

4359

6/30/2000

AGREEMENT

between the

BAY CITY BOARD OF EDUCATION

and the

BAY CITY EDUCATION ASSOCIATION

Bay City Public Schools

COVERING

1997-98

1998-99

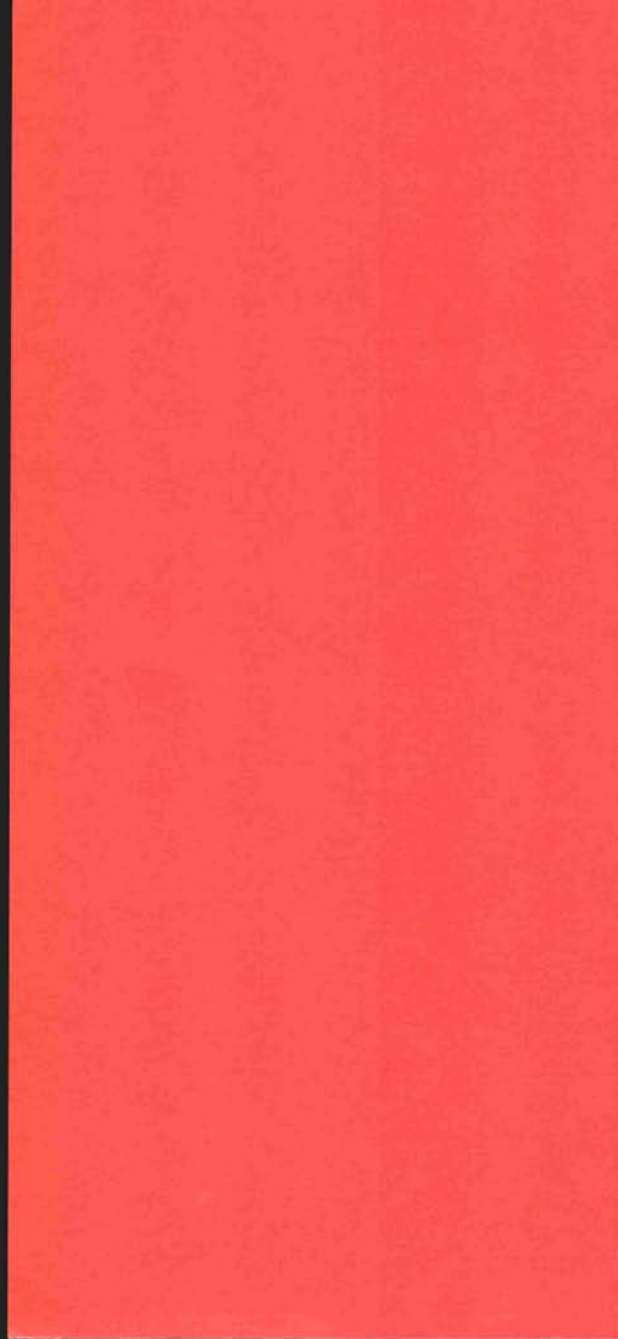
1999-2000

YEARS

LABOR AND INDUSTRIAL

RELATIONS COLLECTION

Michigan State University



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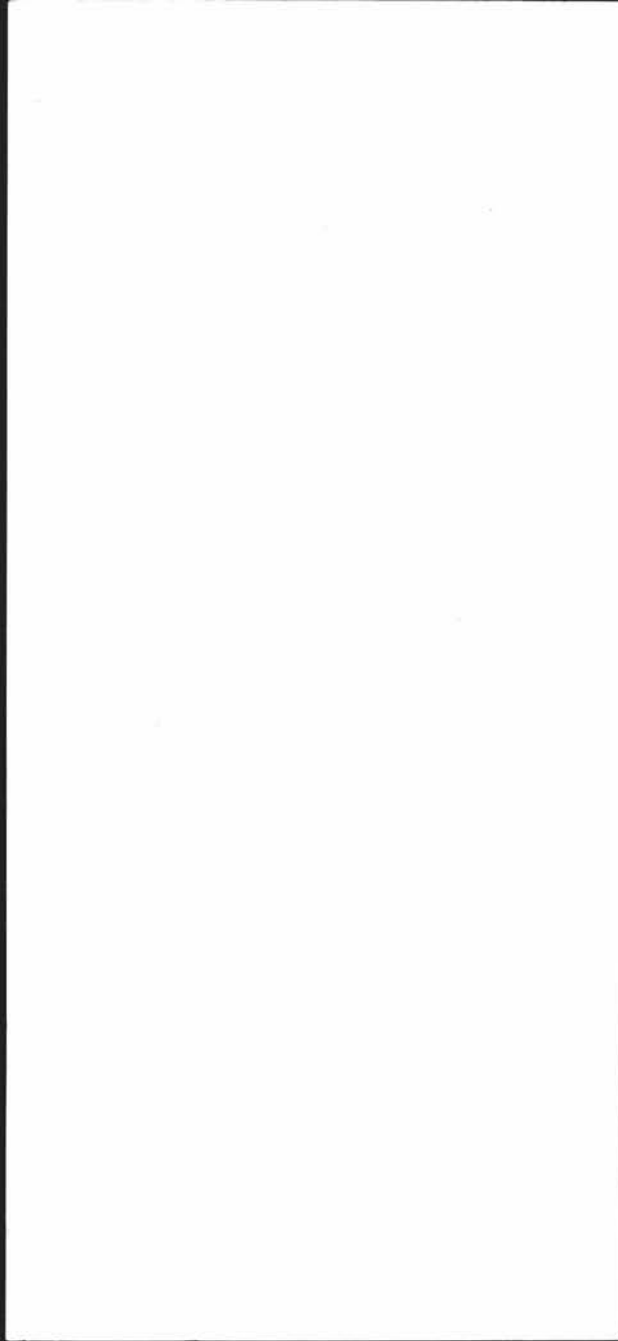


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1.000 PREAMBLE

1.100

This Agreement, effective the 1st day of July, 1997, 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, 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 appropri-

ately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provision of this Agreement.

3.300

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

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

3.700

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, 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, sex, marital status, national origin, height, weight, physical or mental handicap.

3.800

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

4.000 RIGHTS OF THE BOARD OF EDUCATION

4.100

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

5.000 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

5.100

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment au-

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

5.200

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a representative service fee to the Association, an amount equal to membership dues payable to the Association, and its Affiliates, **less any amounts not permitted by law**; provided, however, that the teacher may authorize payroll deduction for such representation service fee in the same manner as provided in paragraph 5.100 of this Article.

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

1. The Association shall notify the teacher on non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.

2. If the teacher fails to **remit the service fee or authorize deduction**, the Association may **request the Board to make such deduction pursuant to this Article**. A copy of the notice of non-compliance and proof of service shall be attached to said **request**.

3. The Board, only upon receipt of said request for **deduction**, shall conduct a due process hearing **limited to the question of whether or not the teacher has remitted the service fee to the Association or has authorized payroll deduction**. To the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act.

4. **Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.**

5.300

With respect to all sums deducted by the Board pursuant to authoriza-

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

5.400

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

6.000 VACANCIES, PROMOTIONS AND TRANSFERS

6.100

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

6.200

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

6.220

Vacancies existing will be advertised in *The Bay City Times* on the first day of August. At the request of the Association, the Board shall provide the Association with a copy of the notice to be published when it is delivered to *The Bay City Times*.

6.230

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

6.231

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

6.300

An administrative vacancy or a newly-created administrative position

shall be posted in the "Posting Newsletter" as it occurs, and in any event not less than ten (10) days prior to the deadline for filing. The Board's decision on the final selection of the candidate shall be final.

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

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

6.301

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

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

6.400

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

6.401

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

6.500 PROGRAM STAFFING PROCEDURE

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

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

6.600

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

6.700

Any employee seeking consideration for appointment to administrative or supervisory positions shall present his/her request in writing to the Director of Human Resources.

7.000 SICK LEAVE AND SICK LEAVE BANK

7.100

The primary purpose of the sick leave allowance is to cover the absence of an employee from school because of personal illness, injury, or incapacitation sufficiently severe that it would make his/her presence in school inadvisable. Sick leave applies only to absences resulting from illness, injury or incapacitation of the employee and not absence caused by illness, injury or incapacitation in the immediate family, except as described in Article 8.000.

7.200

The amount of sick leave accumulated at the rate of eight (8) days per semester shall be ninety-six (96) days. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

7.300

If there is a question or doubt regarding the illness of an employee, the

Superintendent may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed.

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

7.400

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

7.500

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

7.501

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

7.502

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

7.503

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

7.504

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

7.505

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

7.506

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

7.507

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

7.508

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

7.509

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

7.510

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

7.511

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

7.512

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

7.513

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

7.600

Before a female employee will be granted sick pay for pregnancy, she

must present to the Director of Human Resources a written certificate from her physician indicating that in his/her opinion she is no longer able to regularly perform her work because of her pregnancy condition. Should Administration have any questions about the inability to work, even if there is her own doctor's statement, Administration could then exercise the right to have her undergo an examination by a separate doctor engaged by the District.

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

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

8.000 LEAVE OF ABSENCE

8.050

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

8.100

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

8.200

Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted annually for the following reasons:

8.201

A maximum of five (5) days for critical illness in the immediate family living in the same household.

8.202

A maximum of five (5) days for a critical illness in the immediate

family not living in the same household may be granted by the Director of Human Resources at his/her discretion.

8.203

Two (2) days for the conduct of personal affairs which cannot normally be handled outside school hours. A personal leave day cannot be used the day before or the day after a holiday or vacation period, the first or the last day of the school term, or the first day of a hunting or fishing season, except with justification in writing to the Director of Human Resources. The Director of Human Resources' decision on the justification will be final.

8.204

Five (5) days for the adoption of a child. Additional time may be granted at the discretion of the Director of Human Resources.

8.300

Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

8.301

A maximum of three (3) days for a death in the immediate family: Spouse, father, mother, brother, sister, children, grandchildren, and grandparents, or person whose relationship to the teacher warrants such attendance. Additional time may be granted at the discretion of the Director of Human Resources.

8.302

A maximum of three (3) days for emergency purposes to be granted by the Director of Human Resources at his/her discretion.

8.303

One (1) day for attendance at the funeral service of mother-in-law, father-in-law, brother-in-law, or sister-in-law. Extension may be granted by Director of Human Resources.

8.304

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.

8.305

Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is required to attend any proceeding.

8.306

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

8.307

One (1) day to take the selective service physical examination. Extension may be granted by the Director of Human Resources.

8.400

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

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

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

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

8.500

Leaves of absence without pay not to exceed one (1) year may be granted upon application for purpose of study and research or for any reason important to the teacher. A teacher shall return from such leave with seniority and sick leave accumulation enjoyed at the time the leave was granted and shall advance to the next step on the salary schedule. Extensions may be granted at the discretion of the Director of Human Resources.

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 is granted.

8.700

Leaves of absence shall be granted up to two (2) years to any teacher who enlists in the Peace Corps as a full-time participant. Such teacher

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

8.800

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

8.900

Military, Reserve or National Guard leaves of absence shall be granted to any teacher who shall be inducted or called for period of authorized training or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment or the duration of the emergency. Such teacher shall be granted the leave of absence without loss of status, salary, seniority, and other rights or benefits. The teacher shall make reasonable effort to ensure that such service be performed during non-school time.

8.1000

A teacher elected or selected 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 the term of such office. Such a teacher shall return with all sick leave accumulation and seniority enjoyed at the time the leave was granted.

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

8.1010

A teacher having been duly granted leave under the provisions of 8.400, 8.500 and 8.900 must apply for re-employment on or before March 1,

prior to the school term in which re-employment is desired or December 15 for the second semester.

8.1020

The BAY CITY EDUCATION ASSOCIATION recognizes that excessive absenteeism may lead to financial burdens within the district. Therefore, no later than the 1999-2000 school year, the BAY CITY EDUCATION ASSOCIATION agrees to participate in a district-wide committee which will submit a report to the BOARD OF EDUCATION before negotiations begin on the upcoming contract to evaluate the attendance pattern of the BAY CITY PUBLIC SCHOOL employees.

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

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

8.1130 Application

Applications shall be filed with the Office of Superintendent by November 1, for leave beginning the following September. For leave beginning the second semester, applications shall be filed by April 1 of the preceding calendar year.

Applicants requesting sabbatical leave commencing in September shall be notified by December 1 as to the status of their application. Applicants requesting leave commencing the second semester shall be notified by May 1 as to the status of their application.

Applications for sabbatical leave are to be submitted on the sabbatical leave application form available from the Superintendent's office.

All information must be provided in order for a sabbatical request to be considered.

8.1140 Compensation

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

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

8.1150 Status While On Sabbatical Leave

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

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

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

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

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

8.1160 Status On Return From Sabbatical Leave

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

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

8.1170 Review Committee

A sabbatical leave review committee of six persons will be established. The BCEA and Superintendent will each appoint three members.

The committee will review applications for the purpose of determining which applications if any will be recommended to the Superin-

tendent. 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 Intermediate (6-8), and one (1) from the High School (9-12) annually.

8.1190 Obligation

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

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

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

9.000 RELEASED TIME

9.100

The President, and/or his or her designee, of the Bay City Education Association shall elect whether he/she will be released for a semester

or for the entire school year. Such election must be made prior to August 1st for such fall semester or the entire year and by December 1st for the second semester. If he/she selects to be released, the Association shall reimburse the School District for fifty percent (50%) of the expenses incurred by the District in continuing the classroom service normally provided by the President. The reimbursement for the salary expenses shall be fifty percent (50%) Step One (1) AB Degree of the Salary Schedule. All other expenses shall be fifty percent (50%) of the other expenses incurred by the District for the least senior full time teacher.

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

10.000 TENURE PROCEDURES

10.100

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

10.200

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

10.300

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

10.400

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

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

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

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

Schedule:

First Week

1. Principal appoints sponsors

Second Week

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

Third Week

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

Eighth Week
First Conference Completed

Eighteenth Week
Second Conference Completed

Nineteenth Week
IDP Planning Conference

Twenty-sixth Week
Third Conference Completed

IDP Appraisal Completed

Twenty-eighth Week
Recommendations from City Committee to Superintendent.

11.000 TEACHER EVALUATION

11.100

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

11.150

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

11.200

Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth: provided, however, that (1) as to probation-

ary teachers, the Board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Teacher Tenure Act during the pence of any grievance procedures, and (2) as to tenure teachers, pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Teacher Tenure Act and said Act shall thereafter govern all proceedings against the teacher.

11.300

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

11.400

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

11.500

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

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

11.501

The Administration would recognize that the evaluation of a teacher's performance would take into account the level of auxiliary services,

Administrative support, and materials/supplies provided. Other factors, such as class size, facilities, socio-economic background of the students, most recent previous teaching assignments shall also be considered.

11.502

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

11.600 Individualized Development Plan and Teacher Professional Growth Record

11.601 Individualized Development Plan

1. Any tenured teacher who receives a less than satisfactory performance evaluation and all probationary teachers shall be provided with an Individualized Development Plan.

2. The criteria for the Individualized Development Plan shall be mutually planned and agreed upon by the teacher and his/her immediate administrator.

3. The Individualized Development Plan form is found in Appendix "E".

4. The Individualized Development Planning steps are as follows:

Planning Conference:

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

Appraisal Conference:

The Second step provides for an appraisal session to be scheduled during the following semester for the purpose of reviewing progress on goals planned and to confer on the administration observation. Both the teacher and the Principal (Assistant Principal) will sign the completed form, Appendix "E", and the teacher will be given an opportu-

nity to add any comments he/she feels are necessary.

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

11.602 Teacher Professional Growth Record

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

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

12.000 PROFESSIONAL GRIEVANCE PROCEDURE

12.100 Definitions

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

12.110

Necessary reduction of personnel and the decision by the Board of Education with respect to timing and numbers of recalled teachers after a reduction of personnel shall not be considered arbitratable 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 per-

son against whom action might be taken in order to resolve the grievance.

12.140

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

12.200 Purpose

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

12.300 Association Representatives

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

12.320

The Association shall establish a Grievance Committee.

12.330

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

12.400 Informal Procedure

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

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

12.500 Formal Procedure

Proceedings under the formal procedure must begin within thirty (30) days of the alleged infraction or within thirty (30) days from the time

the grievant should have reasonably become aware thereof. Said formal procedure shall be deemed to have commenced when a written complaint is filed with the office of the Building Principal or the Director of Human Resources if the grievance is outside the jurisdiction of the Building Principal.

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

12.510 Level One

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

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

12.520 Level Two

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

12.530 Level Three

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

sociation Executive Board shall meet with the teacher and the Grievance Committee within ten (10) days after the receipt of the teacher's appeal. The Executive Board's decision shall be final and binding and issued in writing to the teacher within five (5) days of the appeal meeting.

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

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

12.700 Miscellaneous

12.710

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

12.720

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

12.730

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

12.740

Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary

documents shall be given appropriate distribution by the Director of Human Resources so as to facilitate operation of the procedures set forth herein.

12.750

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

13.000 EXPERIENCE ALLOWANCE

13.100

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

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

14.000 PROFESSIONAL IMPROVEMENT

14.100

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

14.200

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

14.300

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

14.400

Special talents or expertise needed for the implementation of a new

program, or a vacancy in a program, requiring shortterm 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)

and 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.

15.000 CURRENT IMPROVEMENT

15.100

Current Improvement is for the purpose of encouraging professional growth of teachers who have reached the maximum step on the salary schedule. Current improvement shall consist of three steps of the salary schedule.

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

15.110

In or after his/her fourth (4th) year beyond the maximum of the salary schedule a teacher may qualify for a Current Improvement stipend by having earned three (3) semester hours of credit during the last five (5) years.

15.120

In or after his/her ninth (9th) year beyond the maximum on the salary schedule, a teacher may qualify for a second Current Improvement stipend by having earned six (6) semester hours of credit—three (3) of which must have been earned in the last five (5) years.

15.130

In or after his/her fourteenth (14th) year beyond the maximum on the salary schedule, a teacher may qualify for a third Current Improvement stipend by having earned nine (9) semester hours of credit — three (3) of which must have been earned in the last five (5) years.

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

15.140

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

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

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

The Curriculum Steering Committee will also develop a list of in-District activities for which Current Improvement credits may be granted. However, those approved activities for which the teacher received re-

muneration from the School District, (other than compensation for tuition, travel, meals and the like) shall not qualify for Current Improvement credit under this Article.

15.150

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

15.160

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

15.170

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

15.180

The compensation for Current Improvement is as follows:

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

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

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

16.000 PROTECTION OF TEACHERS

16.100

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

16.101

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

16.102

The Board shall adopt a Students Rights With Responsibilities Policy including, to the fullest extent permitted by law, the right to exclude a

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

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

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

16.200

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

16.300

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

16.400

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

16.500

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

16.600

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

16.700

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

16.800

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

16.810

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

16.811

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

16.812

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

16.813

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

16.814

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

16.900

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

16.1000

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

16.1100

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

16.1110

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

16.1120

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

16.1121

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

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

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

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

16.1200 Due Process

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

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

Discipline of teachers will be in accordance with basic concepts of due process of law and will be subject to the Grievance Procedure as set

forth in this Agreement. All information forming the basis for disciplinary action will be made available to the teacher and the Association. Provided, however, that as soon as the Board institutes procedures under the Teacher Tenure Act against such teacher, the grievance procedure shall be suspended, as provided in Article 11.200.

16.1300 Controlled Substances

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

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

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

<u>OFFENSE</u>	<u>DISCIPLINE</u>
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 not participate in counseling)
Fifth	Discharge

B) Who is under the influence of, or involved in the unlawful pos-

session or use of, illegal drugs shall be subject to disciplinary action as follows:

<u>OFFENSE</u>	<u>DISCIPLINE</u>
First	Written reprimand with mandatory counseling of 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, manufacturer, or distribution of dispensation of tobacco, alcohol, or illegal drugs shall be subject to disciplinary action as follows:

<u>OFFENSE</u>	<u>DISCIPLINE</u>
First (if the activity involved would constitute a misdemeanor under Michigan law)	3 days suspension without pay with mandatory counseling (or discharge, if does not participate in counseling)
Second (or first, if the activity involved would constitute a felony under Michigan law)	Discharge

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

17.000 EMERGENCY CLOSING OF SCHOOL

17.100

Adequate heat, light, ventilation, water and toilet facilities shall be avail-

able 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 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.

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.

17.400

In the event the School Aid Act requires, after July 1, 1987, the scheduling of additional days of student instruction because of school district closings caused by conditions not within the control of school authorities, such additional days 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 when the school district is closed in accordance with past practice but shall not receive additional pay for the additional rescheduled days.

Whenever a teacher has an absence on a day when schools are closed 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 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 at the end of the School Year shall be charged for the absence with the applicable reason.

18.000 STAFFING PROCEDURE

18.100 Seniority

18.110

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

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

18.120

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

18.130

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

18.140

In the event that a laid-off teacher is employed elsewhere, for a period

not to exceed one (1) year, he/she shall be allowed to complete his/her contractual obligation before returning to Bay City, shall suffer no penalty, and shall accumulate seniority.

18.141

I. Teacher on leaves pursuant to Article 18.140 shall:

A) Accumulate seniority

B) Be granted no more than one year experience on the salary schedule — for example:

1. The teacher was on Step 8 when laid off, returns one semester after the commencement of the Article 18.140 leave, is placed on Step 9 1/2;

2. The teacher was on Step 8 when laid off, return two semesters after the commencement of the Article 18.140 leave, is placed on step 10 ;

C) All other benefits shall be frozen.

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

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

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

18.150

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

18.160

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

18.170

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

18.200 Lay Off and Recall

A reduction of staff (number of teachers employed by the Board of

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

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

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

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

18.210

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

18.220

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

18.230

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

18.240

When there is an increase in teaching positions following such a lay-off or positions become available through natural attrition, the teacher with the most seniority meeting the minimum qualifications in the dis-

trict shall be first to be reemployed. Such recalled employee must also have the necessary certification for the position to which he/she is recalled. If the position is less than one-half (1/2) of a full assignment, the teacher may refuse the recall and remain on lay-off status.

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

18.241

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

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

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

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

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

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

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

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

18.250

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

1. A position in the lower one-third (1/3) of the total Bargaining Unit staff allocation for the succeeding school year will not be posted

as a vacancy. If, however, that position is governed by another vacancy definition, then that position shall be posted as a vacancy.

2. All teachers, except for probationers who have achieved or will achieve tenure prior to October 1st of the next school year, shall be assigned their current assignments, if available.

3. A position which was previously posted as a vacancy but not selected in a program staffing process is no longer a vacancy, even though the position is held by a probationer who has achieved tenure or will have achieved tenure prior to October 1st of the next school year. In such cases the probationers shall be assigned their current assignments, if available.

4. In the event a position is not available and a lay-off is necessary, the least senior teacher certified/qualified shall be laid off first.

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

C. General Rules:

1. There is no "bumping" for positions of employees #1—300 or two-thirds (2/3) of available positions (whichever is least).

2. There are no **displaced** persons or displaced persons' rights.

3. The phases of staffing are.

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

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

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

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

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

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

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

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

8. Specialized courses requiring qualifications will be noted.

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

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

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

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

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

The vacancy definition does not apply to an elementary split grade classroom which can be filled by the least senior teacher who is cur-

rently teaching one of the two split grade levels in the building. When a single grade classroom of one of the two grade levels in the split classroom becomes available in the building, the building teacher assigned the split grade classroom shall be offered first preference to select the single grade classroom assignment. If two or more teachers are entitled to the position, the more senior teacher shall have the right to the position.

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

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

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

15. In determining the most senior two-thirds (2/3) teachers, for the succeeding school year all known leaves, retirements and deaths shall not be counted in the two-thirds (2/3) number.

The two-thirds (2/3) most senior teachers shall be determined at the beginning June Phase Two/Three/ Outs and shall remain constant for the succeeding school year.

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

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

18. When involuntary transfers are necessary, the least senior teacher

who is qualified shall be involuntarily transferred.

19. Any teacher newly hired after the 1991-92 School Year for a classroom position which requires qualification, certification, or endorsement [such as but not limited to special education, bilingual, Academically Talented (Gifted/Talented) Program] in addition to a regular classroom teaching certificate shall not have the right to bid out from the position until the teacher shall have served at least five (5) School Years in the position for which the teacher was newly hired. If there are more teachers than positions in this category for a succeeding school year, the most senior teacher in the identifiable group shall have the right to bid another position, if available, for which the teacher is qualified, certified or endorsed. However, in the event a position for which the teacher was newly hired becomes available for a succeeding school year, the teacher must return to such a position until the five (5) school years requirement has been fulfilled.

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

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

18.251

Qualifications:

A. North Central criteria shall be used grades 9-12 for all teachers.

1. For the 1983-84 school year, any teachers #1-300 (2/3 of allocation) who do not meet North Central requirements will be given two (2) years grace period to acquire needed credentials for current assignment. Other teachers in grades 9-12 shall meet North Central requirements.

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

3. For the 1985-86 school year, all teachers teaching grades 9-12 shall meet North Central Requirements.

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

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

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

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

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

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

C. The following teachers in grades K-6 shall be certified, endorsed and in major/minor areas of preparation.

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

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

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

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

**Three years of experience in Chapter I (Title I) or graduate level

reading endorsement will be accepted in lieu of major/minor in reading.

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

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

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

1. In grades 9-12, teachers of music, as per North Central Qualifications Standards, shall have 24 semester hours of music with course work appropriate to the teacher's assignment. "Appropriate to the teacher's Assignment" is herein defined as follows: for vocal music, a minimum of 18 semester hours in vocal/choral music, inclusive of piano, choral ensemble, and/or voice training; for instrumental music, a minimum of 18 semester hours in instrumental music, exclusive of piano.

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

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

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

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

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

2. Commitment to participate in a two (2) to five (5) day summer

workshop prior to the first (1st) year of teaching in the Gifted Program.

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

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

I. Physical Education teachers who teach swim class(es) shall meet Michigan Department of Education life saving requirement(s) and hold a WSI (Water Safety Instruction) certificate. The previous WSI requirement for all Physical Education teachers shall be applicable only to Physical Education teachers who teach swim class(es).

1. Any Physical Education teacher who does not hold a WSI certificate but who teaches swim class(es) according to the provisions of paragraph 2 and/or paragraph 3 below shall be allowed to teach swim class(es) until the end of the school year. In the event the teacher does not submit a WSI certificate to the Director of Human Resources and a copy of the WSI certificate to the BCEA by May 1 of that school year, the teacher shall vacate the physical education position. The position shall be a vacancy and shall be posted for the ensuing June staffing process. The Physical Education teacher who vacated the position shall not be permitted to bid that position or another position which includes swim class(es) in future staffing processes unless he/she holds a WSI certificate at the time of the staffing process.

2. If the vacancy is not bid by a bargaining unit member who holds a WSI certificate during Phases One, Two or Three, the vacancy may be bid during the Phase Outs by a bargaining unit member who has less than a full-time position, is certified to teach physical education, meets life saving requirement(s) but who does not hold a WSI certificate. The bargaining unit member shall be subject to the conditions in paragraph 1 above.

3. If the vacancy remains unfilled at the end of the June staffing process, the Bay City Public Schools shall fill the vacancy with a new hire who holds the necessary teaching and WSI certificates for the vacancy. If the Bay City Public Schools can not hire an individual who holds both certificates by the first Monday in August, the Bay

City Public Schools shall notify the BCEA of such case by the first Wednesday in August.

The parties shall then meet and agree upon a resolution of the matter before the forthcoming August program staffing process.

18.252

I. Procedure:

A. Phase One:

1. Teachers with seniority numbers that place them in the top two-thirds (2/3) of the total number of staff positions to be filled for the following school year will be recognized as "High Seniority Teachers" and will be assigned their current assignments, if available.

2. If any High Seniority Teacher does not want to return to his/her current position, he/she must pass to Phase Two.

3. If a High Seniority Teacher's assignment is not available, he/she must pass to Phase Two.

4. In exercising his/her seniority assignment rights, an Intermediate or High School (grades 7-12) teacher shall not cause another teacher to be bumped out of the department nor cause a reduction of another teacher's assignment allocation if there are other classes available that the senior teacher may select.

5. Except as restricted by number 4 above, a teacher who holds assignment rights in two departments, including a full assignment in one department. The vacancy definition of fifty percent (50%) or more change in position shall not be applicable in this situation. After all the teachers who have assignment rights in the department select their classes, the resulting full or partial position(s) become(s) the vacant position(s) and shall be posted in accordance with applicable General Rules.

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

B. Phase Two:

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

2. If a High Seniority Teacher selects an open position, he/she relinquishes all rights to any assignment he/she may have been assigned to in Phase One.

3. In Phase Two teachers can make a selection only once.

C. Phase Three:

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

2. If a High Seniority Teacher selects an open position, he/she relinquishes all rights to any assignment they may have selected in Phase Two.

3. In Phase Three teachers can make a selection only once.

4. After all positions possible have been filled through Phase Three, involuntary transfers shall be made in compliance with provisions of Article 6.6000.

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

1. Starting with Seniority No. 1, all teachers will be allowed to select any remaining opening for which they are qualified and certified. This Phase shall be repeated until no teacher wishes to select an opening.

2. If an opening is not available for a teacher at the conclusion of this phase, he/she will be laid off.

II. Timing Procedures:

The Program Staffing Process will include Major and Minor procedures.

A. The "Major Procedure" shall consist of Phase One, Phase Two, Phase Three, and Phase Outs. Positions available shall be listed by the first day of June. Phase One will be completed by the Second Friday in June and Phases Two, Three, and Outs will commence on the Third Monday of June.

The dates for the Phases Two, Three, and Outs shall be agreed upon prior to May 1st of each respective year.

B. "Minor Procedure" shall commence the second Wednesday of August. A "Minor Procedure" shall consist of only Phase Two, Phase Three and Phase Outs.

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

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

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

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

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

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

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

Whenever a vacancy occurs after the August Staffing Procedure, the Bay City Public Schools shall notify the Bay City Education Association of the vacancy before filling the vacancy. The vacancy shall be filled temporarily with a certified/qualified new hire on a regular pro-

bationary contract, except when there is a certified/qualified teacher who holds Letter of Intent rights. Certified teachers includes teachers who hold Endorsements approved/issued or could be approved/issued by the Michigan Department of Education.

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

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

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

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

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

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

18.260

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

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

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

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

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

18.270

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

**19.000 REQUISITIONING INSTRUCTIONAL SUPPLIES/
MATERIALS**

19. 100

Instructional supplies from paper and chalk to thumb tacks are available from the Warehouse. Each school building has a supply of these

commonly used items which the Building Principal replenishes by requisition from the Warehouse.

19.200

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

19.300

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

19.400

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

19.500

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

19.600

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

20.000 REPAIRS AND MAINTENANCE

20.100

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

20.200

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

20.300

Repairs and maintenance of vocational equipment, when performed

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

21.000 STUDENT TEACHING PROGRAM

21.100

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

21.200

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

21.300

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

21.400

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

21.500

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

21.600

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

21.700

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

21.800

The supervising teacher shall be paid at the rate provided in letter of agreement for the time a student teacher is assigned to him/her. Pay

shall be remitted to the supervising teacher within a reasonable time from the last day of the student teacher's term and shall be written on a check separate from that issued for any other compensable duties. In the event there is more than one supervising teacher, compensation shall be 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 ELEMENTARY, INTERMEDIATE & HIGH SCHOOL ACCREDITATION

24.100

The Board agrees that accreditation by the North Central Association is a valuable measuring tool, providing the community with performance evaluation of the school system. Inasmuch as all children of the District are entitled to education that provides an equitable opportunity, the Board agrees that as the elementary, intermediate, and high

schools of the District can qualify as candidates they shall be submitted for accreditation to the North Central Association.

25.000 TEACHING HOURS AND ASSIGNMENTS

25.100

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

25.200

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

25.300 Load and Assignments

25.310

It is mutually agreed that each Bay City Teacher is a professional who will devote whatever amount of time is necessary to fulfill his/her duties. It is acknowledged that the professional obligations of the classroom teacher requires time beyond that scheduled for direct classroom instruction — that additional time for lesson planning, correcting papers, scoring tests, developing charts and instructional material, maintaining records, improving curriculum, conducting individual sessions with students, parent conferences, etc. It is further agreed that the major portion of this work can be accomplished during a teacher's work day of reasonable duration and the remaining obligations shall be scheduled at the discretion of the teacher.

25.311

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

25.320

The teacher's day shall be six (6) hours and fifteen (15) minutes, exclusive of lunch period. Direct 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

25.340

Teachers may be required to remain after the school day (when students are in session) once a month, except on Fridays, for no longer than one (1) hour to attend building operational and policies meetings called by the Building Principal.

Teachers may be required to remain after school (when students are in session) twice a month, except on Fridays, for no longer than one and one-half (1.5) hours each meeting and no longer than twelve (12) hours a school year to attend meetings for professional development or state mandated core curriculum purposes.

The schedule, including the start and ending times, of the monthly building meetings and the meetings for professional development or state mandated core curriculum purposes for the school year shall be distributed in writing to the teachers prior to August 1st. The schedule for the professional development or state mandated core curriculum make-up sessions shall be distributed in writing to the teachers prior to March 1st. In the event a building or professional development meeting is canceled, the canceled meeting can not be postponed and can not be rescheduled. However, cancellations because of school district closings caused by conditions (act of God) not within the control of school authorities may be rescheduled.

All teachers within the respective building(s) are required to attend monthly building meetings and meetings for professional development or state mandated core curriculum purposes.

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

25.341

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

25.400 High Schools

25.410

The parties agree that the normal teaching load, as described in 25.413, plus a lunch period shall fall within six (6) 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

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

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

25.413

The normal teaching load shall consist of twenty-five (25) class periods and five (5) conference periods per week.

25.414

A teaching assignment beyond the provisions of Article 25.413, with

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

25.415

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

25.416

A teacher may be assigned with his/her consent, non-teaching responsibility such as noon or breakfast supervision, study hall, or hall duty. Such assignment shall not be recognized as a regular assignment as set forth in Article 25.413 or an overload, and shall be paid for at the rate set in Appendix "B."

25.417

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

25.418

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

25.419

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

25.420

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

25.421

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

25.422

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

(a) No teacher will be assigned more three hundred (300) minutes [three hundred thirty (330) minutes effective with the 1995-96 school

year] of instruction except in a case of an overload.

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

(c) Teaching assignments in keeping with the seniority provisions of Article 25.412 will be implemented prior to the beginning of each semester.

25.500 Intermediate

25.510

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

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

(b) Total daily instructional assignments for teachers, exclusive of conference and lunch periods shall not exceed three hundred (300) 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 faculty.

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

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

25.511

A teaching assignment beyond the provisions of Article 25.510, with the most senior teacher's consent, shall be recognized as an overload and shall be paid for at the rate set in the attached Appendix "B." A first or second year probationary teacher shall not be assigned an overload if a tenure teacher is available. With the approval of the Director of Human Resources, a third or fourth year probationary teacher may be assigned an overload. Overload assignments are to be discouraged. Notification of overload assignments shall be given to the Association.

25.512

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

25.513

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

25.514

A teacher may be assigned, with his/her consent, noon supervision or breakfast or hall duty. Such assignment shall be paid for at the rate listed in Appendix "B."

25.515

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

Seniority or length of service is a recognized criteria in the assignment and scheduling of teachers, provided that the teachers in the Department involved are assigned classes for which they are certified and qualified to teach, are not being asked to teach more than three prepa-

rations because of the senior teacher's selection of courses, class scheduling problems are met, no teacher is asked to take an unusual lunch period, and class schedule leveling considerations are met. Furthermore, teachers will not be required to teach more than fifty percent (50%) lower level classes unless they so chose.

25.522

To accomplish departmentalization in grade seven (7) and eight (8) when a vacancy occurs in these grades, the Principal, with the consent of the teacher, shall adjust assignments in keeping with Article 25.521 before posting a vacancy.

25.523

In order to implement the intermediate school program, other functional assignments are necessary and these shall be made with mutual consent.

25.524

Intermediate teachers shall be assigned a daily conference period.

25.525

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

INTERMEDIATE WORK DAY ILLUSTRATIVE MODEL (1997-98)	
7:35 a.m. - 7:50 a.m.	Teacher on Duty
7:50 a.m. - 8:40 a.m.*	Teacher Instruction Minutes (1st Hr.)
8:40 a.m. - 9:30 a.m.*	Teacher Instruction Minutes (2nd Hr.)
9:30 a.m. - 10:20 a.m.*	Conference Period (3rd Hr.)
10:20 a.m. - 11:10 a.m.*	Teacher Instruction Minutes (4th Hr.)
11:10 a.m. - 11:40 a.m.*	Duty Free Lunch Hour
11:40 a.m. - 12:30 p.m.*	Teacher Instruction Minutes (5th Hr.)
12:30 p.m. - 1:20 p.m.*	Teacher Instruction Minutes (6th Hr.)
1:20 p.m. - 2:10 p.m.*	Teacher Instruction Minutes (7th Hr.)
2:10 p.m. - 2:25 p.m.	Teacher on Duty

* Includes five (5) minute passing time.

**INTERMEDIATE WORK DAY
ILLUSTRATIVE MODEL
(1998-99)**

7:35 a.m. - 7:50 a.m.	Teacher on Duty
7:50 a.m. - 8:40 a.m.*	Teacher Instruction Minutes (1st Hr.)
8:40 a.m. - 9:30 a.m.*	Teacher Instruction Minutes (2nd Hr.)
9:30 a.m. - 10:20 a.m.*	Conference Period (3rd Hr.)
10:20 a.m. - 11:10 a.m.*	Teacher Instruction Minutes (4th Hr.)
11:10 a.m. - 11:40 a.m.*	Duty Free Lunch Hour
11:40 a.m. - 12:30 p.m.*	Teacher Instruction Minutes (5th Hr.)
12:30 p.m. - 1:20 p.m.*	Teacher Instruction Minutes (6th Hr.)
1:20 p.m. - 2:10 p.m.*	Teacher Instruction Minutes (7th Hr.)
2:10 p.m. - 2:25 p.m.	Teacher on Duty

* Includes five (5) minute passing time.

**INTERMEDIATE WORK DAY
ILLUSTRATIVE MODEL
(1999-2000)**

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

* Includes five (5) minute passing time.

*NOTE— In the event the School Code Act or State Aid Act does not require the additional hours of instruction, teacher instructional minutes shall be reduced by sixteen (16) minutes and the duty time increased by sixteen (16) minutes.

25.600 Elementary Schools (K-5)

25.610

Total daily instructional assignments for teachers, exclusive of conference and lunch periods, shall not exceed three hundred twelve (312) minutes per day during the 1997-98 School Year, three hundred four-

teen (314) minutes per day during the 1998-99 School Year, and three hundred sixteen (316) minutes per day during the 1999-2000 School Year.

25.611

Teachers shall not be required to be on duty more than twenty (20) minutes in the morning and thirteen (13) minutes after their last class during the 1997-98 School Year; twenty (20) minutes in the morning and eleven (11) minutes after their last class during the 1998-99 School Year; and more than nine (9) minutes in the morning and five (5) minutes after their last class during the 1999-2000 School Year. However, teachers shall be allowed to work in their rooms without interruption for at least thirty (30) minutes at the close of their last class. This is in addition to assigned conference periods called for by Article 25.614.

25.612

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

25.613

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

25.614

Elementary teachers shall be assigned a daily conference period not to exceed thirty (30) minutes in length. Each teacher shall be assigned a daily conference period, thirty (30) minutes in length during the 1997-98 and 1998-99 School Years, and forty-five (45) minutes in length during the 1999-2000 School Year, in between the instructional start and ending times of the day. Special area teachers shall be scheduled to provide instruction during these assigned conference periods.

25.615

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

25.616

Special areas including but not exclusive to teachers of music, physical education, art, foreign language, librarians, speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the District.

25.700

All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least forty-five (45) minutes during the 1997-98 and 1998-99 School Years, and thirty-five (35) minutes during the 1999-2000 School Year. Lay supervisors shall be provided to supervise the lunch hour. Teachers may elect noon or breakfast supervision at the rate indicated in Appendix "B."

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 (1997-98)	
8:35 a.m. - 8:55 a.m.	Teacher on Duty
8:55 a.m. - 12:00 noon	Teacher Instruction Minutes
12:00 noon - 12:45 p.m.	Duty Free Lunch Hour
12:45 p.m. - 2:30 p.m.	Teacher Instructional Minutes
2:30 p.m. - 3:00 p.m.	Duty Free Conference Period
3:00 p.m. - 3:22 p.m.	Teacher Instruction Minutes
3:22 p.m. - 3:35 p.m.	Teacher on Duty

* NOTE - The starting times for Kindergarten classes shall be five (5) minutes prior to the starting time for a.m.. In the event the School Code Act or State Aid Act does not require the additional hours of instruction, teacher instructional minutes shall be reduced by twelve (12) minutes and the duty times increased by twelve (12) minutes.

ELEMENTARY SCHOOL -- (K-5) ILLUSTRATIVE MODEL (1998-99)	
8:35 a.m. - 8:55 a.m.	Teacher on Duty
8:55 a.m. - 12:00 noon	Teacher Instruction Minutes
12:00 noon - 12:45 p.m.	Duty Free Lunch Hour
12:45 p.m. - 2:30 p.m.	Teacher Instructional Minutes
2:30 p.m. - 3:00 p.m.	Duty Free Conference Period
3:00 p.m. - 3:24 p.m.	Teacher Instruction Minutes
3:24 p.m. - 3:35 p.m.	Teacher on Duty

* NOTE - In the event the School Code Act or State Aid Act does not require the additional hours of instruction, teacher instructional minutes shall be reduced by fourteen (14) minutes and the duty times increased by fourteen (14) minutes.

**ELEMENTARY SCHOOL -- (K-5)
ILLUSTRATIVE MODEL (1999-2000)**

8:41 a.m. - 8:50 a.m.	Teacher on Duty
8:50 a.m. - 12:00 noon	Teacher Instruction Minutes
12:00 noon - 12:35 p.m.	Duty Free Lunch Hour
12:35 p.m. - 2:15 p.m.	Teacher Instructional Minutes
2:15 p.m. - 3:00 p.m.	Duty Free Conference Period
3:00 p.m. - 3:26 p.m.	Teacher Instruction Minutes
3:26 p.m. - 3:31 p.m.	Teacher on Duty

* NOTE - In the event the School Code Act or State Aid Act does not require the additional hours of instruction, teacher instructional minutes shall reduced by sixteen (16) minutes and the duty times increased by sixteen (16) minutes.

25.900 Summer School

25.910

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

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

25.911

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

25.912

In filling such positions, consideration will be given a teacher's area of

competence, major and/or minor field of study, quality of teaching performance, and previous regular and summer school teaching experience.

It is agreed by Administration that in filling future summer school vacancies, Bay City Education Association qualified applicants whose summer school teaching experiences, if satisfactory, in a specific program, which has not been interrupted will be given assignment, schedule, and number of hours preference over BCEA qualified applicants who have never participated in a specific summer program or whose summer school teaching experience is less, regardless of districtwide seniority. However, in no event, will the exercising of seniority cause the elimination of sections after the Administration has made every effort to hire both bargaining unit members and guest teachers to fill all positions.

Once a teacher has been employed in a specific summer school program, as a rule their employment continues from summer to summer. However, this might not be the case for the following reasons:

Reduction of teaching personnel in a specific program; unsatisfactory performance; total elimination of the program; not qualified because of some certification change, etc.

Once a teacher, who has served in one of our specific summer programs, elects not to teach in this specific program for a particular summer and wants to return to this specific program the following year or in years to come.... he/she must apply and then will be given due consideration along with other applicants. However, if a teacher applies for and is granted a leave of absence, as provided in the Master Agreement, his/her continuity of employment shall not be broken. Such original leave and any subsequent renewals shall be granted at the discretion, when applicable, of the Director of Human Resources. Seniority shall accumulate during such leaves if provided in the Master Agreement. If seniority does not accumulate, such teacher shall continue to enjoy his/her accumulated seniority at the time the leave was granted.

Seniority for specific summer programs shall be based on the number of summers employed.

25.913

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

25.914

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

25.915

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

25.916

If two or more applicants are equal in every respect for a specific position, and if one of the applicants is an Association Representative, he/she shall be given preference.

26.000 PROFESSIONAL COMPENSATION

26.100

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

26.200

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

26.300

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 Skill Center and its constituent Districts.

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

The school calendar as it relates to teacher duty shall be one-hun-

dred ninety (190) days. Said one-hundred ninety (190) school calendar days shall include the following legal holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day.

26.310

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

26.400

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

26.405

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

26.406

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

26.410

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

26.500

Any assignment, duty or responsibility within the scope of this Agree-

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

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

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

26.520

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

1. Unless both the teacher and the BCEA agree, the placing of all students in one other classroom will not occur.
2. When the students in need of a substitute are placed in multiple classrooms, the building administrator will make reasonable effort to

ensure the number of students placed in other classrooms shall be as equal as possible.

3. The prevailing Appendix "B", 1.200 Hourly Substitute rate shall be multiplied by the number of hours and any fraction thereof that the students were placed in the other classrooms. The resulting amount shall be divided equally, rounded up to the next whole cent, among the teachers who were assigned the students of the absent teacher.

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

26.600

A teacher may select one of the following three pay plans:

(1) Twenty-one equal bi-weekly pay periods.

(2) Twenty-six equal bi-weekly pay periods.

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

26.620

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

26.630

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

26.700

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

26.800

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

26.900 Retirement Benefits

He/she shall notify the Director of Human Resources of an intent to take an early retirement by May 1 prior to the close of the school year

or December 1 prior to the second semester of such early retirement.

A teacher who has at least fifteen (15) years of Bay City Public Schools service and who retires under the Michigan Public School Employees Retirement System (MPSERS) shall receive a retirement benefit in accordance with the following terms and conditions:

26.910

To receive the full retirement benefit that the teacher qualifies for, the teacher shall retire prior to the beginning of the next school year after the date the teacher became eligible to retire under MPSERS. However, for purposes of the retirement benefit contained in this Article, years of teaching service credit shall mean thirty (30) years of actual Michigan teaching service credit, including out of state purchased service credit if any, but excludes non-teaching purchased service credit such as, but not limited to, universal (generic), military, child rearing, Peace Corps, or VISTA. Such non-teaching purchased service credit, however, may be used by a teacher with less than thirty (30) years of actual Michigan and/or out of state purchased service credit to meet or exceed the MPSERS retirement requirements without reducing the teacher's early retirement benefits provided in this Article. In addition, for a teacher in the MPSERS Member Investment Plan (MIP) the reduction in Articles 26.941, 26.942, 26.943 or 26.944 shall become initially effective only after the teacher is age 55 with thirty (30) years of actual Michigan teaching service credit, including out of state purchased service credit if any.

A teacher who is able to retire under any other MPSERS provision such as but not limited to disability retirement or who has at least ten (10) years of service and is age 60 is a teacher who meets the requirements to be eligible for retirement.

However, for purposes of the retirement benefit contained in this article, a teacher who is eligible to retire under MPSERS after age 55 but before age 60 and who has less than 30.0 years of credit service and with credit service in each of the 5 school fiscal years immediately preceding the retirement allowance effective date shall not suffer the reduction in articles 26.941, 26.942, 26.943 or 26.944. Such reductions shall be initially effective if the teacher does not retire prior to the beginning of the school year after the teacher becomes age 60. Such teacher will be a teacher who meets the requirement to be eligible for retirement when the teacher is age 60.

26.920

A teacher who retires prior to the beginning of the next school year after the date the teacher became eligible for retirement and:

26.921

who has averaged four (4) or less personal sick day usage per school year shall receive forty-eight thousand dollars (\$48,000.00).

26.922

who has averaged more than four (4) but six (6) or less personal sick day usage per school year shall receive forty-four thousand dollars (\$44,000.00).

26.923

who has averaged more than six (6) but eight (8) or less personal sick day usage per school year shall receive thirty-eight thousand dollars (\$38,000.00).

26.924

who has averaged more than eight (8) personal sick day usage per school year shall receive twenty-eight thousand dollars (\$28,000.00).

26.930

Personal sick day usage prior to the 1974-75 school year shall not be included in averaging a teacher's personal sick day usage per school year.

26.931

Personal sick day usage caused by long term, catastrophic illness, injury or incapacitation, as verified by doctor's statement, shall not be included in calculating the above personal sick day usage averages.

26.940

26.941

The retirement benefit in Article 26.920 for any teacher whose effective retirement date is after the beginning of the next school year following the date the teacher became eligible for retirement but before the beginning of the second school year shall be reduced by five thousand dollars (\$5,000.00).

For example:

- \$48,000.00 - \$5,000.00 = \$43,000.00 retirement benefit
- \$44,000.00 - \$5,000.00 = \$39,000.00 retirement benefit
- \$38,000.00 - \$5,000.00 = \$33,000.00 retirement benefit
- \$28,000.00 - \$5,000.00 = \$23,000.00 retirement benefit

26.942

For a teacher whose effective retirement date is after the beginning of the second school year following the date the teacher became eligible for retirement but before the beginning of the third school year, the retirement benefit will be reduced by ten thousand dollars (\$10,000.00).

For example:

- \$48,000.00 - \$10,000.00 = \$38,000.00 retirement benefit
- \$44,000.00 - \$10,000.00 = \$34,000.00 retirement benefit
- \$38,000.00 - \$10,000.00 = \$28,000.00 retirement benefit
- \$28,000.00 - \$10,000.00 = \$18,000.00 retirement benefit

26.943

For a teacher whose effective retirement date is after the beginning of the third school year following the date the teacher became eligible for retirement but before the beginning of the fourth school year, the retirement benefit shall be reduced by twenty thousand dollars (\$20,000.00).

For example:

\$48,000.00 - \$20,000.00 = \$28,000.00 retirement benefit

\$44,000.00 - \$20,000.00 = \$24,000.00 retirement benefit

\$38,000.00 - \$20,000.00 = \$18,000.00 retirement benefit

\$28,000.00 - \$20,000.00 = \$8,000.00 retirement benefit

26.944

For a teacher whose effective retirement date is after the beginning of the fourth school year following the date the teacher became eligible for retirement, the retirement benefit shall be reduced by thirty thousand dollars (\$30,000.00).

For example:

\$48,000.00 - \$30,000.00 = \$18,000.00 retirement benefit

\$44,000.00 - \$30,000.00 = \$14,000.00 retirement benefit

\$38,000.00 - \$30,000.00 = \$8,000.00 retirement benefit

26.945

For a teacher whose effective retirement date is after the beginning of the fifth school year following the date the teacher became eligible for retirement, the retirement benefit shall be reduced by forty thousand dollars (\$40,000.00).

For example:

\$48,000.00 - \$40,000.00 = \$8,000.00 retirement benefit

\$44,000.00 - \$40,000.00 = \$4,000.00 retirement benefit

26.950

The retired teacher shall receive the amount in equal bi-monthly installments over a ten year (10) period. The equal bi-monthly installments shall be remitted to the retired teacher on the off-pay Friday, beginning with the first off-pay Friday of the next school year or if the teacher's retirement is effective during a school year, the first off-pay Friday following the first full month after the effective date of retirement.

The ten year equal bi-monthly installments may be modified to less than a ten (10) year period at the discretion of the administration. The decision of the administration shall be final and shall not be subject to the grievance procedure.

26.951

In the event a retired teacher dies prior to receiving all the installments, the retired teacher's beneficiary(ies) shall receive the remaining in-

stallments. Upon retiring, the teacher shall submit the name(s) of the beneficiary(ies) in writing to the personnel office.

26.960

To implement this early retirement benefit, teachers who became eligible to retire prior to the 1994-95 school year and who retire prior to the beginning of the 1995-96 school year shall suffer no reductions in their retirement benefits. However, if they do not retire prior to the beginning of the 1995-96 school year, the reductions in articles 26.941, 26.942, 26.943, and 26.944 shall be fully applicable as follows:

<u>School Year teacher became eligible to retire</u>	<u>Teacher retires prior to school year:</u>	<u>Retirement benefit reduced by:</u>
Prior to and during 1990-91	1995-96	\$0.00
	1996-97 or thereafter	\$35,000.00
1991-92	1995-96	\$0.00
	1996-97 or thereafter	\$35,000.00
1992-93	1995-96	\$0.00
	1996-97	\$30,000.00
	1997-98 or thereafter	\$35,000.00
1993-94	1995-96	\$0.00
	1996-97	\$20,000.00
	1997-98	\$30,000.00
	1998-99 or thereafter	\$35,000.00

26.961

For teachers who become eligible to retire after the 1994-95, 1995-96, and 1996-97 school years, reductions in articles 26.941, 26.942, 26.943, 26.944, and 26.945 shall be fully applicable as follows:

<u>School Year teacher became eligible to retire</u>	<u>Teacher retires prior to school year:</u>	<u>Retirement benefit reduced by:</u>
1994-95	1997-98	\$20,000.00
	1998-99	\$30,000.00
	1999-2000 or thereafter	\$35,000.00
1995-96	1997-98	\$10,000.00
	1998-99	\$20,000.00
	1999-2000	\$30,000.00
	2000-2001 or thereafter	\$35,000.00
1996-97	1997-98	\$0.00
	1998-99	\$5,000.00
	1999-2000	\$10,000.00
	2000-2001	\$20,000.00
	2001-2002	\$30,000.00
	2002-2003 or thereafter	\$40,000.00

27.000 TEACHING CONDITIONS

27.100

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

27.200 Class size

27.210

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

27.220 Elementary Class Size

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

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

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

The School Board will give the Association its class size data as projected for the fall no later than two (2) weeks prior to the opening of school. Final results of the class size and assignments shall be made

available to the Association by the end of the fifth week of school. The students enrolled after the first full week of school shall be assigned classes to conform to the class size ratios herein established as far as possible.

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

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

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

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

27.230 Intermediate Class Size

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

The School Board will give the Association its class size data as projected for the fall no later than two (2) weeks prior to the opening of

school. Final results of the class size and assignments shall be made available to the Association by the end of the fifth week of school. The students enrolled after the first full week of school shall be assigned classes to conform to the class size ratios herein established as far as possible.

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

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

27.240

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

- 1982-83 391.9 positions
- 1983-84 363.9 positions
- 1984-85 342.9 positions

27.241

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

27.300 Materials and Facilities

27.310

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

27.320

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

27.330

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

27.340

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

27.350

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

(1) Establishing policies and procedures for the evaluation, selection and distribution of needed equipment and materials.

(2) Assessing the effectiveness of policies and practices in providing needed materials and equipment.

(3) Acting as a deliberative group to which problems can be directed.

27.400 Non-Discrimination and Professional Assistance

27.410

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

27.420

The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex 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, sex, color or national origin 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 cleri-

cal employees are useful and necessary in order to implement this principle.

27.440

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

27.450

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

27.460

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

27.470

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

27.480

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

27.500 Volunteers

Volunteers and other school employees shall not perform Association bargaining unit member job duties and responsibilities, except in cases of extreme emergencies. Non-bargaining unit members may be hired for Appendix "B" positions under the provisions of Appendix "B."

A volunteer is never considered a substitute for a member of the school staff and is never expected to perform professional duties.

A school volunteer does not:

- 1) Diagnose or prescribe instructional materials or programs.
- 2) Present or select appropriate materials including purchasing of books or other materials with school funds unless done under the supervision of principal and/or teachers.

- 3) Counsel students
- 4) Evaluate student progress
- 5) Give any medication

The teacher and/or principal are the professionals who plan instruction and are responsible for what happens in the building. The volunteer works under the direction and supervision of the Professional, providing supplemental, supportive services.

Athletic and intramural volunteers may be utilized, provided that a paid coach is assigned to the team or intramural program for which the volunteer is coaching.

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

27.700 GRADE CHANGE PROCEDURE

27.710

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

27.711

If the teacher does not agree to the grade change request, the principal may appeal the grade to a panel. The Principal shall in writing submit the grade change request, the reasons and the name of his/her selected principal/assistant principal panel member to the director of pupil services within fourteen (14) calendar days after the request was submitted to the teacher. The Director of Pupil 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 Pupil 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 Pupil 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 Pupil Services.

The Director of Pupil 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 agree 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 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 panels 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.

28.000 CURRICULUM STEERING COMMITTEE

28.100

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

The purpose of the Curriculum Steering Committee is to:

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

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

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

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

The Association's representatives shall be as follows:

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

The Administration's representatives shall be as follows:

- Three Administrators from the Curriculum Department
- Four Building Administrators (One Elementary, one Intermediate, one High School, and one Adult Education)
- One Administrator from Compensatory Education
- One Administrator from Special Education
- One Administrator from Alternative Education
- The Director of Human Resources or designee

29.000 SPECIAL AREA TEACHERS

29.100

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

29.200

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

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

29.300

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

29.400

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

30.000 HIGH SCHOOL DEPARTMENT LIAISON PERSONS

30.100

Every teacher shall be assigned to a department, the definition of which

is to be "a grouping of teachers teaching in the same or similar subject matter or curricular/instructional area."

30.200

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

English	Student Services	Social Studies
Business	Science	Vocational
Math	Physical Education	Home Economics
Fine Arts (Including Art, Music, and Language)		

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

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

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

30.210

Each department 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 \$847.66 (1997-98) and \$872.24 (1998-99) and \$896.66 (1999-2000) per semester, except the representative from the Home Economics department who shall receive \$847.66 (1997-98) and \$872.24 (1998-99) and \$896.66 (1999-2000) annually.

30.240

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

31.000 EXCEPTIONAL PERFORMANCE & MERITORIOUS SERVICE

31.100

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

32.000 IN-SERVICE MEETING

32.100

The Board agrees to hold no fewer than three (3) meetings per school year for the purpose of providing in-service and staff development activities.

In order to (1) provide direct and continuous staff involvement in identifying needs to be met by staff development activities and in designing such activities, and (2) to maintain maximum flexibility to design staff development activities around needs and concerns which are likely to vary during the life of this contract, responsibility for planning and evaluating such activities rests with a standing committee (in-service and staff development) of the Curriculum Steering Committee.

32.200

The aforementioned meetings shall be contract days and shall run from 8:30 a.m. to 3:15 p.m. including a lunch period not to exceed ninety (90) minutes.

32.300

Teacher shall be in attendance at such meetings.

33.000 GUIDANCE & COUNSELING

33.100

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.

33.200

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

33.300

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

33.400

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

33.500

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

33.600

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

33.700

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.

33.800

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.

33.900

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

33.1000

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

34.000 TUTOR**34.100**

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.

34.200

Teachers shall not tutor students in their own classes.

35.000 INSURANCE PROTECTION

35.100

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers in the bargaining unit the following insurance protection without cost to the teacher:

35.200

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.

35.300

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

35.400

The Board shall provide complete health care protection for a full twelve month period through either MESSA Super Care 1 (One) insurance protection without cost to the teacher.

35.500

Subject to the provisions hereinafter contained in this Article, dental insurance for a full twelve month period through MESSA Dental Insurance Program, Plan E (80/80) and Rider 007 (80/\$1,300), without cost to the teacher. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA dental program Plan E (80/80) and Rider 007 (80/\$1,300) and, without premium cost to the teacher. There shall be no interruptions in benefit coverages, etc. because of a change to self insurance.

35.600

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

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

35.700

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

35.800

The Board shall provide long term disability insurance. Benefits shall be paid at 50% of salary up to a monthly maximum of \$1,000 and shall begin after the expiration of the greater of (1) the teacher's accumulated sick leave plus one hundred eighty (180) Sick Leave Bank benefits or (2) one hundred eighty (180) school calendar days. Pre-existing conditions will be waived if possible according to underwriting requirements. Benefits are payable up to age 70.

Educational supplement, Social Security freeze, alcoholism/drug abuse waiver shall be included. Mental/nervous disorders have a maximum of two (2) years benefits pay out and cost of living adjustment benefits are not included. There shall be no interruption in benefit coverage for any employee.

Employees may purchase benefit coverage up to a maximum of \$3,000 per month at a rate of nineteen cents (\$0.19) per one hundred dollars (\$100.00) of coverage per month.

35.900

For the teacher only the Board shall provide vision care for a full twelve month period through MESSA VSP 3, without cost to the teacher. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA VSP 3, without cost to the teacher.

36.000 CONTINUITY OF OPERATION**36.100**

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).

36.200 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 1997-98, 1998-99 and 1999-2000 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 1997-98, 1998-99 and 1999-2000 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.

36.300

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.

36.400

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.

36.500

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.

37.000 MISCELLANEOUS

37.100

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.

37.110

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.

37.200

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

37.300

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.

37.301

Any substitute teacher teaching in the same position for fifty (50) or more consecutive duty days will be placed on a "Letter of Intent" and paid the appropriate salary schedule step giving credit for prior teaching experience. Such pay would be retroactive to the date of the start of such assignment. If it is known that a teacher would be on such assignment for fifty (50) or more days, a "Letter of Intent" will be issued appropriately at the outset. All fringes and other provisions included in the Master Agreement will apply when such substitute teacher is eligible for a "Letter of Intent."

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

37.302

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

37.303

Any probationary substitute teacher, under a "Letter of Intent" contract, whose performance has been satisfactory, will be offered inter-

views 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.

37.304

Substitutes who have been employed as "Letter of Intent" substitute teachers, according to their "seniority," will be given priority for longterm substitute positions after these positions have been offered to laid-off BCEA members.

37.305

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.

37.400

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.

37.500

Three and one-half by seven (3.5 x 7.0) inch copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

37.600

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.

37.700

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

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

37.800

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

37.810

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.

37.815 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.

38.000 ADULT EDUCATION PROGRAM

38.100

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 nondiscrimination 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.

38.200

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

38.300

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.

38.400

During the registration period the semester class schedule shall not list the names of the teachers. The most senior adult education teacher shall select the assignments first and the other adult education teachers shall then select their assignments in order of their seniority and qualifications.

When additional classes are placed on the schedule of classes, the most senior qualified teacher will be offered the assignment.

Within five (5) days after the start of the first class session, the Director shall make the final determination of which classes will be offered and which courses will be dropped. In order of their seniority adult education teachers, whose classes are dropped, may bump the least senior adult education teachers' assignments offered at the same times of the dropped classes, if qualified.

38.410

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

38.420

Adult Education Teachers shall have a major or minor qualification for any assignment.

38.500

If a reduction of staff in the program becomes necessary, the teachers with the least seniority in the program shall be laid off first. When there is an increase in teaching positions following such a lay-off or positions become available through natural attrition, the teacher with the most seniority in the program shall be the first to be recalled. Such recalled employee must have the necessary certification and qualification(s) for the position to which he/she is recalled.

38.600

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.

38.700

Assignments in the evening adult education program shall be offered first to K-12 teachers who taught in the program prior to the 1989-90 school year in accordance with their seniority in the program, second to adult education teachers according to their seniority in the program (including those adult education teachers who are teaching less than

full time in a K-12 program in any school district but excluding those adult education teachers who are teaching full time in another school district), and third to K-12 teachers in accordance with their district-wide seniority and adult education teachers who are teaching full time in another school district's K-12 program. K-12 teachers shall not be bumped from their assignments.

38.800

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

	<u>1997-98</u>		<u>1998-99</u>		<u>1999-2000</u>	
	BA	MA	BA	MA	BA	MA
Step 1	\$21.40	\$21.72	\$22.02	\$22.35	\$22.64	\$22.98
Step 2	21.95	22.28	22.59	22.93	23.22	23.57
Step 3	22.29	23.50	22.94	24.18	23.58	24.86
Step 4	24.46	24.77	25.17	25.49	25.87	26.20
Step 5	25.83	26.16	26.58	26.92	27.32	27.67

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

38.810

The adult education calendar shall include the following paid days based on three (3) hours per day.

- Pre-school inservice (one per semester)

38.820

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

38.900

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.

38.910

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.

38.920

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

38.930

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.

38.950

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.

38.1000

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

38.1100

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".

38.1200

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

1) The position is an interview position and the filling of the position shall be in accordance with Article 6.400,

2) Seniority shall accumulate at thirteen (13) class assignments per semester,

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

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

APPENDIX "A" SALARY SCHEDULES

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

A. Whenever possible, the BAY CITY PUBLIC SCHOOLS shall hire fully certified/endorsed teachers for the instruction of students, non-degree vocationally certified teachers or non-certified, non-endorsed degreed teachers may be hired after the BAY CITY PUBLIC SCHOOLS has made reasonable but unsuccessful efforts to hire fully certified/endorsed teachers.

B. The salary for non-degree vocationally certified and non-certified, non-endorsed teachers shall be seventy-five percent (75%) of the respective experience step of AB degree.

C. No Industrial or non-teaching experience shall be allowed on the above schedule.

D. Teachers covered under this Article are to earn six (6) semester hours of college credit annually toward a degree and certification program to keep their contract in force.

SALARY SCHEDULE 1997-98

Step	Non-degree		AB Degree		AB + 30 Degree		MA Degree		MA + 30 Degree	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	0.75398	\$21,321	1.00000	\$28,278	1.05000	\$29,692	1.11818	\$31,620	1.16834	\$33,038
2	0.78532	\$22,207	1.05909	\$29,949	1.10910	\$31,363	1.18017	\$33,373	1.23024	\$34,789
3	0.81666	\$23,094	1.11818	\$31,620	1.16834	\$33,038	1.24215	\$35,126	1.29223	\$36,542
4	0.84790	\$23,977	1.17727	\$33,291	1.22739	\$34,708	1.30413	\$36,878	1.35422	\$38,295
5	0.87924	\$24,863	1.23636	\$34,962	1.28645	\$36,378	1.36612	\$38,631	1.41621	\$40,048
6	0.91057	\$25,749	1.29545	\$36,633	1.34550	\$38,048	1.42810	\$40,384	1.47820	\$41,801
7	0.94181	\$26,633	1.35455	\$38,304	1.40465	\$39,721	1.49009	\$42,137	1.54010	\$43,551
8	0.97315	\$27,519	1.41364	\$39,975	1.46370	\$41,391	1.55207	\$43,889	1.60218	\$45,306
9	1.00449	\$28,405	1.47273	\$41,646	1.52284	\$43,063	1.61405	\$45,642	1.66417	\$47,059
10	1.03573	\$29,288	1.53182	\$43,317	1.58199	\$44,736	1.67603	\$47,395	1.72616	\$48,812
11	1.06707	\$30,175	1.59091	\$44,988	1.64104	\$46,405	1.73802	\$49,148	1.78815	\$50,365
12	1.09831	\$31,058	1.65000	\$46,659	1.70000	\$48,073	1.80000	\$50,900	1.85014	\$52,318
13	1.12899	\$31,926	1.68951	\$47,776	1.73953	\$49,190	1.87625	\$53,057	1.92634	\$54,473

These salary figures reflect a 3.0% (three percent) increase over the 1996-97 school year salary schedule figures.

*Note - The first current improvement shall be 5% (five percent) of the base salary (BA Step 1) of the Salary Schedule, Appendix "A" (17th year = \$1,414).

The second current improvement shall be 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (22nd year: AB = \$2,389, AB + 30 = \$2,460, MA = \$2,653, MA + 30 = \$2,724).

The third current improvement shall be an additional 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" 27th year: AB = \$2,389, AB + 30 = \$2,460, MA = \$2,653, MA + 30 = \$2,724).

**Note - Non-degree driver education teachers shall be paid as follows: When assigned to duties other than driver education, they shall receive \$16.71 per hour; when assigned driver education duties, they shall be paid the rate of \$17.87 per hour.

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

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

**APPENDIX "A"
SALARY SCHEDULE 1998-99**

Step	Non-degree		AB Degree		AB + 30 Degree		MA Degree		MA + 30 Degree	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	0.75398	\$21,939	1.00000	\$29,098	1.05000	\$30,553	1.11818	\$32,537	1.16834	\$33,996
2	0.78532	\$22,851	1.05909	\$30,817	1.10910	\$32,273	1.18017	\$34,341	1.23024	\$35,798
3	0.81666	\$23,763	1.11818	\$32,537	1.16834	\$33,996	1.24215	\$36,144	1.29223	\$37,601
4	0.84790	\$24,672	1.17727	\$34,256	1.22739	\$35,715	1.30413	\$37,948	1.35422	\$39,405
5	0.87924	\$25,584	1.23636	\$35,976	1.28645	\$37,433	1.36612	\$39,751	1.41621	\$41,209
6	0.91057	\$26,496	1.29545	\$37,695	1.34550	\$39,151	1.42810	\$41,555	1.47820	\$43,013
7	0.94181	\$27,405	1.35455	\$39,415	1.40465	\$40,873	1.49009	\$43,359	1.54010	\$44,814
8	0.97315	\$28,317	1.41364	\$41,134	1.46370	\$42,591	1.55207	\$45,162	1.60218	\$46,620
9	1.00449	\$29,229	1.47273	\$42,853	1.52284	\$44,312	1.61405	\$46,966	1.66417	\$48,424
10	1.03573	\$30,138	1.53182	\$44,573	1.58199	\$46,033	1.67603	\$48,769	1.72616	\$50,228
11	1.06707	\$31,050	1.59091	\$46,292	1.64104	\$47,751	1.73802	\$50,573	1.78815	\$52,032
12	1.09831	\$31,959	1.65000	\$48,012	1.70000	\$49,467	1.80000	\$52,376	1.85014	\$53,835
13	1.12899	\$32,851	1.68951	\$49,161	1.73953	\$50,617	1.87625	\$54,595	1.92634	\$56,053

These salary figures reflect a 2.9% (two and nine-tenths percent) increase over the 1997-98 school year salary schedule figures.

*Note - The first current improvement shall be 5% (five percent) of the base salary (BA Step 1) of the Salary Schedule, Appendix "A" (17th year = \$1,455).

The second current improvement shall be 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (22nd year: AB = \$2,458, AB + 30 = \$2,531, MA = \$2,730, MA + 30 = \$2,803).

The third current improvement shall be an additional 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" 27th year: AB = \$2,458, AB + 30 = \$2,531, MA = \$2,730, MA + 30 = \$2,803).

**Note - Non-degree driver education teachers shall be paid as follows: When assigned to duties other than driver education, they shall receive \$17.19 per hour; when assigned driver education duties, they shall be paid the rate of \$18.39 per hour.

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

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

**APPENDIX "A"
SALARY SCHEDULE 1999-2000**

Step	Non-degree		AB Degree		AB + 30 Degree		MA Degree		MA + 30 Degree	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	0.75398	\$22,554	1.00000	\$29,913	1.05000	\$31,409	1.11818	\$33,448	1.16834	\$34,949
2	0.78552	\$23,491	1.05909	\$31,681	1.10910	\$33,177	1.18017	\$35,302	1.22024	\$36,800
3	0.81666	\$24,429	1.11818	\$33,448	1.16834	\$34,949	1.24215	\$37,156	1.29223	\$38,654
4	0.84790	\$25,363	1.17727	\$35,216	1.22739	\$36,715	1.30413	\$39,010	1.35422	\$40,509
5	0.87924	\$26,301	1.23636	\$36,983	1.28645	\$38,482	1.36612	\$40,865	1.41621	\$42,363
6	0.91057	\$27,238	1.29545	\$38,751	1.34550	\$40,248	1.42810	\$42,719	1.47820	\$44,217
7	0.94181	\$28,172	1.35455	\$40,519	1.40465	\$42,017	1.49009	\$44,573	1.54010	\$46,069
8	0.97315	\$29,110	1.41364	\$42,286	1.46370	\$43,784	1.55207	\$46,427	1.60218	\$47,926
9	1.00449	\$30,047	1.47273	\$44,054	1.52284	\$45,553	1.61405	\$48,281	1.66417	\$49,780
10	1.03573	\$30,982	1.53182	\$45,821	1.58199	\$47,322	1.67603	\$50,135	1.72616	\$51,635
11	1.06706	\$31,919	1.59091	\$47,589	1.64104	\$49,088	1.73802	\$51,989	1.78815	\$53,489
12	1.09831	\$32,854	1.65000	\$49,356	1.70000	\$50,852	1.80000	\$53,843	1.85014	\$55,343
13	1.12899	\$33,771	1.68951	\$50,538	1.73953	\$52,035	1.87625	\$56,124	1.92634	\$57,623

These salary figures reflect a 2.8% (two and eight-tenths percent) increase over the 1998-99 school year salary schedule figures.

*Note - The first current improvement shall be 5% (five percent) of the base salary (BA Step 1) of the Salary Schedule, Appendix "A" (17th year = \$1,496).

30 = \$2,602, MA = \$2,806, MA + 30 = \$2,881).

The second current improvement shall be 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (22nd year: AB = \$2,527, AB + 30 = \$2,602, MA = \$2,806, MA + 30 = \$2,881).

The third current improvement shall be an additional 5% (five percent) of the teacher's base salary (Degree and Step) of the Salary Schedule, Appendix "A" (27th year: AB = \$2,527, AB + 30 = \$2,602, MA = \$2,806, MA + 30 = \$2,881).

**Note - Non-degree driver education teachers shall be paid as follows: When assigned to duties other than driver education, they shall receive \$17.67 per hour; when assigned driver education duties, they shall be paid the rate of \$18.90 per hour.

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

APPENDIX "B" STIPENDS

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

(1) Annual stipends may be paid once a year at the completion of assignment; or twice a year, at the end of the first semester one-half (1/2) salary will be paid with the balance to be paid at the completion of the assignment; or quarterly, one quarter (1/4) of the salary to be paid at the end of each marking period, or bi-weekly on the regular payroll.

(2) Semester stipends may be paid once a semester at the completion of assignment; or twice a semester; with the first payment at the end of the marking period and balance to be paid at the completion of assignment.

(3) Seasonal stipends may be paid twice per season; first payment at mid-season with balance to be paid on completion of season; or once a season at the completion of assignment.

(4) Hourly stipends may be paid at the completion of assignment, or bi-weekly on the regular payroll.

(5) Special event stipends will be paid at the completion of the event.

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

The stipend amounts listed represent a 2.0% (two percent) increase over the 1996-97 school year stipends, a 2.0% (two percent) increase over the 1997-98 school year stipends, and a 2.0% (two percent) increase over the 1998-99 school year stipends.

	1997-98	1998-99	1999-2000
1.000 Teaching Assignments			
1.100 Professional work beyond school year – 2.63% per week (Salary)			
1.110 Professional Development Presenter	\$22.70	\$23.15	\$23.61
1.200 Hourly Substitute/Curriculum Assistants	\$21.90	\$22.34	\$22.78
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

	1997-98	1998-99	1999-2000
1.500 F.M. Operator	\$21.90	\$22.34	\$22.78

The 1.600, 1.610 and 1.620 Traveling Teacher stipends below shall be prorated as follows for traveling teachers whose scheduled assignments do not require them to travel daily.

Travels normally:	
One day a week	20%
Two days a week	40%
Three days a week	60%
Four days a week	80%

1.600 Traveling Teachers - per semester and and mileage			
	\$877	\$895	\$913

(Kindergarten teachers assigned to different schools; high school teachers traveling between high schools for their regular teaching assignments)

1.610 In that All Saints and Continuation School are attached to Central High School - persons involved receive per semester – no travel allowance	\$ 443	\$ 452	\$ 461
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1.620 Traveling Teachers - per semester + mileage			
	\$ 443	\$ 452	\$ 461

(Special Area Teachers; i.e. Elementary Art, Music and Physical Education teachers)

1.700 Machine Repair - Vocational Equip.	\$16.59	\$16.92	\$17.26
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2.000 Advisors and Sponsors

2.100 High School Dramatics (Annual)			
First Year of Experience	\$1,310	\$1,336	\$1,363
Second Year of Experience	\$1,497	\$1,527	\$1,558
Third Year of Experience	\$1,684	\$1,718	\$1,752

2.110 Intermediate School Dramatics (Annual)			
First Year of Experience	\$ 524	\$ 534	\$ 545
Second Year of Experience	\$ 599	\$ 611	\$ 623
Third Year of Experience	\$ 674	\$ 687	\$ 701

2.200	High School Yearbook (Annual)			
	First Year of Experience	\$1,310	\$1,336	\$1,363
	Second Year of Experience	\$1,497	\$1,527	\$1,558
	Third Year of Experience	\$1,684	\$1,718	\$1,752
2.300	High School Newspaper (Annual)			
	First Year of Experience	\$ 976	\$ 996	\$1,016
	Second Year of Experience	\$1,091	\$1,113	\$1,135
	Third Year of Experience	\$1,240	\$1,265	\$1,290
2.400	Literary Magazine (Annual)			
	First Year of Experience	\$ 976	\$ 996	\$1,016
	Second Year of Experience	\$1,091	\$1,113	\$1,135
	Third Year of Experience	\$1,240	\$1,265	\$1,290
2.500	Stagecraft (Annual)			
	First Year of Experience	\$1,188	\$1,212	\$1,236
	Second Year of Experience	\$1,331	\$1,358	\$1,385
	Third Year of Experience	\$1,508	\$1,538	\$1,568
2.600	Debate (Annual)			
	First Year of Experience	\$ 976	\$ 996	\$1,016
	Second Year of Experience	\$1,091	\$1,113	\$1,135
	Third Year of Experience	\$1,240	\$1,265	\$1,290
2.700	Forensics (Annual)			
	First Year of Experience	\$ 976	\$ 996	\$1,016
	Second Year of Experience	\$1,091	\$1,113	\$1,135
	Third Year of Experience	\$1,240	\$1,265	\$1,290
2.800	Audio Visual (Annual)			
	First Year of Experience	\$ 976	\$ 996	\$1,016
	Second Year of Experience	\$1,091	\$1,113	\$1,135
	Third Year of Experience	\$1,240	\$1,265	\$1,290

3.000 Special Education (Annual)

Any Special Education teacher employed on or before September 1, 1975 shall continue to enjoy the stipend provided for in this series. Teachers who were employed in the district prior to September 1, 1975 and who may subsequently be assigned to Special Education positions, shall receive the stipend called for in this series. However, teachers commencing employment after September 1, 1975 who are assigned Special Education positions shall not receive said stipends.

3.100	Orthopedic Physical Therapist, Diagnostician, Social Worker, Homebound, Speech Therapist	\$2,453	\$2,502	\$2,552
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	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
3.200 Special Education Teachers	\$2,120	\$2,162	\$2,205
3.300 Senior Designation	\$ 247	\$ 252	\$ 257

4.000 Activities Supervision

4.100 School Plays - Per Event	\$13.92	\$14.20	\$14.49
4.200 Bus Chaperon - Per Event	\$20.82	\$21.23	\$21.66
4.300 Noon Duty, Hall Duty 40 min. or more (Sem.) 5% of Base/Sem. Under 40 min. (Sem.) 4% of Base/Sem.			
4.400 Study Hall (H. S. as an extra assignment) 7.5% of Base/Sem.			

5.000 Coaching and Athletic Assignments

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

I. SELECTIONS

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

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

A. Notice of Vacancies

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

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

B. Rating Form

Uniform, system-wide applications for positions will be utilized. A System-wide rating form involving the use of a mathematical point

total will be used in the evaluation and selection of the successful candidate from the applicants. The rating form will be used in all interviews for any position regardless of whether there is only one applicant.

C. Head Coach Involvement

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

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

1. If no qualified applicants apply from the present staff, or if the Administration find no qualified applicants from the present staff, the Administration may then seek to fulfill the position by a non-staff person.

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 Intermediate Positions

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

The Intermediate 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 Intermediate 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. Intermediate principals or their Building Athletic Administrators will conduct evaluation sessions in their respective buildings. Such sessions will be conducted within three (3) weeks following the close of the season involved. This shall also apply to intramural personnel.

B. Renewal or Termination Form

If the series 5.000 person is not to be retained for the following season, he/she will be so notified on a termination form within thirty (30) calendar days following the end of the season. If he/she is to be retained

for the following season, a uniform, "system-wide renewal" form will be signed to that effect between the Building Principal and the person involved.

C. Appeal Procedure

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

III. EXCLUSION FROM GRIEVANCE PROCEDURE

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

OTHER SIGNIFICANT FACTS

1. There is no obligation by the District to honor a renewal contract if said sport is not offered due to lack of available funds or reduction in sport offerings.
2. Intramural personnel follow the same procedure on selection and retention as do coaching personnel.

**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.**

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
5.110 Football and Basketball, Head			
First Year of Experience	\$4,254	\$4,340	\$4,426
Second Year of Experience	\$4,746	\$4,841	\$4,938
Third Year of Experience	\$5,230	\$5,334	\$5,441
5.111 Football and Basketball, Ass't.			
First Year of Experience	\$2,783	\$2,838	\$2,895
Second Year of Experience	\$3,137	\$3,199	\$3,263
Third Year of Experience	\$3,484	\$3,554	\$3,625
5.120 Wrestling, Swimming, Volleyball, Head			
First Year of Experience	\$2,838	\$2,994	\$2,952
Second Year of Experience	\$3,193	\$3,256	\$3,322
Third Year of Experience	\$3,548	\$3,619	\$3,691

1997-98 1998-99 1999-2000

5.121	Wrestling, Swimming, Volleyball, Ass't.			
	First Year of Experience	\$1,890	\$1,928	\$1,966
	Second Year of Experience	\$2,127	\$2,169	\$2,213
	Third Year of Experience	\$2,358	\$2,405	\$2,454
5.130	Baseball, Track, Softball, Soccer, Hockey, Head			
	First Year of Experience	\$2,082	\$2,123	\$2,166
	Second Year of Experience	\$2,348	\$2,395	\$2,443
	Third Year of Experience	\$2,604	\$2,656	\$2,709
5.131	Baseball, Track, Softball, Soccer, Hockey, Ass't.			
	First Year of Experience	\$1,481	\$1,511	\$1,541
	Second Year of Experience	\$1,656	\$1,690	\$1,723
	Third Year of Experience	\$1,827	\$1,863	\$1,901
5.140	Golf and Tennis			
	First Year of Experience	\$1,525	\$1,555	\$1,587
	Second Year of Experience	\$1,719	\$1,753	\$1,788
	Third Year of Experience	\$1,905	\$1,943	\$1,982
5.141	Cross Country			
	First Year of Experience	\$1,942	\$1,981	\$2,021
	Second Year of Experience	\$2,189	\$2,233	\$2,277
	Third Year of Experience	\$2,432	\$2,480	\$2,530
5.150	Equipment Manager (Annual)			
	First Year of Experience	\$1,827	\$1,863	\$1,901
	Second Year of Experience	\$2,050	\$2,091	\$2,133
	Third Year of Experience	\$2,270	\$2,315	\$2,361
5.160	Athletic Facilities Manager (per game)			
	Varsity Football	\$ 115	\$ 118	\$ 120
	Varsity Basketball	\$ 70	\$ 72	\$ 73
	JV and Freshman Football and Basketball	\$ 54	\$ 55	\$ 56
	Varsity Volleyball	\$ 54	\$ 55	\$ 56
5.170	Head Trainer (Annual)			
	First Year of Experience	\$6,630	\$6,763	\$6,898
	Second Year of Experience	\$7,650	\$7,803	\$7,959
	Third Year of Experience	\$8,670	\$8,843	\$9,020
5.180	Building Athletic Director (Annual)			
	First Year of Experience	\$6,702	\$6,836	\$6,973
	Second Year of Experience	\$7,536	\$7,686	\$7,840
	Third Year of Experience	\$8,451	\$8,620	\$8,792

5.190	Cheerleading, Pompon, Flag, Majorettes			
	First Year of Experience	\$1,225	\$1,250	\$1,275
	Second Year of Experience	\$1,372	\$1,399	\$1,427
	Third Year of Experience	\$1,525	\$1,555	\$1,587
5.191	Science Olympiad Coaches (per hour)			
	First Year of Experience	\$13.48	\$13.75	\$14.03
	Second Year of Experience	\$15.16	\$15.46	\$15.77
	Third Year of Experience	\$16.84	\$17.18	\$17.52

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	\$13.48	\$13.75	\$14.03
	Second Year of Experience	\$15.16	\$15.46	\$15.77
	Third Year of Experience	\$16.84	\$17.18	\$17.52
5.211	Intramural Coaches (per hour)			
	First Year of Experience	\$11.70	\$11.93	\$12.17
	Second Year of Experience	\$13.21	\$13.47	\$13.74
	Third Year of Experience	\$14.65	\$14.94	\$15.24

Coaches of the 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 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	\$11.70	\$11.93	\$12.17
	Second Year of Experience	\$13.21	\$13.47	\$13.74
	Third Year of Experience	\$14.65	\$14.94	\$15.24

5.230	Academic Track Teacher Coaches			
	First Year of Experience	\$13.48	\$13.75	\$14.03
	Second Year of Experience	\$15.16	\$15.46	\$15.77
	Third Year of Experience	\$16.84	\$17.18	\$17.52

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
5.240 Science Olympiad Coaches (per hour)			
First Year of Experience	\$13.48	\$13.75	\$14.03
Second Year of Experience	\$15.16	\$15.46	\$15.77
Third Year of Experience	\$16.84	\$17.18	\$17.52
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	\$3,971	\$4,050	\$4,131
Second Year of Experience	\$4,460	\$4,550	\$4,641
Third Year of Experience	\$4,957	\$5,056	\$5,157
6.320 Vocal Music Dir. (H. S.) - Annual (including Spring Show and Swing Choir)			
First Year of Experience	\$3,359	\$3,426	\$3,495
Second Year of Experience	\$3,776	\$3,852	\$3,929
Third Year of Experience	\$4,192	\$4,276	\$4,362
6.330 Ass't Band Director (H.S.) - Annual			
First Year of Experience	\$1,987	\$2,027	\$2,067
Second Year of Experience	\$2,230	\$2,274	\$2,320
Third Year of Experience	\$2,478	\$2,527	\$2,578
6.340 Band Director (Intermediate) -Annual			
First Year of Experience	\$ 992	\$1,012	\$1,033
Second Year of Experience	\$1,117	\$1,139	\$1,162
Third Year of Experience	\$1,239	\$1,264	\$1,289
6.400 Science Supply Coord. (Annual)	\$1,240	\$1,265	\$1,290
6.600 Deans (Annual)	\$2,934	\$2,992	\$3,052
6.700 Counselors (Annual)	\$ 984	\$1,004	\$1,024
6.800 Coordinators (Annual)	\$2,437	\$2,486	\$2,535
Those persons currently receiving the Cooperative Education			

Coordinator stipend shall continue to receive same for the duration of their employment with the District in that position. Persons assigned such coordinator positions after September 1, 1975 shall not receive said stipend unless prior to that date they had been employed by the District and had obtained the necessary qualifications to fulfill the position.

6.810 Artist-In-School Program Coordinator

The parties agree that the Coordinator position in the Artist-In-School Program shall continue to remain in the Bay City Education Association bargaining unit. This position will be part of the bargaining unit member's regular assignment. If the bargaining unit member has a full-time assignment, the position will be an Overload Assignment.

In the event, however, that no bargaining unit member selects this position, the Bay City Public Schools may employ a non-BCEA bargaining unit employee who shall be compensated in accordance to an Overload Assignment, as set forth in Article 1.400 of this Appendix "B". No other rights or benefits will be provided. When non-BCEA bargaining unit employees are hired, the position will be declared vacant and made available to BCEA bargaining unit members at each June Staffing Procedure.

In addition, if the bargaining unit member's assignment is reduced during a school year, that member shall have the right to select and be placed in Artist-in-School position when that member's assignment is reduced.

6.900 Crisis Team Facilitator (Annual) \$ 984 \$1,004 \$1,024

		<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
7.000 Summer School (per hour)		\$22.70	\$23.15	\$23.61

BAY CITY PUBLIC SCHOOLS

Coach / Teacher Evaluation

EXTRA CURRICULAR ASSIGNMENT

Coach/Teacher/Sponsor's

Name _____ School _____

Assignment(s) _____ School Year _____

Quality of work performance in extra duty assignment:

_____ Satisfactory

_____ Unsatisfactory *(if unsatisfactory explain below)

COMMENTS:

Evaluator's Signature Date

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

COMMENTS:

Coach/Teacher/Sponsor's Signature Date

BAY CITY PUBLIC SCHOOLS

Renewal of

EXTRA CURRICULAR ASSIGNMENT(S)

Coach/Teacher/Sponsor's

Name _____ School _____

Your Extra Curricular Assignment for the following activities: _____

_____ has been renewed for the _____ school year.

It is expected that you and the students will have a rewarding experience.

Please indicate your acceptance of the assignment by confirming with your signature.

Good Luck!

Evaluator's Signature Date

Coach/Teacher/Sponsor's Signature Date

11/96

114

BAY CITY PUBLIC SCHOOLS
Termination Notice
EXTRA CURRICULAR ASSIGNMENT

Coach/Teacher/Sponsor's

Name _____ School _____

Assignment(s) _____ Year _____

You are hereby released as of _____

For the following reason:

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

* Reason(s):

Evaluator's Signature Date

Acknowledgment of Receipt:

Coaches' 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.

11/96

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	Above	Not
	Average	Average	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. | _____ | _____ | _____ | _____ |
| 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. | _____ | _____ | _____ | _____ |

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

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

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BAY CITY EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
OF BAY CITY, MICHIGAN

This Letter of Understanding will be a supplement to our Collective Bargaining Agreement dated July 1, 1997 between the Board of Education and the Bay City Education Association. Its purpose is to clarify the basis of payment for supervising teachers.

1. The parties agree that the first group of student teachers from participating colleges and universities assigned to Bay City will be accepted at \$25.00 per student teacher. Further participation of the Bay City School System will be dependent upon colleges, and universities or Board agreeing to the \$4.50 weekly rate proposed by the Association.

2. Any student teacher program arrangement deviating from the most recent student teaching program will be negotiated between the parties.

3. The parties further agree that the Elementary Intern Program (EIP) shall continue uninterrupted. Teachers participating in the preintern program prior to the assignment as an intern will receive \$25.00 per student.

It is agreed this Letter of Understanding expires on June 30, 2000.

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BAY CITY EDUCATION ASSOCIATION

AND

**THE BOARD OF EDUCATION
OF BAY CITY, MICHIGAN**

This Letter of Understanding will be a supplement to our Collective Bargaining Agreement dated July 1, 1997 between the Board of Education and the Bay City Education Association. Its purpose is to clarify the implementation of the Board of Education's decision to teach public school classes in parochial school buildings.

1. The curriculum, textbooks, instructional materials, course prerequisites, standards of performance and practices and conditions shall be substantially those in effect in the Public High School offering the courses.

2. Teachers assigned to this project shall be employees of the Bay City Public School District. They and their conditions of employment shall be expressly subject to the terms of the Master Agreement between the Bay City Education Association and the Bay City School District, the policies of the Board of Education and the administrative procedures of the Public School District. Assignment shall be with the consent of the teachers and said teachers shall be under the direct supervision of the appropriate Public High School Principal.

3. Public school classes taught on a parochial school campus shall be conducted in facilities leased by the Bay City Board of Education which are under the complete control of the Public School and are under the direct supervision of the appropriate High School Principal.

4. Classes scheduled under this program shall operate on the annual calendar of the public school.

5. Teaching vacancies on the public school campuses will be filled before teachers will be assigned to similar classes on a parochial campus.

6. The Public School Administration will deal with disciplinary problems or other situations arising in public school classes taught on parochial school campus.

It is agreed that this Letter of Understanding expires on June 30, 2000.

APPENDIX "E"

INDIVIDUALIZED DEVELOPMENT PLAN

Name _____

TEACHER'S SIGNATURE _____

PRINCIPAL'S (ASS'T. PRINCIPAL'S)
SIGNATURE _____

DATE _____

DATE _____

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

PERFORMANCE OBJECTIVES
(State expected results)

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

CRITERION FOR SUCCESS
(Method of Measurement of Success)

TARGET ACHIEVEMENT DATE

APPRAISAL OF GOAL ACHIEVEMENTS:

DATE: _____

APPENDIX "F"

TEACHER PROFESSIONAL GROWTH RECORD

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

Name _____ Date _____

School _____

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

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

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

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

V. Supplemental activities I have directed.

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

VII. Additional comments.

APPENDIX "G"
TEACHER EVALUATION FORMS
CLASSROOM TEACHER EVALUATION

Date: _____

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

B. RECOMMENDATION:

C. COMMENTS:

 Teacher Signature

 Administrator Signature

TITLE I READING TEACHER EVALUATION

Date: _____

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

1. The teacher's instructions and directions clearly communicate (1) the purposes for classroom activities and (2) what is expected of the student.	_____	_____
2. The teacher's preparation of lessons shows (1) adequate preparation and (2) an understanding of the learning process.	_____	_____
3. The teacher's approach to planning, teaching, and student relations shows evidence of flexibility and adaptability.	_____	_____
4. While striving to achieve desired educational outcome, the teacher shows evidence of accepting students' feelings, perceptions, and level of emotional and intellectual development.	_____	_____
5. The teacher promotes active student participation in the learning process.	_____	_____
6. The teacher communicates with the classroom teacher in developing educational plans.	_____	_____
7. The teacher demonstrates new techniques and methodologies in the teaching of reading.	_____	_____
8. The teacher arranges interactive time with parents to enhance continuity of the instructional program.	_____	_____
9. The teacher's personal characteristics model behaviors desired from students, promote effective staff and community relationships, and exhibit maturity.	_____	_____

B. RECOMMENDATION: _____

C. COMMENTS: _____

Teacher Signature _____

Administrator Signature _____

**SPECIAL EDUCATION
NON-CLASSROOM EVALUATION**

Date: _____

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

B. RECOMMENDATION: _____

C. COMMENTS: _____

Teacher Signature

Administrator Signature

ADULT/COMMUNITY EDUCATION
COORDINATOR EVALUATION

Date: _____

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
The Coordinator demonstrates organizational abilities for effective use of time.	_____	_____
The Coordinator uses established procedures enrolling students and planning their Programs and schedules.	_____	_____
Direction is provided by the Coordinator for the programs and centers to which assigned.	_____	_____
The Coordinator demonstrates good communication skills, both oral and written with students, faculty, administration and other parties.	_____	_____
The Coordinator provides aid and assistance to the Community Education Director in curriculum development and program planning.	_____	_____
The Coordinator promotes active student, faculty, and community involvement in the activities of the program.	_____	_____
The Coordinator demonstrates the ability to work with the other departments of the school district and with cooperating social agencies.	_____	_____
The Coordinator's personal characteristics, within assigned programs, promote staff and community relationships, and exhibit maturity.	_____	_____

B. RECOMMENDATION: _____

C. COMMENTS: _____

Teacher Signature

Administrator Signature

GUIDANCE PERSONNEL EVALUATION

Date: _____

A. APPRAISAL CHECKLIST:	Needs Improvement	Meets or Exceeds District Expectations
1. The staff member works toward achievement of district/school student services goals.	_____	_____
2. The staff member displays knowledge of professional field/services and community resources available.	_____	_____
3. The staff member demonstrates an awareness of the school program (curriculum, policies, procedures) as related to the counseling process.	_____	_____
4. The staff member demonstrates organizational abilities which facilitate the counseling process.	_____	_____
5. The staff member establishes effective relationships with students.	_____	_____
6. The staff member establishes effective relationships with parents.	_____	_____
7. The staff member establishes effective relationships with other staff members.	_____	_____
8. The staff member's personal characteristics, within the school setting, model behaviors desired from students, promote effective staff and community relationships, and exhibit maturity .	_____	_____

B. RECOMMENDATION: _____

C. COMMENTS: _____

Teacher Signature

Administrator Signature

APPENDIX "H"
PROBATIONARY TEACHER TENURE FORMS

BAY CITY PUBLIC SCHOOLS

PROBATIONERS SPONSORS LIST

(Due End of First Week)

School _____ Date _____

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

<u>PROBATIONER(S)</u>	<u>YEAR OF PROBATION</u>	<u>SPONSOR(S)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
0 _____	_____	_____
1 _____	_____	_____
2 _____	_____	_____

Tenure Form 1
Revised Sept. 1993

BAY CITY PUBLIC SCHOOLS

PRINCIPAL-PROBATIONER-SPONSOR MEETINGS
(Due After Each Conference)

To be completed after each conference deadline by the Principal.

<u>PROBATIONER</u>	<u>SPONSOR</u>	<u>DATE OF MEETING</u>	<u>MINUTE ON FILE</u>
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____
6 _____	_____	_____	_____
7 _____	_____	_____	_____
8 _____	_____	_____	_____
9 _____	_____	_____	_____
10 _____	_____	_____	_____
11 _____	_____	_____	_____
12 _____	_____	_____	_____
13 _____	_____	_____	_____
14 _____	_____	_____	_____
15 _____	_____	_____	_____

PRINCIPAL _____ DATE _____

Tenure Form 2
Revised Sept. 1993

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

Probationer _____ Sponsor _____

Both the Probationer and Sponsor fill out this form.

Copies to: City-Wide Tenure Committee Chairperson
Personnel Office

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

Any comments?

Signed _____ Date _____

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

Any comments?

Signed _____ Date _____

PRINCIPAL _____ BUILDING
CHAIRPERSON _____

Tenure Form 3
Revised Sept. 1993

BAY CITY PUBLIC SCHOOLS

SPONSORS REPORT
(Due the 8th, 18th and 26th Week)

School _____ Date _____

Principal _____

Probationer _____ Sponsor _____

Probationer's Year: First _____ Second _____
Third _____ Fourth _____

Conference: First _____ Second _____
Third _____

Committee report concerning pertinent data relating to progress of Probationer.

Copies to: Building Committee
Personnel Office
Principal
Probationer

Note: Use Form 5 with second and third conferences

REPORT:

Tenure Form 4
Revised Sept. 1993

BAY CITY PUBLIC SCHOOLS

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

Probationer _____

School _____

Date _____

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

Form 5
Revised Sept. 1993

INSTRUCTIONAL SKILLS	SATISFACTORY	TEMPORARILY ACCEPTABLE	UNSATISFACTORY	COMMENTS
1. Goals and objectives for individual and group achievement are established consistent with known patterns of child growth and development.				
2. Learning tasks assigned to students are well planned and purposeful.				
3. Assignments and explanations are clear.				
4. Lesson plans indicate clearly the goals and objectives to be achieved by materials and activities being presented.				
5. Lesson plans give clear evidence of organizational skills.				
6. Lesson plans allow for individual differences.				
7. Adequate time is given for students to respond to teacher assignments.				
8. Variety of teaching materials are used effectively				
9. Enthusiasm for subjects taught is created.				
10. Appropriate use of resource people, field trips, visual aides, etc. is evident.				
11. Students are taught to use a variety of materials.				
12. Students are taught efficient and effective habits.				
13. Academic content is related to everyday life situations.				
14. Presentations are related to assigned topic of discussion.				
15. Uses instructional time to communicate with students.				

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

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

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

RELATIONSHIP WITH PARENTS	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
1. Effective relationships with parents are developed.				
2. Time to confer with parents is made available.				
3. Parents are kept informed about the affairs of the classroom.				
4. References to parents and their background are made responsibly.				

RELATIONSHIP WITH STAFF	SATIS-FACTORY	TEMPORARILY ACCEPTABLE	UNSATIS-FACTORY	COMMENTS
1. Cooperation with colleagues is evident.				
2. A positive attitude toward non-academic staff is evident.				
3. Suggestions, assistance and/or criticism is accepted in a mature manner.				
4. References to parents and their backgrounds are made responsibly.				
5. Positive interpersonal relationship with staff is developed.				
6. Willingness to share responsibility for extra school activities is evident.				

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

BAY CITY PUBLIC SCHOOLS
Bay City, Michigan

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

PROBATIONER _____

SPONSOR _____

SCHOOL _____

DATE _____

Copies to: Personnel Office
Principal
Probationer
Superintendent

COMMENTS:

Sponsor

Building Committee Chairperson

Tenure Form 6
Revised Sept. 1993

BAY CITY PUBLIC SCHOOLS
Bay City, Michigan

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

PROBATIONER _____ SPONSOR _____

SCHOOL _____ DATE _____

Copies to: Personnel Office
Probationer
Sponsor
Superintendent

COMMENTS:

Principal

Signature Form 7
Revised Sept. 1993

APPENDIX "I"

MEMORANDUM OF UNDERSTANDING

between the
BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

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

1997-98 SCHOOL CALENDAR

	M	T	W	T	F		M	T	W	T	F	
Aug.	18	19	20	21	22		2	3	4	5	6	
	25	26	27	28	29		9	10	11	12	13	
							16	17	18	19	20	
Sept.	1	2	3	4	5		23	24	25	26	27*	
	8	9	10	11	12							
	15	16	17	18	19		Mar.	2	3	4	5	6
	22	23	24	25	26			9	10	11	12	13
	29	30						16	17	18	19	20
								23	24	25	26	27 3rd n.p.
								29	31			
Oct.			1	2	3		Apr.		1	2	3	
	6	7	8	9	10			6	7	8	9	10
	13	14	15	16	17			13	14	15	16	17
	20	21	22	23	24			20	21	22	23	24
	27	28	29	30	31 1st n.p.			27	28	29	30	
Nov.	3	4	5	6	7		May				1	
	10	11	12	13	14*			4	5	6	7	8
	17	18	19	20	21			11	12	13	14	15
	24	25	26	27	28			18	19	20	21	22
								25	26	27	28	29
Dec.	1	2	3	4	5		June	1	2	3	4 ^R	5
	8	9	10	11	12			8	9	10	11	12
	15	16	17	18	19							
	22	23	24	25	26							
	29	30	31									

- Jan.
- | M | T | W | T | F |
|----|----|----|----|----|
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |
- ① HOLIDAY
 * PARENT-TEACHER CONFERENCE (SEE NOTE #2)
 RECESS
 △^R RECORD DAY (SEE NOTE #3)
- SYMBOLS**
 ▽ NEW TEACHER IN-SERVICE
 ▽ BUILDING/PROGRAM MEETINGS AND CLASSROOM PREPARATION
 △ CLASSROOM PREPARATION
 — STUDENTS IN SESSION

Dennis Chubb
 BAY CITY PUBLIC SCHOOLS
 Date 6-3-97

John D. Brown
 BAY CITY EDUCATION ASSOCIATION
 Date 6-3-97

SCHOOL CALENDAR
1997-98

NOTE #1 IN-SERVICE OPPORTUNITIES

The Board agrees to provide in-service opportunities during the 1997-98 school year for staff development activities. The responsibility for planning and evaluating such in-service activities rests with a standing committee (in-service and staff development) of the K-12 Instructional Council. Said standing committee shall 1) provide direct and continuous staff involvement in identifying needs to be met by staff development activities and in the design of such activities, and 2) maintain maximum flexibility in designing staff development activities around needs and concerns which are likely to vary during the 1997-98 school year.

Teacher attendance at these in-service opportunities/staff development activities is voluntary.

NOTE #2 PARENT-TEACHER CONFERENCES

It is understood that the following Parent-Teacher Conference dates may be amended with the written agreement of the parties.

On Thursday, November 13, 1997 teachers will hold parent-teacher conferences between 6:00 p.m. and 9:00 p.m. On Friday, November 14, 1997 students will not be in attendance and teachers will hold parent-teacher conferences between 9:00 a.m. and 12:00 noon.

On Thursday, February 26, 1998 teachers will hold parent-teacher conferences between 6:00 p.m. and 9:00 p.m. On Friday, February 27, 1998 students will not be in attendance and teachers will hold parent-teacher conferences between 9:00 a.m. and 12:00 noon.

NOTE #3 RECORD DAYS

It is recognized that certain clerical tasks (i.e. test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. It is agreed that such responsibilities require no less than one (1) day's work and that reporting to assigned buildings is not mandatory. In the 1997-98 school calendar such days will occur on Saturday, January 17, 1998 and Thursday, June 4, 1998. It is agreed that these days are to be included as record days in the one-hundred ninety (190) day school calendar.

AGREED,

AGREED,


BAY CITY PUBLIC SCHOOLS


BAY CITY EDUCATION ASSOCIATION

Date 6-3-97

Date 6-3-97

1998-99 SCHOOL CALENDAR

	M	T	W	T	F
Aug.	24	25	26	27	28
	31				
Sept.	1	2	3	4	
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
Oct.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30 1st n.p.
Nov.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20 *
	23	24	25	26	27
	30				
Dec.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
Jan.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
					30
					31
Feb.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26 *
Mar.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26 3rd n.p.
	29	30	31		
Apr.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
May	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
June		1	2	3	4 ^R
	7	8	9	10	11

- SYMBOLS**
- ▽ NEW TEACHER IN-SERVICE
 - △ BUILDING/PROGRAM MEETINGS AND CLASSROOM PREPARATION
 - STUDENTS IN SESSION
 - HOLIDAY
 - * PARENT-TEACHER CONFERENCE (SEE NOTE #1)
 - RECESS
 - △^R RECORD DAY (SEE NOTE #1)

[Signature]
 BAY CITY PUBLIC SCHOOLS

[Signature]
 BAY CITY EDUCATION ASSOCIATION

Date 8-14-97

Date 8-14-97

NOTE #1 IN-SERVICE OPPORTUNITIES

The Board agrees to provide in-service opportunities during the 1998-99 school year for staff development activities. The responsibility for planning and evaluating such in-service activities rests with a standing committee (in-service and staff development) of the K-12 Instructional Council. Said standing committee shall 1) provide direct and continuous staff involvement in identifying needs to be met by staff development activities and in the design of such activities, and 2) maintain maximum flexibility in designing staff development activities around needs and concerns which are likely to vary during the 1998-99 school year.

Teacher attendance at these in-service opportunities/staff development activities is voluntary.

NOTE #2 PARENT-TEACHER CONFERENCES

It is understood that the following Parent-Teacher Conference dates may be amended with the written agreement of the parties.

On Thursday, November 19, 1998 teachers will hold parent-teacher conferences between 6:00 p.m. and 9:00 p.m. On Friday, November 20, 1998 students will not be in attendance and teachers will hold parent-teacher conferences between 9:00 a.m. and 12:00 noon.

On Thursday, February 25, 1999 teachers will hold parent-teacher conferences between 6:00 p.m. and 9:00 p.m. On Friday, February 26, 1999 students will not be in attendance and teachers will hold parent-teacher conferences between 9:00 a.m. and 12:00 noon.

NOTE #3 RECORD DAYS

It is recognized that certain clerical tasks (i.e. test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. It is agreed that such responsibilities require no less than one (1) day's work and that reporting to assigned buildings is mandatory. In the 1998-99 school calendar such days will occur on Saturday, January 16, 1999 and Friday, June 4, 1999. It is agreed that these days are to be included as record days in the one-hundred ninety (190) day school calendar.

AGREED,

AGREED,


BAY CITY PUBLIC SCHOOLS


BAY CITY EDUCATION ASSOCIATION

Date 8-14-97

Date 8-14-97

1999-2000 SCHOOL CALENDAR

	M	T	W	T	F
Aug.	23	24	25	26	27
	30	31			
Sept.			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	
Oct.				1	
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Nov.	1	2	3	4	5 1st m.p.
	8	9	10	11	12
	15	16	17	18	19*
	22	23	24	25	26
	29	30			
Dec.			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31
Jan.					
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
Feb.					
	1	2	3	4	
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29			
Mar.			1	2*	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31 3rd m.p.
Apr.					
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
May					
	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
June					
	5	6	7 ^R	8	9

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

Daniel Johnson
 BAY CITY PUBLIC SCHOOLS

Paul Johnson
 BAY CITY EDUCATION ASSOCIATION

Date 8-14-97

Date 8-14-97

NOTE #1 IN-SERVICE OPPORTUNITIES

The Board agrees to provide in-service opportunities during the 1999-2000 school year for staff development activities. The responsibility for planning and evaluating such in-service activities rest with a standing committee (in-service and staff development) of the K-12 Instructional Council. Said standing committee shall 1) provide direct and continuous staff involvement in identifying needs to be met by staff development activities and in the design of such activities, and 2) maintain maximum flexibility in designing staff development activities around needs and concerns which are likely to vary during the 1999-2000 school year.

Teacher attendance at these in-service opportunities/staff development activities is voluntary.

NOTE #2 PARENT-TEACHER CONFERENCES

It is understood that the following Parent-Teacher Conference dates may be amended with the written agreement of the parties.

On Thursday, November 18, 1999 teachers will hold parent-teacher conferences between 6:00 p.m. and 9:00 p.m. On Friday, November 19, 1999 students will not be in attendance and teachers will hold parent-teacher conferences between 9:00 a.m. and 12:00 noon.

On Wednesday, March 1, 2000 teachers will hold parent-teacher conferences between 6:00 p.m. and 9:00 p.m. On Thursday, March 2, 2000 students will not be in attendance and teachers will hold parent-teacher conferences between 9:00 a.m. and 12:00 noon.

NOTE #3 RECORD DAYS

It is recognized that certain clerical tasks (i.e. test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. It is agreed that such responsibilities require no less than one (1) day's work and that reporting to assigned buildings is not mandatory. In the 1999-2000 school calendar such days will occur on Saturday, January 22, 2000 and Wednesday, June 7, 2000. It is agreed that these days are to be included as record days in the one hundred ninety (190) day school calendar.

AGREED,

AGREED,


BAY CITY PUBLIC SCHOOLS


BAY CITY EDUCATION ASSOCIATION

Date 8-14-97

Date 8-14-97

APPENDIX "J"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

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

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

1. The selection of the assignments shall be held in an arena bid.
2. Except in emergencies or excused absences as determined by the Director of Personnel Services, teachers must be present to select their assignments. Teachers who are unable to be present should contact the Director of Personnel Services.
3. The arena bid shall be held after the schedule of available assignments for each session is determined by the Administration but no later than during the week prior to the beginning of each session.
4. At least seven (7) calendar days prior to the bid, the Administration shall send out written notices announcing the date, time, and place of the bid and the schedule of available assignments.
5. During the School Year, assignments shall be bid by BCEA bargaining unit members in accordance with their district-wide seniority.
6. During the summer, assignments shall be bid by BCEA bargaining unit members in accordance with their summer driver education program seniority (Article 25.912).

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

APPENDIX "K"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

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

1. The scheduling of the classes shall be at the prerogative of the Bay City Public Schools and the contracting organization;
2. The site of these classes may be located outside of Bay City Public School facilities;
3. The number of hours for each class section shall be determined by the Bay City Public Schools and the contracting organization and may be less than forty-eight (48) hours;
4. The administration shall have the prerogative to "block" class sections for teacher selection, and such "blocking" may not be subject to teacher selection without the approval of administration;
5. The contracted services classes shall be posted and selected at the same time the other Adult Education classes are posted and selected if the schedule of the contracted services classes are known at the respective posting and selection dates;
6. If it is necessary to schedule a class(s) after other Adult Education classes have been selected in the regularly scheduled process, the most senior, qualified teacher, not currently teaching an Adult Education class during the time frame of the contracted class, will be contacted;
7. Contract services classes, "blocked" or single class sections, starting prior to 3:00 p.m. shall be selected by Day-time Adult Education teachers in order of their seniority and qualifications;
8. Contract services classes, "blocked" or single class sections, starting at 3:00 p.m. or later shall be selected according to Article 38.70 and
9. For seniority and steps calculation, one class section shall equal one assignment.

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

APPENDIX "L"

LETTER OF AGREEMENT

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY EDUCATION ASSOCIATION

April 14, 1997

The BAY CITY EDUCATION ASSOCIATION recognizes that excessive absenteeism may lead to financial burdens within the district. Therefore, no later than the 1999-2000 school year, the BAY CITY EDUCATION ASSOCIATION agrees to participate in a district-wide committee which will submit a report to the BOARD OF EDUCATION before negotiations begin on the upcoming contract to evaluate attendance pattern of the BAY CITY PUBLIC SCHOOL employ-

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 July 1, 1997. 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, 2000, and from year-to-year thereafter unless either party serves notice in writing upon the other party by March 1 prior to the expiration date of this Agreement.

Employees starting to work before July 1, 1997 for an extended school year (1997-98) shall receive the improvements called for by said Appendices "A" and "B" retroactive to their individual contract date.

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

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 14TH day of APRIL, 1997.

BAY CITY EDUCATION ASSOCIATION

Kirk E. Bascom, Chairperson / President
Amy Hausbeck
Marilyn Johnson
Carol Julian
Richard Packard
Debra Wisniewski
Kim Pino, Executive Director

BAY CITY BOARD OF EDUCATION

J. William Schmidt, President
Larry Rahl, Vice-President
Mark Zanotti, Secretary
William C. Martin, Treasurer
Dr. Joe E. Gonzales, Superintendent
David C. Ruhland, Director of Human Resources/Labor Relations

DRM/dcr

