (Sem) 5% of Base/Sem.	
	Under 40 min. (Sem) 4% of Base/Sem.	
4.400	Study Hall	
	(H.S. as an extra assignment) 7.5% of Base/Sem or 5% of Base/Trimester Term	

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

5.000 Coaching and Athletic Assignments

Non-bargaining unit members except for athletic facilities managers 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 the same and the Committee's decision shall be final.

III. EXCLUSION FROM GRIEVANCE PROCEDURE

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

OTHER SIGNIFICANT FACTS

1. There is no obligation by the District to honor a renewal contract if said sport is not offered due to lack of available funds or reduction in sport offerings.

2. Intramural personnel follow the same procedure on selection and retention as do coaching personnel.
3. Athletic stipends will be paid twice per season (fall, winter, spring) as follows:

Fall Season: the first fall payment will be processed for the second non-payroll Friday in September; the second fall payment will be processed for the second non-payroll Friday in October;

Winter Season: the first winter payment will be processed for the second non-payroll Friday in December; the second winter payment will be processed for the second non-payroll Friday in February;

Spring Season: the first spring payment will be processed for the second non-payroll Friday in April; the second spring payment will be processed for the second non-payroll Friday in May.

Athletic stipend checks will be distributed by the Athletic Directors based upon completion of duty requirement.

ARTICLE #	STIPEND	2018-2019 2019-2020 2020-2021
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	\$5,330
	Second Year of Experience	\$5,948
	Third Year of Experience	\$6,553
5.111	Football and Basketball, Asst.	
	First Year of Experience	\$3,487
	Second Year of Experience	\$3,930
	Third Year of Experience	\$4,367
5.120	Wrestling, Swimming, Volleyball, Head	
	First Year of Experience	#3,556
	Second Year of Experience	\$4,002
	Third Year of Experience	\$4,445
5.121	Wrestling, Swimming, Volleyball, Asst.	
	First Year of Experience	\$2,367
	Second Year of Experience	\$2,666
	Third Year of Experience	\$2,955
5.130	Baseball, Track, Softball, Soccer, Hockey, Head	
	First Year of Experience	\$2,609
	Second Year of Experience	\$2,942
	Third Year of Experience	\$3,262
5.131	Baseball, Track, Softball, Soccer, Hockey, Asst.	
	First Year of Experience	\$1,857
	Second Year of Experience	\$2,074
	Third Year of Experience	\$2,289
5.140	Golf and Tennis	

	First Year of Experience	\$1,910
	Second Year of Experience	\$2,153
	Third Year of Experience	\$2,387
5.141	Golf Asst./Tennis Asst./Cross Country Asst.	
	First Year of Experience	\$1,228
	Second Year of Experience	\$1,402
	Third Year of Experience	\$1,546
5.142	Cross Country	
	First Year of Experience	\$2,435
	Second Year of Experience	\$2,743
	Third Year of Experience	\$3,048
5.150	Equipment Manager (Annual)	
	First Year of Experience	\$2,289
	Second Year of Experience	\$2,569
	Third Year of Experience	\$2,843
5.160	Athletic Facilities Manager (per game)	
	Varsity Football	\$144
	Varsity Basketball	\$88
	JV and Freshman Football and Basketball	\$68
	Varsity Volleyball	\$68
5.170	Head Trainer (Annual)	
	First Year of Experience	\$8,308
	Second Year of Experience	\$9,585
	Third Year of Experience	\$10,863
5.180	Building Athletic Director (Annual)	
	First Year of Experience	\$8,398
	Second Year of Experience	\$9,442
	Third Year of Experience	\$10,588
5.190	Cheerleading, Pompon, Flag,Majorettes	
	First Year of Experience	\$1,536
	Second Year of Experience	\$1,718
	Third Year of Experience	\$1,911
5.191	Science Olympiad Coaches (per hour)	
	First Year of Experience	\$16.89
	Second Year of Experience	\$18.98
	Third Year of Experience	\$21.09
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	\$16.89
	Second Year of Experience	\$18.98
	Third Year of Experience	\$21.09
5.211	Intramural Coaches (per hour)	
	First Year of Experience	\$14.66
	Second Year of Experience	\$16.54
	Third Year of Experience	\$18.34
	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	\$14.66
	Second Year of Experience	\$16.54
	Third Year of Experience	\$18.34
5.230	Academic Track/Head-to-Head Teacher Coaches	
	First Year of Experience	\$16.89
	Second Year of Experience	\$18.98
	Third Year of Experience	\$21.09
5.240	Science Olympiad Coaches (per hour)	
	First Year of Experience	\$16.89
	Second Year of Experience	\$18.98
	Third Year of Experience	\$21.09
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	\$4,976
	Second Year of Experience	\$5,589
	Third Year of Experience	\$6,210
6.320	Vocal Music Dir. (H.S.) - Annual (including Spring Show and Swing Choir)	
	First Year of Experience	\$4,210
	Second Year of Experience	\$4,733
	Third Year of Experience	\$5,253
6.330	Ass't Band Director (H.S.) - Annual	
	First Year of Experience	\$2,490
	Second Year of Experience	\$2,94
	Third Year of Experience	\$3,105
6.340	Band Director (Intermediate) - Annual	
	First Year of Experience	\$1,245
	Second Year of Experience	\$1,401
	Third Year of Experience	\$1,552
6.400	Science Supply Coordinator (Annual)	\$1,552
6.600	Deans (Annual)	\$3,675
6.700	Counselors (Annual)	\$1,233
6.800	Coordinators (Annual)	\$3,053
	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	

	<p>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.</p>	
6.900	Crisis Team Facilitator (Annual)	\$1232.90
7.000	Summer School (per hour)	\$28.44
	<p>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.</p>	

BAY CITY PUBLIC SCHOOLS

Coach Evaluation

APPENDIX "B" ASSIGNMENT

Coach/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/Sponsor's Signature Date

5/01

BAY CITY PUBLIC SCHOOLS

Renewal of

APPENDIX "B" ASSIGNMENT(S)

Coach/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/Sponsor's Signature

Date

5/01

BAY CITY PUBLIC SCHOOLS

Termination Notice
APPENDIX "B" ASSIGNMENT

Coach/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/Sponsor's Signature

Date

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

5/01

BAY CITY PUBLIC SCHOOLS
ATHLETIC DEPARTMENT

Coach Appraisal Form

Coach: _____ Assignment: _____

School: _____ No. of Years This Assignment: _____

Date: _____ Total Years in this Sport: _____

Team Success This Year: _____ WON _____ LOST

Team Success Career: _____ WON _____ LOST

	Below Average	Average	Above Average	Not
Applicable				

I. Professional and Personal Relationships:

- | | | | | |
|--|-------|-------|-------|-------|
| 1.1 Cooperation with A.D. in regard to submitting participant lists, parent permission and physical slips, year-end reports, program information relative to your sport. | _____ | _____ | _____ | _____ |
| 1.2 Rapport with the athletic coaching staff. | _____ | _____ | _____ | _____ |
| 1.3 Appropriate dress at practices and games. | _____ | _____ | _____ | _____ |
| 1.4 Participation in a reasonable number of professional and in-service meetings. | _____ | _____ | _____ | _____ |
| 1.5 Public Relations: Cooperation with newspapers, radio, T.V., Booster Clubs, parents, and interested spectators. | _____ | _____ | _____ | _____ |

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

Athletic Department
 Coach Appraisal Form
 Page 3

Applicable	Below Average	Average	Above Average	Not
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.	_____	_____	_____	_____

Applicable	Below Average	Average	Above Average	Not
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”

BAY CITY PUBLIC SCHOOLS And the BAY CITY EDUCATION ASSOCIATION

January 20, 2012

As a result of Public Act 103 of 2011, the following provisions of the parties’ collective bargaining agreement were removed to this appendix as being not enforceable, “prohibited” subjects of bargaining as applicable to Teachers within the bargaining unit. These provisions, however, remain in full force and affect for those bargaining unit members not subject to the Teachers’ Tenure Act and/or in non-instructional positions. For purposes of these Appendices, the term “teachers” shall refer only to bargaining unit members not subject to the Teachers’ Tenure Act, and/or in a non-instructional position.

3.000 RIGHTS OF THE ASSOCIATION

3.600

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

The private and personal life of any member 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 members shall be subject to the grievance and/or tenure procedure.

6.000 VACANCIES, PROMOTIONS, AND TRANSFERS

6.100

Currently employed personnel shall be given first consideration in appointments to non-instructional positions.

6.200

All vacancies or newly-created non-instructional 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, Content Coaches, Curriculum Implementers, or other positions designated in Article 18.250 General Rules are interview positions.

6.230

Non-instructional vacancies occurring during the school year shall be filled on a temporary basis. Such vacancies, provided said positions have not been eliminated, shall be filled permanently not later than the opening of the next school year.

6.300

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

A member 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 member returning to the bargaining unit within one (1) calendar year shall enjoy full rights.

A former member 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 member shall have employment and assignment rights in the Program Staffing Process in accordance with his/her member bargaining unit seniority.

6.400

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

6.500 PROGRAM STAFFING PROCEDURE

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

- a. Academic needs of the school district.
- b. Mental and/or emotional well being of a member and/or students.
- d. Continuous "Need for Improvement" rating of a member in a given setting. The individual member and Association shall be notified, in writing, of any such transfer.

6.600

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

8.1100 SABBATICAL LEAVE

8.1160 STATUS ON RETURN FROM SABBATICAL LEAVE

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

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

11.000 EVALUATION

11.100

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

11.150

The contractual performance 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 members have the right to know who their immediate supervisor is. In situations where the director of a program is not the member's immediate supervisor, a member 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 member should go to his/her immediate supervisor and request the immediate supervisor to work out a clarification with the director. The member will be notified of the resolution of the conflict.

11.200

Any adverse evaluation of member performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure.

11.300

It is recognized that the interest of the member can usually be best served by continuing in the same assignment which will provide continuity of evaluation.

11.501

The Administration would recognize that the evaluation of a member's performance would take into account the level of auxiliary services, Administrative support, and materials/supplies provided.

16.000 PROTECTION OF MEMBERS

16.1100

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

16.1120

No material originating after initial employment will be placed in a member's personnel file unless the member has had a copy to review the material. If the member 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 member 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 member's personnel file.

16.1121

Any adverse material in a member'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, to the extent allowed by law.

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, to the extent allowed by law, 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, to the extent allowed by law, 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, to the extent allowed by law.

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 members.

No member 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 members 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 member and the Association.

16.1300 Controlled Substances

The Bay City Public Schools support programs aimed at the prevention of substance abuse by School District members. Pursuant to statutory authority, the School District will provide preventative educational programs and refer members 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 member 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 member 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 felony under Michigan law)	Discharge would constitute a

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.

18.000 STAFFING PROCEDURE

18.140

In the event that a laid off non-instructional bargaining unit member 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 Public Schools, shall suffer no penalty, and shall accumulate seniority.

18.141

Non-instructional members on leave pursuant to Article 18.140 shall:

- A) Accumulate seniority.
- B) Be granted no more than one year experience on the salary schedule.
- C) All other benefits shall be frozen.

18.150

Any member 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 work up to two (2) additional years so as to acquire such needed service, regardless of seniority.

18.200 LayOff and Recall

A reduction of staff (number of members 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 is contemplated.

18.210

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

18.230

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

18.240

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

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

B. General Rules:

1. Positions listed on the board are determined by administration.
2. If a member cannot be present at Staffing Procedure a written proxy may be submitted to the Director of Personnel and Employee Relations five (5) days before the Major/Minor Procedure begins.
3. A vacancy is a Bargaining Unit Position from which a member 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 .
4. The Board shall make a good faith effort to provide, to the extent possible, full-time employment for members with higher seniority over lower senior members.
5. 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.
6. When involuntary transfers are necessary, the least senior member who is qualified shall be involuntarily transferred.

C. Members in the Preschool Program shall hold a ZA/ZS endorsement.

18.260

Members 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 member 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 member, shall file the appropriate letter indicating such an intent with the office of the Director of Personnel and Employee Relations. Such a 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 members who have filed an election for such reverse seniority lay-off.

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

The member 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 a member cannot be

replaced through the normal reassignment of involuntary transfer process, or be replaced by a laid-off member, the reverse seniority lay-off may be denied by the Director of Personnel and Employee Relations.

25.000 HOURS AND ASSIGNMENTS

25.400 High Schools

25.412

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

Seniority or length of service is a recognized criteria in the assignment and scheduling of members, provided that the members in the department involved are assigned positions for which they are qualified.

25.414

An assignment beyond the provisions of Article 25.410, with the most senior member's consent, shall be recognized as an overload and shall be paid for at the rate set in the attached Appendix "B." Overload assignments are to be discouraged. Notification of such overload assignments shall be given to the Association.

25.416

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

25.419

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

25.422

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

- (a) Assignments in keeping with the seniority provisions of Article 25.412 will be implemented prior to the beginning of each semester/trimester term.

25.500 Middle Schools

25.511

Assignment beyond the provisions of Article 25.510, with the most senior member's consent, shall be recognized as an overload and shall be paid for at the rate set in the attached Appendix "B." Overload assignments are to be discouraged. Notification of overload assignments shall be given to the Association.

25.521

Seniority or length of service is a recognized criteria in the assignment and scheduling of members.

25.523

In order to implement the Middle School Program, other functional assignments are necessary and these shall be made with mutual consent.

27.000 WORKING CONDITIONS**27.830 Acceptable Use of Internet/Intranet**

The parties agree that all other provisions of this Agreement, including but not limited to: Grievance Procedure (Article 12.000), Just Cause (Article 16.1200), Academic Freedom (Article 23.000), Association Rights (Article 3.000), Working Conditions (Article 27.000), Professional Development (Article 25.330), and Evaluation (Article 11.000), remain in full force and effect and the specific provisions outlined in this Article regarding acceptable Internet/Intranet use do not supercede any of the other provisions of this Agreement.

27.860 Discipline-Related Issues**27.870**

The parties agree that proficiency, or lack thereof, in the use of the Internet/Intranet shall not be used in a negative fashion for evaluation purposes of a member without an individual development plan and proper training being implemented.

27.875

Members shall not be disciplined for a student's misuse of the Internet/Intranet unless appropriate supervision was not provided.

30.000 HIGH SCHOOL DEPARTMENT LIAISON PERSONS**30.250**

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

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

July 6, 2011

The parties recognize the job description and expectations of the position of Co-op Coordinator. Based upon the work performed in conjunction with local business establishments (employers for students enrolled in the co-op program) who are open at times outside of the normal BCEA workday, the parties further recognize the need for this position to be flexible in order to successfully perform the expectations of the job.

Therefore, the parties agree this position will have a flexible work schedule which includes the potential to attend meetings in the evening and other hours of the day (outside of the normal workday for BCEA members); however, the contractual number of hours worked for high school level BCEA members will still apply.

AGREED,

AGREED,

Signed by Shelly Ouellette
BAY CITY PUBLIC SCHOOLS

Signed by Kevin Stapish
BAY CITY EDUCATION ASSOCIATION

7-14-11
Dated

7-14-11
Dated

APPENDIX "E"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

May 3, 2007

Initially, on December 4, 2002, the School Nurse Program was discussed and resolved during a meeting of the Joint Bargaining Committee (JBC). The resolution was as follows and has been executed again for the 2007-08 school year:

1. The Joint Bargaining Committee (JBC) supports offering the School Nurse Program through Bay Health Systems.
2. The present School Nurse Program being offered through Bay Health Systems will continue for the 2007-08 school year.
3. It is understood that school nurses remain in the recognition clause (2.100) of the Master Agreement between the Bay City Public Schools and the Bay City Education Association.
4. The current School Nurse Program is strictly supplying health care to students. No direct instruction to students is being provided.
5. The Bay City Public Schools financial situation will be reviewed annually and these positions will be reinstated as BCEA positions as soon as appropriate finances are available or the School Nurse Program is discontinued by Bay Health Systems.

This Memorandum of Understanding will need to be executed annually. Approval will depend upon the status of the District's finances and the School Nurse Program offered through Bay Health Systems.

AGREED,

AGREED,

Signed by Shelly Ouellette
BAY CITY PUBLIC SCHOOLS

Signed by Kevin Stapish
BAY CITY EDUCATION ASSOCIATION

5-3-07
Dated

5-3-07
Dated

APPENDIX "F"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY EDUCATION ASSOCIATION

and the

BAY CITY PUBLIC SCHOOLS

April 2, 2002

Pursuant to Article 25.310 Load and Assignments the parties agree, without precedent, to the following working conditions as they pertain to future scheduled Parent-Teacher Conferences:

It is recognized that attendance at Parent-Teacher Conferences is a part of the necessary duties of bargaining unit members.

It is also recognized that from time to time a member may not be able to be in attendance during the scheduled Parent-Teacher Conferences.

In order to receive full pay and not be charged sick leave, personal leave or docked time for the time missed, the member agrees to the following:

1. If the member is a classroom teacher, he/she will contact a minimum of twenty-five (25) parents either by telephone, appointment or email.
2. If the member has less than twenty-five (25) students assigned, he/she will contact all parents.
3. For a member not assigned classroom responsibilities, he/she will submit a plan for make-up to his/her supervisor and the Director of Human Resources.

The member will submit the documentation of parent contacts to his/her supervisor and the Director of Human Resources within thirty (30) days of the missed Parent-Teacher Conference(s).

AGREED,

AGREED,

S/Neil J. Kent

S/Kevin Stapish

BAY CITY PUBLIC SCHOOLS

BAY CITY EDUCATION ASSOCIATION

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

June 21, 2007

The parties recognize the difficulty for Athletic Directors to perform their duties related to evaluation, supervision, and discipline of athletic personnel as most of these individuals are part of the same bargaining unit. The parties also recognize the need for administrative staffing at the high school level and the need for counseling services at the elementary level.

Therefore, the parties agree to the following:

- The High School Athletic Director duties will become part of the BCASA union beginning with the 2007-08 school year and will include high school assistant principal duties/responsibilities.
- Two (2) counselor positions will be designated for the elementary level. One current elementary counselor, Penny Zacharko, will be maintained in this role for 2007-08 and one position will be posted to the membership as an interview position.
- Should the future staffing not include the above-stated two (2) counselor positions, the parties agree to determine through the JBC process the two (2) positions to be staffed in the BCEA union in lieu of the two (2) Athletic Director positions.
- Building assignments for the elementary counselor positions will be determined by administration.
- Provisions for posting/filling the High School Assistant Principal/Athletic Director BCASA positions are a responsibility for the BCASA bargaining unit. Postings related to any BCASA positions will be posted with the BCEA union membership pursuant to the BCEA contract.
- Pursuant to the Memorandum of Understanding between the BCASA union and Bay City Public Schools, the parties also agree that should Mr. Fraser attain the Central High School Assistant Principal/Athletic Director position, he shall maintain the ability to continue holding his coaching assignment through the BCEA master agreement and be paid accordingly through the BCEA provisions.
- Furthermore, pursuant to the Memorandum of Understanding between the BCASA union and the Bay City Public Schools, the parties also agree that at the conclusion of Mr. Fraser's service in this capacity, the Central High School Head Football Coach Appendix "B" assignment shall be posted and filled according to contract.

AGREED,

Signed by Shelly Ouellette
BAY CITY PUBLIC SCHOOLS

6-21-07
Dated

AGREED,

Signed by Kevin Stapish
BAY CITY EDUCATION ASSOCIATION

6-21-07
Dated

APPENDIX "H"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

May 5, 2003

The parties agree, without prejudice to either parties' position, to add a new area of professional growth as a means to gain Current Improvement credit pursuant to Article 15.000 of the BCEA Master Agreement. The Bay City Public Schools' Teacher Mentoring Program provides experiences that promote personal and professional growth through training and contact with colleagues.

Therefore, the parties agree that a Mentor who participates in the Bay City Public Schools' Teacher Mentoring Program may choose as an option to gain three (3) current improvement credits for ninety (90) hours of contact during one (1) school year as a Mentor. The hours of contact must be reported on the appropriate forms as used in the Mentor Program and submitted to the Associate Superintendent for Quality School Improvement for approval and to the Director of Human Resources/Labor Relations for notification.

As part of the Bay City Public School District Mentoring and Induction Handbook, Mentor Incentives are offered as a stipend or college credits. Through this agreement, Current Improvement credit is another option offered as an incentive for participating as a Mentor. In the Fall of each school year, it is necessary for BCEA members in Mentor positions to inform the Human Resources department of their incentive choice.

AGREED,

AGREED,

Signed by Neil Kent
BAY CITY PUBLIC SCHOOLS

Signed by Thomas Brady
BAY CITY EDUCATION ASSOCIATION

5-5-03
Dated

5-5-03
Dated

APPENDIX "I"

2022-2023 Calendar

Jul-22							Nov-22							Mar-23						
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Legend	
-	Non-Student Days Strikethrough
○	Non-Student Teacher Report Day
□	1 Hour After School Meeting* * See Note #3
■	Not Available for Personal Leave* * See Note # 7

Aug. 15	New Teacher Day	Jan. 13	1/2 Student Day
Aug. 16	AM Staff Mtgs. PM ClassPrep. 3 hrs	Jan. 14	Record Day
Aug. 17	PD 6Hrs	Jan. 16	PD 6Hrs
Aug. 18	PD 6Hrs	Feb. 17-20	No School
Aug. 19	Classroom Prep. 6 hrs.	Mar. 17	PD 6Hrs
Aug. 22	PD 6Hrs	Apr. 3-Apr. 10	Spring Break
Aug. 23	First Student Day	May 26-29	Memorial Day
Sept. 2- 5	Labor Day	June 6	1/2 Student Day
Oct. 31	PD 6Hrs	June 7	Record Day
Nov. 8	PD 6Hrs		
Nov. 23-25	Thanksgiving		
Dec 19-Jan. 2	Christmas		

SCHOOL CALENDAR 2022-2023

NOTE #1 PARENT-TEACHER CONFERENCES

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings. On Wednesday, November 23, 2022 and Friday, February 17, 2023 students will not be in session to help facilitate the time required to accomplish Parent-Teacher Conferences and District provided mandatory training.

NOTE #2 PROFESSIONAL DEVELOPMENT DAYS

Professional Development for staff will be offered as follows: August 17, 2022 (6.0 hours), August 18, 2022 (6.0 hours) August 22, 2022 (6.0 hours), October 31, 2022 (6.0 hours) November 8, 2022 (6.0 hours), January 16, 2023 (6.0 hours). March 17, 2023 (6.0 hours), Attendance is required but a teacher not attending may elect to use a Personal Business Day, if one is available.

NOTE #3 AFTER SCHOOL MEETINGS

Staff meetings will take place for no longer than one (1) hour on the first Monday of the month when students are in session. Teachers will participate in **16** hours of Collaborative Learning Cycle (CLC) in no more than one (1) hour increments after the school day during the school year (when students are in session). CLC's will not be made up due to emergency closures. Teachers will be grouped together into teams based upon content or grade level. Such meetings may be either an in-person or a virtual format as determined by the teachers involved on the following dates: The District shall provide the electronic platform to facilitate these meetings.

<u>September 19 and 26</u>	<u>October 10 and 24</u>	<u>November 14 and 28</u>	<u>December 12</u>	<u>January 23 and 30</u>
<u>February 13 and 27</u>	<u>March 13 and 20</u>	<u>April 24</u>	<u>May 8 and 22</u>	

NOTE #4 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 2022-2023 school calendar such days will occur on Saturday January 14, 2023 and Wednesday June 7, 2023. It is agreed that these days are to be included as record days in the one-hundred ninety two (192) days school calendar.

NOTE #5 GRADING PERIODS

January 13 th	End of 1st semester (All)
June 6 th	End of 2 nd semester (All)

NOTE #6 HALF DAYS

On half-days, teachers will not be assigned a duty free lunch period during the instructional day. Teachers will remain with their students to facilitate the serving and eating of lunch in an adjusted schedule. Outdoor recess or break time is optional and is left to the discretion of the classroom teacher. The parties recognize a duty free lunch period in accordance with Article 25.700 commencing 10 minutes after student dismissal.

NOTE #7 UNAVAILABLE FOR PERSONAL BUSINESS LEAVE DAYS

For the purposes of the use of Personal Business Days (Section 8.203), the following dates cannot be used in the 2022-2023 school year:

- August 23, 2022: First Day of School Year
- September 1, 2022 & September 6, 2022: Before/After Holiday Break
- November 15, 2022: First Day of Hunting Season
- November 22, 2022 & November 28, 2022: Before/After Holiday Break
- December 16, 2022 & January 3, 2023: Before/After Holiday Break
- March 31, 2023 & April 11, 2023: Before/After Holiday Break
- May 25 & May 30, 2023: Before/After Holiday Break
- June 6, 2023: Last Day of School

2023-2024 Calendar

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SCHOOL CALENDAR 2023-2024

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Professional Development for staff will be offered as follows: August 16, 2023 (6.0 hours), August 17, 2023 (6.0 hours), October 31, 2023 (6.0 hours), November 7, 2023 (6.0 hours), January 15, 2024 (6.0 hours), March 15, 2024 (6.0 hours). Attendance is required but a teacher not attending may elect to use a Personal Business Day, if one is available.

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Staff meetings will take place for no longer than one (1) hour on the first Monday of the month when students are in session. Teachers will participate in **16** hours of Collaborative Learning Cycle (CLC) in no more than one (1) hour increments after the school day during the school year (when students are in session). CLC's will not be made up due to emergency closures. Teachers will be grouped together into teams based upon content or grade level. Such meetings may be either an in-person or a virtual format as determined by the teachers involved on the following dates: The District shall provide the electronic platform to facilitate these meetings.

<u>September 18 and 25</u>	<u>October 09 and 23</u>	<u>November 13 and 27</u>	<u>December 11</u>	<u>January 22 and 29</u>
<u>February 12 and 26</u>	<u>March 11 and 18</u>	<u>April 22</u>	<u>May 13 and 20</u>	

NOTE #4 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 2023-2024 school calendar such days will occur on Saturday January 13, 2024 and Monday June 5, 2024. It is agreed that these days are to be included as record days in the one-hundred ninety two (192) days school calendar.

NOTE #5 GRADING PERIODS

January 12 th	End of 1st semester (All)
June 4 th	End of 2 nd semester (All)

NOTE #6 HALF DAYS

On half-days, teachers will not be assigned a duty free lunch period during the instructional day. Teachers will remain with their students to facilitate the serving and eating of lunch in an adjusted schedule. Outdoor recess or break time is optional and is left to the discretion of the classroom teacher. The parties recognize a duty free lunch period in accordance with Article 25.700 commencing 10 minutes after student dismissal.

NOTE #7 UNAVAILABLE FOR PERSONAL BUSINESS LEAVE DAYS

For the purposes of the use of Personal Business Days (Section 8.203), the following dates cannot be used in the 2023-2024 school year:

- August 22, 2023: First Day of School Year
- August 31, 2023 & September 5, 2023: Before/After Holiday Break
- November 15, 2023: First Day of Hunting Season
- November 21, 2023 & November 27, 2023: Before/After Holiday Break
- December 19, 2023 & January 3, 2024: Before/After Holiday Break
- March 28, 2024 & April 9, 2024: Before/After Holiday Break
- May 23 & May 28, 2024: Before/After Holiday Break
- June 4, 2024: Last Day of School

2024-2025

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**SCHOOL CALENDAR
2024-2025**

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- May 22 & May 27, 2025: Before/After Holiday Break
- June 3, 2025: Last Day of School

APPENDIX "J"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

May 3, 2007

The parties agree that a new Appendix "B" stipend will be added to the BCEA Master Agreement for High School Teachers who teach "zero" hour courses with a schedule that requires a non-work period and the need to return to hold seminar class.

The parties recognize the contractual language contained in Article 25.410 which states, "The parties agree that the normal teaching load inclusive of a lunch and conference period shall fall within five (5) consecutive blocks, except as provided in 25.415 concerning "overload assignment." Fridays shall consist of seven (7) blocks inclusive of conference and lunch." Due to the non-consecutiveness of the schedule for "zero" hour teaching staff at the high school level, the parties agree to create the new Appendix "B" stipend in the amount of \$ 750.00 per semester.

The parties further agree the class periods in which the teacher is not assigned a class related to the "zero" hour schedule shall be non-duty time. The teacher is not required to stay in the building as this is their personal time and is non-work related.

AGREED,

AGREED,

Signed by Shelly Ouellette
BAY CITY PUBLIC SCHOOLS

Signed by Kevin Stapish
BAY CITY EDUCATION
ASSOCIATION

5-3-2007
Dated

5-3-2007
Dated

APPENDIX "K"

Previously Deleted by the Parties

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 prorated, 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	Donald Tilley	70 days
Gregg Barber	7 days	David Staudacher	70 days
Daniel Byrne	7 days	Susan Stine	70 days
Michelle Micsak	14 days	Elena Velasquez	70 days
Lori Draves	14 days	Deborah Cherry	84 days
Drew Pinter	14 days	Sandra Raffa	84 days
Dale Roberts	14 days	Steven Syring	84 days
Cynthia Thomas	14 days	Linda Hartz	91 days
Charles Anthony Villano	14 days	Sheila Mast	91 days
Gerard Anthony	14 days	Diana Jacobs	98 days
Leanne Pearce	14 days	Janet Schloff	98 days
Sharon Lupo	21 days	Judith Zanotti	98 days
Diane Oberlies	21 days	Patricia Hansen	98 days
Dora York	21 days	Karen Rauschenberger	98 days
John Essex	21 days	Barb Sardo	98 days
Diane Brown	28 days	Carol Sprague	98 days
Jeff Dillon	28 days	Mary S. Toyzan	98 days
Bethany Rayl	28 days	Brenda Bascom	98 days
Reyna Timm	28 days	Karin Thomas	98 days
Lisa Gano	28 days	Cynthia Snyder	98 days
Tim Bailey	35 days	David Burzyck	98 days
Craig Heydenburg	35 days	Judy Dacey	98 days
Anne Livingston	35 days	Carol Heron	98 days
Lisa Wieck	35 days	A. Michael Jacqmain	98 days
Nancy Durocher	42 days	Karen Armstrong	98 days
Kristin Haynes	42 days	Dan Beamish	98 days
Linda McNary	42 days	Bernadette Adair	98 days
Ruth Odle	42 days	Brenda Lee	98 days
Veronica Welter	42 days	Arlene Stremming	98 days
Karol Syring	49 days	David Bertie	98 days
Durrell Caister	56 days	Julie Sullivan	98 days
Colleen DeSanto	63 days	Penny Zacharko	98 days

APPENDIX "L" IS A HISTORICAL DOCUMENT ONLY AND KEPT FOR REFERENCE ONLY (1-20-2012).

39.000 DURATION OF AGREEMENT

39.100

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 September 1, 2022. 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, 2025, and from year-to-year thereafter unless either party serves notice in writing upon the other party by March 1 prior to the expiration date of this Agreement.

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the authorized representatives of the parties in written and signed amendment.

39.200

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.

39.300

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 31st day of August, 2022.

BAY CITY EDUCATION ASSOCIATION

RICHARD MEETH

Richard Meeth, President

JANELLE ARNOLD

Janelle Arnold

STEFANIE BENSON

Stefanie Benson

Robert Pawlak

WES VANPETTEN

Wes Van Petten

GJ ZANOTTI

G.J. Zanotti

Rhonda Kruch

Rhonda Kruch, Executive Director

BAY CITY BOARD OF EDUCATION

Eugene Rademacher, President

CARRIE SEPEDA

Carrie Sepeda, Secretary

Stephen C. Bigelow

Stephen Bigelow, Superintendent

Cynthia K. Marchese

Cynthia Marchese, Director of Human Resources & Employee Relations

PATRICK MALLEY

Patrick Malley, Chief Academic Officer

SHELLY DUCHARME

Shelly DuCharme, Director of Pre-K & Elementary

RYAN BOON

Ryan Boon, Director of Adult Education

JULIE ROBINSON

Julie Robinson, Principal

Nicole Kingsbury

Nicole Kingsbury, Human Resources Manager

Jillian J. Bednarski

Jillian Bednarski, Human Resources Manager

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

May 11, 2022

Data Coach MacGregor Elementary School

For the 2021-2022 school year only, the parties agree to compensate Jayme Johnson for performing the duties of a Data Coach at MacGregor Elementary to collect, organize and share relevant data with staff and administration related to the progress of student academic growth and overall program effectiveness. The Data Coach will be compensated at the individual base hourly rate of Appendix "B" 1.200 to perform these tasks for up to 1 hour work per week, if Mr. Johnson submits overload time verification forms that accurately memorialize actual time worked.

This agreement does not set a precedent, and may not be used as evidence of a district policy or practice. This Agreement will expire on June 30, 2022.

Cynthia Marchese
Bay City Public Schools

5/11/22
Date

R. J. Meek
Bay City Education Association

5-11-22
Date

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

RE: Summer School 2022 & 2023

The parties agree to the following provisions for summer learning and engagement activities for students between June 7, 2022 and August 11, 2023, and for those activities scheduled during the summer of 2023:

1. The Appendix "B" rate 7.000 for summer learning and engagement activities for students shall be increased to fifty dollars (\$50) per hour for the length of this agreement, and shall revert to the Appendix "B" rate proposed by the Appendix "B" committee and agreed by the parties. The Appendix "B" rate shall be for all work related to summer learning and engagement activities for students performed by BCEA teachers during the length of this agreement. This rate applies to all bargaining unit members performing summer school related work pursuant to Appendix "B", Section 7.000.
2. The parties agree that July 4, is a legal holiday and summer school shall not be in-session. All teachers assigned to a summer program scheduled during the holiday shall be paid at the Appendix "B" rate described in #1 of this agreement.

The memorandum to the Master Agreement is non-precedent setting and does not bind either party to future agreements on this matter or in similar circumstances.

This memorandum expires on August 14, 2023.

AGREED,

Cynthia Marchese
BAY CITY PUBLIC SCHOOLS

8/29/22

AGREED,

R. P. [Signature]
BAY CITY EDUCATION ASSOCIATION

8-29-22

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

October 19, 2022

The parties agree on the following illustrative example of the work schedule for the 2022-23 School Year at the Eastern High School:

HOUR	TIME	MONDAY - FRIDAY
	7:20 AM – 7:30 AM	On Duty
1 st	7:30 AM – 8:00 AM	Seminar
2 nd	8:05 AM – 9:08 AM	Instructional Time
3 rd	9:13 AM – 10:16 AM	Conference Period
4 th	10:21 AM – 11:24 AM	Instructional Time
	11:24 AM – 11:54 PM	Lunch
5 th	11:59 AM – 1:02 PM	Instructional Time
6 th	1:07 PM – 2:10 PM	Instructional Time
	2:10 PM – 2:20 PM	On Duty

The parties agree that the normal teaching load inclusive of a lunch and conference period shall fall within four (4) consecutive periods, except as provided in 25.415 concerning “overload assignments” and one section of a seminar course offered as credit/no credit per trimester.

This agreement is non-precedent setting and is considered to be a one-time only agreement.

AGREED,

AGREED,

Cynthia K. Mansueti

RICHARD MEETH

 BAY CITY PUBLIC SCHOOLS

 BAY CITY EDUCATION ASSOCIATION

10 / 28 / 2022

10 / 19 / 2022

DATED

DATED

MEMORANDUM OF UNDERSTANDING
between the

BAY CITY PUBLIC SCHOOLS
and the

BAY CITY EDUCATION ASSOCIATION

October 19, 2022

Due to the curricular needs at Eastern High School the academic calendar shall remain on a trimester schedule for the 2022-23 school year.

August 26, 2022	First Day of School
November 11, 2022	End of Trimester 1
November 12, 2022	Records Day
November 14, 2022	Start of Trimester 2
February 24, 2023	End of Trimester 2
February 25, 2023	Records Day
February 27, 2023	Start of Trimester 3
May 25, 2023	End of Trimester 3
May 26, 2023	Records Day

Eastern High School is an alternative high school with an alternate schedule approved by the State of Michigan. Teachers assigned to Eastern High School shall follow the school calendar described in Appendix "I." The following days shall be non-instructional days for Eastern High School. Teachers are to report for duty on the following days for staff development.

September 16, 2022	January 13, 2023	May 5, 2023
October 7, 2022	January 27, 2023	May 19, 2023
October 14, 2022	February 3, 2023	May 30, 2023
October 28, 2022	February 10, 2023	May 31, 2023
November 18, 2022	March 10, 2023	June 1, 2023
December 2, 2022	March 24, 2023	June 2, 2023
December 16, 2022	April 21, 2023	June 5, 2023

The last day as it relates to teacher duty for the 2022-23 school year at Eastern High School shall be June 5, 2023. The school calendar as it relates to teacher duty shall be 192 days for teachers assigned to Eastern High School.

This agreement is non-precedent setting and is considered to be a one-time only agreement.

AGREED,

Cynthia M. Parsons

BAY CITY PUBLIC SCHOOLS

10 / 28 / 2022

DATED

AGREED,

RICHARD MEETH

BAY CITY EDUCATION ASSOCIATION

10 / 19 / 2022

DATED

Signature Certificate

Reference number: D2UTM-PFDOU-PAFB5-2YKDC

Signer	Timestamp	Signature
JILLIAN BEDNARSKI Email: bednarskij@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 16 Feb 2023 17:56:37 UTC Signed: 16 Feb 2023 17:57:47 UTC Recipient Verification: ✓ Email verified 16 Feb 2023 17:56:37 UTC		 IP address: 136.228.49.3 Location: Bay City, United States
STEPHEN BIGELOW Email: bigelows@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 16 Feb 2023 18:03:59 UTC Signed: 16 Feb 2023 18:04:11 UTC Recipient Verification: ✓ Email verified 16 Feb 2023 18:03:59 UTC		 IP address: 172.56.89.138 Location: San Antonio, United States
STEFANIE BENSON Email: bensons@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 16 Feb 2023 19:48:42 UTC Signed: 16 Feb 2023 19:50:40 UTC Recipient Verification: ✓ Email verified 16 Feb 2023 19:48:42 UTC		 IP address: 136.228.49.3 Location: Bay City, United States
RICHARD MEETH Email: meethr@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 16 Feb 2023 20:23:22 UTC Signed: 16 Feb 2023 20:23:56 UTC Recipient Verification: ✓ Email verified 16 Feb 2023 20:23:22 UTC		 IP address: 23.142.33.82 Location: Bay City, United States

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Signer	Timestamp	Signature
Rhonda Kruch Email: rkruch@mea.org Sent: 16 Feb 2023 17:56:13 UTC Viewed: 16 Feb 2023 21:09:36 UTC Signed: 16 Feb 2023 21:10:04 UTC Recipient Verification: ✓ Email verified 16 Feb 2023 21:09:36 UTC		 IP address: 23.142.33.82 Location: Bay City, United States
RYAN BOON Email: boonr@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 16 Feb 2023 18:23:40 UTC Signed: 17 Feb 2023 15:31:38 UTC Recipient Verification: ✓ Email verified 16 Feb 2023 18:23:40 UTC		 IP address: 136.228.49.3 Location: Bay City, United States
PATRICK MALLEY Email: malley@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 16 Feb 2023 20:55:39 UTC Signed: 17 Feb 2023 18:52:27 UTC Recipient Verification: ✓ Email verified 16 Feb 2023 20:55:39 UTC		 IP address: 136.228.49.3 Location: Bay City, United States
Cynthia Marchese Email: marchesec@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 20 Feb 2023 17:43:38 UTC Signed: 20 Feb 2023 17:45:30 UTC Recipient Verification: ✓ Email verified 20 Feb 2023 17:43:38 UTC		 IP address: 136.228.49.3 Location: Bay City, United States

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Nicole Kingsbury Email: kingsburyn@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 20 Feb 2023 18:27:34 UTC Signed: 20 Feb 2023 18:28:33 UTC Recipient Verification: ✓ Email verified 20 Feb 2023 18:27:34 UTC		 IP address: 136.228.49.3 Location: Bay City, United States
JULIE ROBINSON Email: robinsonj@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 21 Feb 2023 18:01:44 UTC Signed: 21 Feb 2023 18:02:27 UTC Recipient Verification: ✓ Email verified 21 Feb 2023 18:01:44 UTC		 IP address: 136.228.49.44 Location: Bay City, United States
CARRIE SEPEDA Email: sepedac@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 21 Feb 2023 18:04:29 UTC Signed: 21 Feb 2023 18:04:57 UTC Recipient Verification: ✓ Email verified 21 Feb 2023 18:04:29 UTC		 IP address: 174.245.3.37 Location: Birmingham, United States
GERALD ZANOTTI Email: zanottig@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 21 Feb 2023 18:08:19 UTC Signed: 21 Feb 2023 18:09:45 UTC Recipient Verification: ✓ Email verified 21 Feb 2023 18:08:19 UTC		 IP address: 136.228.49.3 Location: Bay City, United States

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WES VANPETTEN Email: vanpettenw@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 21 Feb 2023 18:10:14 UTC Signed: 21 Feb 2023 18:11:21 UTC Recipient Verification: ✓Email verified 21 Feb 2023 18:10:14 UTC		 IP address: 136.228.49.3 Location: Bay City, United States
JANELLE ARNOLD Email: arnoldja@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 21 Feb 2023 18:22:14 UTC Signed: 21 Feb 2023 18:22:57 UTC Recipient Verification: ✓Email verified 21 Feb 2023 18:22:14 UTC		 IP address: 136.228.49.3 Location: Bay City, United States
SHELLY DUCHARME Email: ducharmes@bcschools.net Sent: 16 Feb 2023 17:56:13 UTC Viewed: 23 Feb 2023 14:38:10 UTC Signed: 23 Feb 2023 14:38:40 UTC Recipient Verification: ✓Email verified 23 Feb 2023 14:38:10 UTC		 IP address: 74.143.15.205 Location: Louisville, United States

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Letter of Agreement

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

November 7, 2023

Both parties agree to the following language.

34.000 INSURANCE PROTECTION

Beginning January 1, 2024, the District shall contribute one hundred percent (100%) of the state hard cap set by the Michigan Department of Treasury for medical benefit plan coverage years beginning on or after January 1, 2024, towards the insurance programs listed in Articles-34.400 (medical insurance) including but not limited to H.S.A. deductible, all costs to administer a Health Equity Flexible Spending Account (FSA) and all “medical benefit plan” cost within the meaning of Public Act of 2011.

Example: January 1, 2024, one hundred percent (100%) of the state hard cap is:

Single: \$7,702.85

Two-Person: \$16,109.06

Family: \$21,007.83

The Employee shall be responsible for premium cost above one hundred percent (100%) of statutory state hard cap. The Employee’s premium contribution will be payroll deducted, in equal amounts through a qualified Section 125 Plan and, as such, will not be subject to withholding.

The annual District paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year according to Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Employees who enroll in a MESSA Choices medical plans shall have all of the District contribution paid towards the MESSA plans premium costs. Employees shall be responsible for premium cost beyond the District’s contribution.

Employees who enroll in a MESSA ABC 1 and MESSA Balance + plans shall have the District’s contribution paid towards the premium cost. Should the premium costs of the MESSA ABC plan fall under one hundred percent (100%) of the State hard cap rates, the District will

contribute the difference to the employee through an H.S.A. contribution made no later than the first regularly scheduled payroll in January.

Employees hired mid-plan-year shall have any H.S.A. contributions made on a pro-rata basis. Employees shall be responsible for all premium costs beyond the District's contribution.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ H.S.A. up to the maximum amounts allowed by Federal Law.

The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's H.S.A. accounts administered through HEQ.

Employees may elect to establish a Health Equity Flexible Spending Account (FSA) for "Choices" medical expenses during the annual open enrollment. Contributions for the FSA shall be made through a Section 125 payroll deduction (pre-tax benefit). There shall be a \$500 rollover to the employee's FSA at the end of each calendar year (according to IRS regulations).

Any monies in the employee's FSA at the end of the IRS expenditure period beyond the \$500 eligible rollover shall revert to the District (per IRS regulations).

Employees electing Option 4 in 34.400 must provide the Employer, each year and during open enrollment, annual proof a minimum essential coverage and affordability through another employer/provider.

The parties may elect other insurance options during the life of this agreement.

34.100

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

34.200

Group term life insurance coverage in the amount of forty thousand (\$40,000) dollars and forty thousand (\$40,000) dollars 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 insurance protection for a full twelve-month period. Employees shall choose one of the following medical plan options:

A. *Option 1:*

MESSA Choices II
\$500/\$1,000 In-Network Deductible
\$20/\$20/\$20 On-Line/Office Visit/Specialist Visit Copay
\$25/\$50 Urgent Care/Emergency Room Copay
Saver Rx

B. *Option 2:*

MESSA Choices II
\$500/\$1,000 In-Network Deductible
\$20/\$20/\$20 On-Line/Office Visit/Specialist Visit Copay
\$25/\$50 Urgent Care/Emergency Room Copay
10% Co-insurance
Saver Rx

C. *Option 3:*

MESSA ABC Plan 1
\$1,600/\$3,200 In-Network Deductible (set by IRS*)
\$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay
\$0/\$0 Urgent Care/Emergency Room Copay
ABC Rx
Health Equity Account

Beginning January 1, 2024, employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars (\$1,600) for self only and three thousand two hundred dollars (\$3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).

If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.

**In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

D. Option 4:

MESSA Balance+

\$1,600/\$3,200 In-Network Deductible

\$25/\$50 Office Visit/Specialist Visit Copay

\$50/\$2000 Urgent Care/Emergency Room Copay

20% Co-insurance

Balance+ Rx

Health Equity Account

Beginning January 1, 2024, employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars (\$1,600) for self only and three thousand two hundred dollars (\$3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).

If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.

**In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

E. Option 5: Cash in-lieu of \$100 per month

34.500

Subject to the provisions hereinafter contained in this Article the Board shall provide fully funded dental insurance for a full twelve-month period through MESSA Dental Insurance Program, Plan E (80/80) and Rider 007 (80/\$1,300. Effective January 1, 2019, the MESSA Dental Insurance Program coverage shall be:

<i>Diag & Prev. = 100% (2 cleanings per year)</i>	<i>Orthodontics = 80%</i>
<i>Basic Services (X-Rays) = 80%</i>	<i>Lifetime Max = \$1,500</i>
<i>Major Services = 80%</i>	
<i>Annual Max = \$1,500</i>	

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 their spouse's health insurance and who chooses not to be provided with health care protection MESSA 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 their 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 fully funded long-term disability insurance. Benefits shall be paid at 60% of salary up to a monthly maximum of \$5,000 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 \$5,000 per month at the current rate per one hundred dollars (\$100.00) of coverage per month.

34.900

The Board shall provide fully funded full family vision care for a full twelve-month period through MESSA VSP 2-Silver. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA VSP 3, without increased cost to the teacher. Effective January 1, 2019, the Vision Plan will be VSP-3-G.



Bay City Public Schools

11 / 08 / 2023

Date:



Bay City Education Association (BCEA)

11 / 13 / 2023

Date:

Signature Certificate

Reference number: GSDCN-BU9RH-5MFKS-ZA5GL

Signer

Timestamp

Signature

Cynthia Marchese

Email: marchesec@bcschools.net

Sent: 08 Nov 2023 19:18:06 UTC
Viewed: 08 Nov 2023 19:18:11 UTC
Signed: 08 Nov 2023 19:38:12 UTC



IP address: 136.228.49.3
Location: Bay City, United States

RICHARD MEETH

Email: meethr@bcschools.net

Sent: 08 Nov 2023 19:18:06 UTC
Viewed: 08 Nov 2023 19:33:20 UTC
Signed: 13 Nov 2023 19:28:46 UTC



IP address: 23.142.33.82
Location: Midland, United States

Recipient Verification:

✓Email verified 08 Nov 2023 19:33:20 UTC

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13 Nov 2023 19:28:46 UTC

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