

Aug. 15, 1971

Bay City

AGREEMENT

between the

BAY CITY BOARD OF EDUCATION

and the

BAY CITY EDUCATION ASSOCIATION

COVERING

1969-70

and

1970-71

Years

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

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1.000 PREAMBLE

1.100 This Agreement entered into the 12th day of November, 1969, by and between the Bay City Education Association, Inc., a voluntary Michigan corporation, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the school district of the City of Bay City, the City of Bay City, Counties of Bay and Saginaw, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH:

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

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

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, 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 11 of Act 379, Public Acts of 1965, for all full-time and regular part-time instructional personnel certified 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 and hearing therapist, visiting teachers, advising or critic teachers, other teachers of special areas of education, school nurses, coordinators, driver education instructors and all other non-supervisory certificated personnel 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 as superintendent, assistant superintendents, principals, assistant principals, business manager and other supervisory and all non-certificated employees. The Association's representation shall cover all personnel assigned to newly-created certificated 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 male teachers shall include female teachers.

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 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation 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 Act 379 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 membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his 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 appropriate 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 the Agreement.

3.300 The Association and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by principal, during the school day, or Business Manager, beginning after the school day. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Association and its

members. The Association shall be a daily stop on the Board's regularly scheduled intra-school mail delivery system.

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

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

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

3.600 Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds

for any discipline or discrimination with respect to the professional employment of such teacher.

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 or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.

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 Constitution 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 VACANCIES, PROMOTIONS AND TRANSFERS

5.100 Currently employed personnel shall be given first consideration in appointments to teaching, supervisory, or administrative positions. *

5.200 All vacancies or newly-created positions within the bargaining unit shall be posted in the "Superintendent's Newsletter" as they occur prior to May 1, but not less than five (5) days prior to the deadline for filing. Vacancies occurring after May 1 shall be filled in compliance with Article 5.8.

5.210 As a point of information, the "Superintendent's Newsletter" published after May 1 will list existing vacancies.

5.220 As a point of information, vacancies existing will be advertised in The Bay City Times on the first Sunday in July and the first Sunday in August.

5.230 Vacancies occurring during the year which are awarded currently employed teachers may be filled on a temporary basis.

5.300 An administrative vacancy or a newly-created administrative position shall be posted in the "Superintendent's Newsletter" as it occurs, and in any event not less than ten (10) days prior to the deadline for filing. In filling vacancies outside the bargaining unit the Board shall consider the professional qualifications, background, attainments and other relevant factors, including service in the School District, of all applicants from within, as well as outside this School District. The Board's decision on the final selection of the candidate shall be final. *?

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

*Teachers don't want
you to give seniority.*

5.110?

5.400 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: experience, competence, qualifications, both personal and educational, length of satisfactory service to the District, and other pertinent factors. In arriving at its judgment as to the successful candidate, the Board shall consider objective as well as subject factors and shall not arrive at a judgment which reflects a showing of arbitrariness, discrimination, or abuse of discretion.

5.300

5.410 For the purposes of this Article "length of service with the District" shall run from the date the individual teacher signed his contract. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including authorized leaves.

5.500 Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

5.600 An involuntary transfer will be made only to prevent undue disruption of the instructional process or in an emergency. The immediate supervisor shall notify the teacher in writing the reasons for such transfer. The Association shall be notified upon request of the teacher. When it becomes necessary to transfer a teacher out of his building, it is agreed that the teacher affected shall be notified of such change in writing prior to the close of the school year. After the close of the school year, such transfers can be made with the consent of the teacher.

*

*

5.700 Whenever a decrease in enrollment requires a reduction in staff or a building or a department, the teacher shall be consulted about the positions available for transfer.

5.800 Any employee seeking consideration for appointment to administrative or supervisory positions or transfer to another teaching position, shall present his request to the Superintendent on form, "Request For Change of Assignment", as appears in Appendix C. Personal conferences can be arranged.

6.000 SICK LEAVE AND SICK LEAVE BANK

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

6.200 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.

6.300 If there is a question of 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 extending through at least a minimum period of one semester.

6.400 Any employee who is absent because of an injury or disease compensable

under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness and the differences shall be charged against sick leave. The employee shall receive his 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.

6.500 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:

6.501 On September 6, 1966, each employee contributed one (1) day of his 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.

6.502 When the sick leave falls below 750 days, the Board shall assess each employee one (1) day of his sick leave.

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


6.504 Upon depletion of a member's own accumulated sick leave, he 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.


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

- 6.506 A maximum of 180 days may be granted per appeal from the Bank.
- 6.507 Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.
- 6.508 Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing members to the Bank.
- 6.509 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.
- 6.510 The Appeal Board may grant or suspend sick days from the Bank. Their judgments and/or decisions will be final.
- 6.511 The Sick Leave Appeal Board shall consist of the four elected officers and chairman of the appropriate committee of the Bay City Education Association, the president of the Administrator's Association, the presidents of the non-teaching organizations, and the Superintendent or his designated representative.
- 6.512 No employee will be credited with sick leave allowance while drawing from his own accumulated sick leave or the Sick Leave Bank until he has reported back to work.
- 6.513 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.
- 7.000 LEAVE OF ABSENCE
- 7.100 Any teacher whose personal illness extends beyond the period compensated under Article 6.000 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.

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


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

7.202 One (1) day 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 Superintendent. The Superintendent's decision on the justification will be final. 

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

7.301 A maximum of three (3) days for a death in the immediate family: Spouse, father, mother, father-in-law, mother-in-law, children, grandchildren and grandparents. Additional time may be granted at the discretion of the Superintendent.

7.302 One (1) day for attendance at the funeral service of brother, sister, brother-in-law, or sister-in-law or person whose relationship to the teacher warrants such attendance. Extension may be granted by Superintendent.

7.303 Absence when a teacher is called for jury service. 

7.304 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.



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



7.306 One (1) day to take the selective service physical examination. Extension may be granted by Superintendent.

7.400 Leaves of absence without pay not to exceed one (1) year, may be granted upon application for purpose of study and research.



7.500 A maternity 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 April 1. A teacher having been duly granted maternity leave must apply for re-employment on or before April 1st prior to the school term if re-employment is desired. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on the next step of the salary schedule from which she went on leave.



7.600 Leave 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 which would have been credited to him had he 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 this teaching assignment at the outset of the semester immediately following such discharge from service.

7.700 Teachers who are officers of the State Association or are appointed to its staff shall, upon proper application, be given leave of absence for one (1) year without pay for the purpose of performing duties for the said Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. 7.500

7.800 Military, Reserve or National Guard leaves of absence shall be granted to any teacher who shall be inducted or called 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 restored to employment with the District and shall be given the benefit of any increments provided, however, that such teacher shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further, that such teacher reports for his teaching assignment at the outset of the semester immediately following such discharge from service.

7.900 A teacher elected or selected for a full-time public office which takes him from his teaching duties with the school system, shall upon prior written request, receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless such teacher returns within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specified period with the approval of the Superintendent of Schools.

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.

8.000 PROFESSIONAL IMPROVEMENT

8.100 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:

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

8.300 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.

9.000 TENURE PROCEDURES

9.100 The administration will be responsible for appointing sponsors; Tenure Form 1; (five specific meetings for purposes of counseling the probationer and evaluating the situation); Tenure Form 2, 5 and 6.

9.200 The B.C.E.A. Tenure Committees will be responsible for their own committees, assignments and reports - Tenure Forms 3 and 4.

9.300 It is assumed that the specific meetings between the Principal and the Probationer and the Sponsor-Teacher do not preclude the possibility of any number of Teacher-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.

9.400

During the two-year probationary period five specific meetings are suggested in which the Probationer, the Sponsor-Teacher, the Department Chairman, and the 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 will arrive at a composite assessment of the Probationer's position. The department chairman shall submit his separate evaluation of the performance of the Probationer from the department's point of view, on Tenure Form 9. The Probationer and the Principal will both have prepared their personal appraisal in advance of the meeting using Tenure Form 6. The composite assessment submitted to the Superintendent's office may be supplemented with additional comments or information by the Probationer, Principal, Department Chairman, and/or the Teacher-Sponsor. With the approval of the building Principal, the Teacher-Sponsor shall be freed from time to time to assist his Probationer.

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.

Twenty-Sixth Week

Third Conference Completed.

Twenty-Eighth Week

Recommendations from City Committee to Superintendent.

10.000 TEACHER EVALUATION

10.100 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. Department chairmen shall be present at evaluating sessions and shall serve in an advisory capacity. City-wide supervisors and directors shall assist the building principal in joint evaluation of special area probationary teachers. The administration shall keep a log of time spent observing probationary teachers. The log shall show a minimum of 180 minutes of observation per probationer per year by administrative representatives.

10.200 Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth: provided, however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Teacher Tenure Act during the pendency of any

grievance procedures, and (2) as to tenure teachers, pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Teacher Tenure Act and said Act shall thereafter govern all proceedings against the teacher.

10.300 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, in the judgment of the administration, it would be in the best interest of the probationer.

10.400 The probationary teacher shall be provided a copy of Form 4 after each conference period and a copy of Form 8 at the end of each year.

11.000 PROFESSIONAL GRIEVANCE PROCEDURE

11.100 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 the 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.

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

11.130 A "party of interest" is the person, persons, or an association making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.

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

11.150 The "Appeals Committee" is a group to whom the aggrieved member turns if his association representative feels no action is warranted on the stated problem. This Committee shall operate at level one of the formal procedure only. Said Committee shall be made up of the following: The Association Vice-President, and one classroom teacher from each of these levels: Elementary, Intermediate and High School.

11.200 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.

11.300 Structure

There shall be one or more Association representatives for each school building to be selected in a manner determined by the Association.

11.320 The Association shall establish a broadly representative Grievance Professional Rights and Responsibilities Committee, hereinafter referred to as "PR & R". No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any representative or member of these Committees

is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.

11.330 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.

11.400 Informal Procedure

Informal procedures are those procedures used at the local level 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. Suggested contacts for the individual to use for discussing his grievances are:

11.410 The Association Representative.

11.420 Special Friend.

11.430 An officer of the local Association.

11.440 The immediate supervisor, director and superintendent in that order.

11.450 Another professional person where confidential treatment of the complaint will be maintained.

If the problem cannot be resolved satisfactorily at this level, the individual will then proceed to the formal procedure as set forth in Section 11.500 hereof.

11.500 Formal Procedure

Proceedings under the formal procedure must begin within thirty (30) days of the alleged infraction. Said formal procedure shall be deemed to have commenced when a written complaint is filed with the office 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 a teacher 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 decision to the teacher within the specified time limits shall permit the teacher to proceed to the next step. All time limits may be extended by mutual agreement in writing.

11.510 Level One. Any teacher having an alleged grievance shall first discuss the matter with his Association Representative and if said Representative concurs that a grievance exists, it shall be reduced to writing setting forth the facts and alleged violations, signed by the individual teacher, filed in the office of the Building Principal, and proceeded upon within fifteen (15) days, as provided for in Level Two hereunder. If the Association Representative does not feel a grievance exists, the grievant may, within three (3) days, appeal the Association Representative's decision to the Appeal Committee. The Appeal Committee shall render its decision within ten (10) days. If a grievance is found to exist, it shall be taken to Level Two within two (2) days of the Appeal Committee's decision. If a grievance is not found to exist, the grievant may proceed to Level Two only upon his own initiative without Association support.

11.520 Level Two. The Superintendent or designee shall represent the Administration at this level of the grievance procedure. Such designee shall not be the same person who heard the grievance at an earlier level. Within twenty (20) days after receipt of the grievance by the Building Principal, the Superintendent or his designee shall meet with the aggrieved person in an

effort to resolve it. The Superintendent or his designee shall make his decision known within five (5) days.

11.530 Level Three. In the event the grievance is not satisfactorily resolved at Level Two within five (5) days, the grievant or the Association Representative shall file the grievance with the PR & R within five (5) days after the decision at Level Two. The PR & R shall make its decision known within five (5) days. If the PR & R decides that the decision at Level Two is in the best interest of the educational system, it shall so notify the teacher and the Association Representative. If the PR & R decides that the decision at Level Two is not satisfactory, it shall refer the matter back to the Superintendent of Schools for a meeting with an Ad Hoc Committee.

The Superintendent of Schools shall designate three (3) persons, who may include himself, to represent the administration. The chairman of the Grievance Committee shall designate (3) persons, who may include himself, as an Ad Hoc Committee to represent the Association. Within ten (10) days after the return of the written grievance to the Superintendent, these two representative groups shall meet to consider the problem in an attempt to arrive at an equitable solution to the grievance, which committee shall make its decision known within five (5) days.

11.540 Level Four. If the decision reached in Level Three is not satisfactory to the Association, the aggrieved party may within fifteen (15) days submit the grievance to arbitration before an impartial arbitrator, he 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 in the original grievance. 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. An individual resorting to arbitration without the Association shall bear one-half of the cost thereof.

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

Can't arbitrate discipline

11.600 Right to Representation. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

11.700 Miscellaneous.

11.710 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.

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

11.730 All documents, communications and records dealing with the processing

of a grievance shall be filed separately from the personnel files of the participants.

11.740 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 Superintendent so as to facilitate operation of the procedures set forth herein.

11.750 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.

12.000 RETIREMENT

12.100 The compulsory retirement age for employees of the Bay City School District shall be sixty-five (65).

12.200 Any employee who will reach the sixty-fifth birthday prior to the effective date of his or her contract shall not be permitted to sign a contract for the next year.

13.000 EXPERIENCE ALLOWANCE

what kind of teaching

13.100 A teacher employed with previous teaching experience shall receive full credit on the salary schedule for the first ten years including credit already received for military duty or Peace Corps service.

13.200 Credit not to exceed two (2) years shall be given for military duty or Peace Corps service prior to employment by the Bay City School District.

14.000 MISCELLANEOUS

14.100 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.

14.110 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. *

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

14.300 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 before 7:30 A.M. 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.

14.400 The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof. The Board commends the Association on its Code of Ethics and encourages its application. *Does this prohibit management from acting?* *

14.500 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.

14.600 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.

14.700 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.

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

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

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 two steps of the salary schedule.

15.110 In or after his fifth (5) 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 years.

15.120 In or after his tenth (10) 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 It is the teacher's responsibility to make application for the Current Improvement increment and submit evidence of credits earned to the Superintendent's Office.

15.140 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.


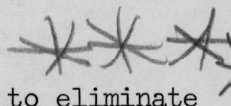
15.150 The Superintendent may seek the advice of the (appropriate committee) of the Association regarding courses he terms questionable.

15.160 The compensation for Current Improvement is set forth in Appendix "A".

16.000 PROTECTION OF TEACHERS

16.100 The Board recognizes its responsibility to give all reasonable support and 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. 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.

16.200 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 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 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 employment with the school system, all medical, surgical and hospital care and other benefits as is provided by Workmen's 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 or other means, shall be made only with the expressed 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 9.000. 

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, including those of an emergency nature, shall be made only at the beginning of a class period.

16.1000 A teacher may request to have present one or more representatives of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

16.1100 Each teacher shall have the right, upon request, to review and inventory the contents of his own personnel files whenever 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.

17.000 EMERGENCY CLOSING OF SCHOOL

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

17.110 When these factors are not present and are discovered prior to the opening of school, the school shall be dismissed and the necessary steps taken to

assure the 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 designee, all the schools within the District shall be closed.

17.300 Employees covered by this agreement shall not be required to report when schools are closed.

18.000 REDUCTION OF STAFF

18.100 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 following procedure shall be followed:

18.110 Separate, district-wide seniority lists based on length of service in this District shall be established on the Elementary and Secondary levels of certification.

18.120 These lists shall be compiled when reduction of staff is necessary and those with the least amount of service in this District shall be laid off first. Length of service shall be from the date the contract was signed by the teacher. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including authorized leaves, to the date of such reduction.

18.130 In the event a teaching position cannot be filled from the seniority list, the present teacher may be retained.

18.140 When there is an increase in teaching positions following such a lay-off, the teacher with the most length of service in the District shall be the first to be offered re-employment in line with his necessary qualifications.

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

18.200 The notice given pursuant to this Article must be accorded a teacher at least sixty (60) days before the end of the school year or portion thereof for which the teacher is being laid off.

19.000 REQUISITIONING INSTRUCTIONAL SUPPLIES AND 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 Business Manager.

20.000 RELEASED TIME

20.100 The President of the Bay City Education Association shall have released time to conduct the business of the Association. Said time not to exceed the

equivalent of one-half the regular assignment. Scheduling of the released time shall be agreed upon as required by the Building Principal and the President of the Association and approved by the Superintendent of Schools.

20.200 The Association shall reimburse the School District for the expense incurred by the District in continuing the classroom services normally provided by the President.

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 fields 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 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 skills 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 supervising 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. 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

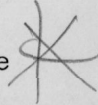
It is agreed that in certain situations, the classroom must be extended beyond the confines of the school building.

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

24.200 As the North Central Association does not yet accreditate Elementary level schools, the Board agrees that as Elementary schools can qualify as candidates, they shall be submitted for rating according to the University of Michigan Bureau of School Services Standards which are now under development.

25.000 TEACHING HOURS AND ASSIGNMENTS

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

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

25.300 Load and Assignments

25.310 It is mutually agreed that each Bay City teacher is a professional who will devote whatever amount of time is necessary to fulfill his duties. It is acknowledged that the professional obligations of the classroom teacher require time beyond that scheduled for direct classroom instruction -- that additional time for lesson planning, correcting papers, scoring tests, developing charts, and instructional materials, 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.

25.320 The teacher's day shall be seven clock hours, exclusive of the lunch period. Direct classroom instruction shall be as scheduled in Sections 25.400, 25.500 and 25.600. Time in the teacher's day beyond that scheduled for direct instruction of learners 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 to which the teacher is assigned.

25.400 High Schools

25.410 The Board and the Association agree that Bay City students face the threat of a loss of educational opportunity due to crowded conditions and inadequate facilities. The Association agrees that the present schedule in use in the high schools beginning at 7:30 and ending at 4:35 with ten (10) fifty (50) minute periods is necessary as a temporary measure pending construction of the new high school facility.

25.411 The parties agree that the normal teaching load, as described in 25.416, plus a lunch period shall fall with seven (7) consecutive periods, except as provided in 25.419 concerning "overload assignment".

25.412 The parties agree that the Administration shall level classes by 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.

25.413 The parties mutually agree that the ten (10) fifty (50) minute period day is a temporary measure. It is the intent of the parties to re-establish the normal school day and the fifty-five (55) minute period.

25.414 The parties agree to the present practice of recognizing length of service for scheduling and assignment purposes.

25.415 The parties agree that to the extent possible activities and athletic practices will be scheduled in the morning as well as the afternoon hours.

- 25.416 The normal teaching load shall consist of twenty-five (25) assigned class periods and five (5) conference periods per week.
- 25.417 A teaching assignment beyond the provisions of item 25.416 shall be recognized as an overload and shall be paid for at the rate set in the attached Appendix B. A probationary teacher shall not be assigned an overload if a tenure teacher is available.
- 25.418 A teacher may be assigned, with his consent, non-teaching responsibility such as noon supervision, study hall, or hall duty. Such assignment shall not be recognized as a regular assignment as set forth in Article 25.416 or an overload, and shall be paid for at the rate set in Appendix B. Overload assignments are to be discouraged. Notification of such overload assignments shall be given to the Association.
- 25.419 An overload assignment shall extend the teacher's day by one hour.
- 25.420 Covering a vacant teaching station on an hourly basis shall be reimbursed at the rate listed in Appendix B.
- 25.421 Teachers will not be on duty more than fifteen (15) minutes before their first assignment or remain more than fifteen (15) minutes after their last assignment. However, they shall be allowed to work in their rooms without interruption for at least thirty (30) minutes after their last assignment.
- 25.422 Teaching assignments in item 25.416 may be altered by mutual agreement between the Association and the Administration.
- 25.423 Teachers may be assigned a Home Room Group or an Advisory Group of not more than fifteen (15) minutes.
- 25.424 A teacher may be expected to assume at least one extra school duty of a minor nature without additional compensation.



25.425 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.

25.500 Intermediate

25.510 The normal teaching load in grades seven and eight shall consist of thirty-five (35) assigned periods per week, five (5) of which will be conference periods. It is the intent of the parties that, where possible, the load will be equalized among the building staff so that the usual load is an instructional assignment of twenty-five (25) periods, five (5) non-instructional assignments per week, and five (5) conference periods per week.

25.511 A teaching assignment beyond the provisions of item 25.510 shall be recognized as an overload and shall be paid for at the rate set in the attached Appendix "B". A probationary teacher shall not be assigned an overload if a tenure teacher is available.


25.512 An overload assignment shall extend the teacher's day by one 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 consent, noon supervision, or hall duty. Such assignment shall be paid for at the rate listed in Appendix B.

25.515 Teachers in grades five and six, housed in intermediate schools, shall be subject to the time schedule of their respective schools.



- 25.516 Teachers will not be required to be on duty more than fifteen (15) minutes before their first assignment or fifteen (15) minutes after their last assignment. However, they 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 items 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 New 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.
- 25.522 To accomplish departmentalization in grades 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 section 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.

25.600 Elementary Schools



25.610 Teachers in elementary schools shall be assigned class time according to the following schedule:

Kindergarten	285 minutes
Grades 1 - 6	300 minutes instructional
	<u>30</u> minutes break
	330 minutes total


25.611 Teachers will not be required to be on duty more than fifteen (15) minutes morning and afternoon before their first class convenes or remain more than fifteen (15) minutes after their last class. However, they shall be allowed to work in their rooms without interruption for at least thirty (30) minutes at the close of their last class.

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 and teachers of special area subjects shall be provided a fifteen (15) minute relief time per half day. During these fifteen (15) minute relief times the children shall have recess and this time shall not be instructional time. If aides are available, they shall supervise the recess periods. If no aide is available, the teachers shall supervise recess periods on an equitable rotating basis.

- 25.700 All teachers shall be entitled to a duty-free uninterrupted lunch period of at least sixty (60) minutes. Lay supervisors shall be provided to supervise the lunch hour. Teachers may elect noon supervision at the rate paid the lay person.
- 25.710 Suburban school schedules may be adjusted to accommodate the bus schedule.
- 25.800 After School Meetings
- 25.810 Teachers may not normally be required to remain after school for longer than sixty (60) minutes to attend: Staff Meetings called by the Superintendent, Building Meetings called by the principal, Curriculum Meetings.
- 25.811 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 "open-houses" or "Back-to-School Nite" programs.
- 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 Superintendent through his 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 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.



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 and administrators may be employed if there are not enough qualified applicants.

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

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

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

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

25.916 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 shall be given preference. 7

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 Schedule "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 from September to June during normal teaching hours.

26.300 For the school year 1969-70, the School Calendar set forth in Appendix "C" shall apply.

By January 15th, annually, the School Board will submit its proposed school calendar for the ensuing year to the Association. If the Association desires to recommend changes in such calendar, it shall submit same in writing to the School Board by February 1st. In the absence of such recommendations, the School Board shall proceed to formally adopt such School Calendar.

When the Association has submitted school calendar recommendations, each party shall within ten (10) days select a three-man committee to meet, study the matter and then, no later than February 15, submit its proposed calendar to the Association's Executive Board and the School Board for approval and adoption.

Should the Association's Executive Board and the School Board not agree to the school calendar recommendations of the committee, the matter shall, by March 1st, be referred to a panel for a final decision in the following manner: the Association and the School Board shall each designate a member of the faculty of the School of Education of either the University of Michigan, Michigan State University or Central Michigan University, which representatives shall confer with the parties and study the issues. The opinion and recommendation of the panel shall be issued prior to March 15th and if the panel cannot agree, they shall select a third member of the faculty from said Schools of Education who shall consider the matter and whose opinion then shall be final and binding upon the parties. The calendar resulting from this Article shall be in full force and effect for the ensuing year despite the fact that this Agreement terminates by its terms August 15, 1971. Such calendar for any year shall not create a contract between the parties, but shall be incorporated into any new contract taking effect for that year. The cost of such a panel shall be shared equally by the Association and the Board of Education.

The school year for teachers shall not be longer than 190 duty days. Duty days shall mean those days when pupils are in attendance, orientation days at the beginning of the school year, legal holidays, institute days, and record days which may occur at mid-year and the close of the school year.

The School Board shall have the right to extend the school year beyond that established in the calendar in order to establish sufficient days of instruction to comply with the provisions of Act 237 of the Public Acts of 1967, or any amendments thereto.

26.400 A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any mandatory formal professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

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 Superintendent and the Association's Executive Board.

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

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

(1) Twenty bi-weekly pay periods.

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

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

26.700 One day's pay shall be granted for each day of accumulated sick leave not to exceed \$1,000.00 upon retirement of an employee under the provisions of the Michigan Public School Employees Retirement System or at the compulsory retirement age.

26.710 In addition to the above, the School District shall pay \$50.00 per year for each year of service in this School District after fifteen (15) years, but not to exceed \$500.00.

26.800 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.

26.900 Credits earned prior to the completion of the master's degree cannot 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.

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 day 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 sizes: Kindergarten, 20; grades One-Three, 22; grades Four-Six, 25; grades Seven-Eight, 27; grades Nine-Twelve, 30.

27.220 The Board of Education has exercised the authority granted it by the School Code to bond the school district for the maximum amount allowed under the law to construct school facilities. The application for permission to sell these bonds has been approved by the Municipal Finance Commission. Top priority has been given to classroom additions in the elementary level and the replacement of Riegel School. The program will provide seventy-two additional classrooms. These classrooms shall be scheduled for those elementary buildings where the class sizes are critically large.

27.230 Except in the event of unpreventable delays caused by contractors or Acts of God, the Board agrees to provide fifty additional rooms for use as elementary classrooms by September 1970 and an additional twenty rooms by September, 1971.

27.231 In the event that fewer than fifty rooms become available for use by September 1970, the Board agrees to develop time schedules in the intermediate and elementary division allowing for extended use of the facilities in order to free the equivalent of fifty classrooms and further to adjust attendance

areas and transportation schedules to take advantage of space freed by the adjusted schedules.

27.240 It is the intent of both parties that no class at the Elementary and Intermediate levels beginning in the year 1970-71 shall have in excess of thirty-five (35) students, except the traditionally large classes such as Physical Education and Music.

27.241 Any class exceeding this number shall be brought to the attention of the class size committee described below.



27.250 Any teacher with more than thirty-five students beginning in September 1969 shall receive assistance according to the following schedule:

27.251 Split grades of 35 students (grades 1-6) full-time aide

27.252 Classes of 35 to 39 students (grades 1-6) teacher aide for
one-half day


27.253 Classes of 40 students (kg. - grade 6) full-time teacher
aide


27.260 Split classes are to be avoided except where absolutely necessary. To assist the Board of Education in achieving the attainment of educationally-sound class size ratios for the elementary division, a "Class Size Committee" is hereby created. This Committee shall have three (3) members appointed by the Association President and three (3) members appointed by the president of the Board, said Committee to be chaired by the Superintendent. The Class Size Committee shall meet initially prior to November 1, 1969, and at least monthly thereafter. The purpose of the Class Size Committee shall be to review the impact the building program has on class size problems and to offer additional solutions, where necessary, to achieve the desired goals.


- 27.300 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.
- 27.400 Insofar as possible, lounges, lavatories, workrooms, and personal storage shall be conveniently available for the professional staff. Future building plans shall provide these facilities.
- 27.500 Telephone facilities shall be made available to teachers for their reasonable use wherever possible for professional purposes in a secluded area. 
- 27.600 Adequate parking facilities shall be maintained, and the Board shall seek additional parking facilities where needed. 
- 27.700 The Board recognizes that appropriate texts, library references facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer annually at in-service or high school curriculum meetings for the purpose of improving the selection and use of such educational tools; and the Board shall promptly consider any recommendations resulting from such studies.
- 27.800 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 teacher.

27.900 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.

27.1000 The Board and the Association agree that a teacher's primary responsibility is to teach and that his energy should be utilized to this end. The Board and the Association recognize that teacher aides and clerical employees are useful and necessary in order to implement this principle. 

27.1100 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. 

27.1200 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. 

- 27.1300 The Board bears the responsibility for providing for the entire school program within the financial resources available.
- 27.1310 Teachers may voluntarily participate in fund-raising activities such as P.T.A. projects, school connected clubs, and class projects.
- 27.1320 Teachers shall not participate in fund-raising activities initiated to supplement the curriculum or facilities of the school district.

28.000 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

28.100 Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the N.E.A. and the M.E.A. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated.

X
illegal

28.200 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 fee to the Association, an amount equal to membership dues payable to the Association, the N.E.A. and the M.E.A., provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph 28.100 of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph 28.100, the

✱

Board shall immediately cause the termination of employment of such teacher.

The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

28.300 With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the N.E.A. and the M.E.A., to the Michigan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing, Michigan 48823. 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 provisions of this Article, and not otherwise available to the Board.

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

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 guidance. The classroom teacher's attendance during instruction by auxiliary teachers in physical education, music and art should be governed by this responsibility.

✱

X

The elementary teacher should be in attendance at the beginning and at the end of a session when an educational 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 is on duty within said principal's building. X

30.000 HIGH SCHOOL DEPARTMENT CHAIRMAN

30.100 Every teacher shall be assigned to a department, the definition of which is to be "a grouping of not less than five (5) teachers teaching in the same or similar subject matter area".

30.200 As their terms expire, department chairmen shall be nominated by the department and names presented to the principal for consideration. In the event the principal does not accept the nominee, the process shall be repeated. It is recommended that the normal term be two (2) years and that he serve not more than three (3) terms. X

In addition to full-time teachers in a department, those teaching "part time" in a department (shared with another department) are to be considered as full-time teachers in computing released time or remuneration according to Appendix "B".

5 - 14 Teachers	One (1) hour released time
15 - 24 Teachers	Two (2) hours released time
Over 24 Teachers	Two percent (2%) annum paid to chairman and two (2) hours released time.

31.000 DURATION OF AGREEMENT

31.100 This Agreement constitutes the entire collective bargaining negotiations

on all subjects for the term of this Agreement, except as herein otherwise provided. Salaries and payments required by Appendix "A" and Appendix "B" shall be effective as of September 1, 1969, while all other provisions of this Agreement shall become effective upon the execution hereof; provided, however, that employees starting to work before September 1st for an extended school year (1969-1970) shall receive the improvements called for by said Appendices "A" and "B" retroactive to their individual contract date. The full Agreement including all appendices shall then continue to full force and effect and be legally binding on the Parties hereto until August 15, 1971, and from year-to-year thereafter unless either Party serves notice in writing upon the other Party at least 120 days prior to the expiration date of this Agreement.

31.200 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 select its representatives from within or outside the School District; provided, however, that neither negotiating team shall exceed four (4) 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.

31.300 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.

32.000 IN-SERVICE MEETINGS

32.100 The Board agrees to hold not LESS than three (3) in-service training

meetings per school year by grade level and/or subject areas. These meetings shall cover grades K-8 and may include high school department heads and subject area teachers when appropriate.

32.200 The aforementioned meetings are to be held on days counted in membership and shall run from 8:30 A.M. until 3:15 P.M. A lunch period shall not exceed ninety (90) minutes.

32.300 Teachers shall be expected to be in attendance at in-service meetings for their grade level when scheduled. *

33.000 HIGH SCHOOL GUIDANCE AND 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 shall not 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.
- 33.800 Counselors 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 year. The exact days to be assigned shall be worked out mutually between the building principal and the counseling staff. Salary for this schedule shall be paid at the Appendix "B" rate of 2.63 percent.
- 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 Substitutes shall be provided by the Board in the extended absence of a counselor or dean.
- 34.000 TUTORS
- 34.100 From time to time a teacher is asked to provide individual student instructional help outside the performance of his 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 the following insurance protection.

*Doesn't this need
to be bid? **

35.200 Beginning January 1, 1970, the Board shall provide, through the School Employers Trust Program, \$2,500 group term life insurance plus \$2,500 AD & D for each employee in the bargaining unit. Beginning January 1, 1971, the Board shall provide, through the School Employers Trust Program, an additional \$2,500 in group term life insurance plus \$2,500 AD & D for each employee in the bargaining unit.

35.300 Dependent life insurance \$1,000 for spouse and \$500 for each child, will be available on an optional basis at the employee's expense.

35.400 Until December 1, 1969, the Board agrees to pay the single rate and half of the cost of dependent coverage for those employees carrying same toward the premium for Blue Cross or MEA Hospital, Medical, Surgical programs carried with the Bay City Public Schools groups for which payroll deductions are made by the School District.

35.500 Beginning December 1, 1969, the Board shall provide complete health care protection for a full twelve (12) month period for the employee's entire family through the MEA Super Med program or Blue Cross MVP-1, Rider "D".

35.600 The Board shall provide facilities for utilization of the MEA Tax-Deferred Annuity program by all members of the bargaining unit.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits should continue throughout the balance of the school year.

35.700 If an employee is absent from work because of compensable injury and has exhausted his sick leave benefits, including sick leave bank, the School District shall continue to pay amounts designated in sections 35.400 and 35.500 for the duration of Workmen's Compensation benefits.

35.800 Employees who last year used the insurance allowance to purchase "income protection" coverage from Washington National or MEA may, at their option, continue said program. The School District will pay the rate of the current policy in effect.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals this

12th day of November, 1969.

BAY CITY EDUCATION ASSOCIATION

BAY CITY BOARD OF EDUCATION

By /s/ James Ryan

By /s/ Paul Rowley

Members of Negotiating Team:

Members of Negotiating Team:

/s/ Albert Hoffman

/s/ William Lambert

/s/ Thomas Drummond

/s/ Elwyn Bodley

/s/ Nancy Yant

/s/ Mark Bascom

/s/ James Hoyle

/s/ Laurence Estes

/s/ Curtis Lather

APPENDIX "A"

Salary Schedule 1969 - 1970

Step	Non Degree Index Amount	A B Degree Index Amount	A B + 30 Hrs. Index Amount	M A Degree Index Amount	M A + 30 Hrs. Index Amount
1	.754 5542	1.0000 7350	1.0500 7718	1.1091 8152	1.1591 8520
2	.782 5748	1.054 7751	1.1045 8119	1.1673 8580	1.2173 8948
3	.810 5953	1.1091 8152	1.1591 8520	1.2255 9007	1.2755 9375
4	.838 6159	1.1636 8552	1.2136 8920	1.2837 9435	1.3337 9803
5	.866 6365	1.2182 8954	1.2682 9322	1.3419 9863	1.3919 10231
6	.894 6571	1.2727 9354	1.3227 9722	1.4002 10291	1.4502 10659
7	.922 6777	1.3272 9755	1.3772 10123	1.4585 10720	1.5085 11088
8	.950 6982	1.3818 10156	1.4318 10524	1.5168 11148	1.5668 11516
9	.978 7188	1.4363 10557	1.4863 10925	1.5751 11577	1.6251 11945
10	1.007 7401	1.4908 10957	1.5408 11325	1.6334 12005	1.6834 12373
11	1.036 7615	1.5454 11359	1.5954 11727	1.6917 12434	1.7417 12802
12	1.065 7828	1.6000 11760	1.6500 12128	1.7500 12862	1.8000 13230

Current Improvement shall be 5% of
the Bachelor Degree Minimum

Non Degree Driver Education Teachers (Behind-the-Wheel Instructors)

During the 1969-70 term, non-degree Driver Education Teachers shall be contracted for 1810 hours annually at \$7599.18, including two-weeks vacation (one (1) at Christmas and one (1) in the spring) as follows:

38 weeks, 35 hours per week \$146.95
12 weeks, 40 hours per week \$167.94

APPENDIX "A"

Salary Schedule 1970 - 1971

Step	Non Degree		A B Degree		A B + 30 Hrs.		M A Degree		M A + 30 Hrs	
	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount
1	.754	6032	1.0000	8000	1.0500	8400	1.1091	8873	1.1591	9273
2	.782	6256	1.0545	8436	1.1045	8836	1.1673	9338	1.2173	9738
3	.810	6480	1.1091	8873	1.1591	9273	1.2255	9804	1.2755	10204
4	.838	6704	1.1636	9309	1.2136	9709	1.2837	10270	1.3337	10670
5	.866	6928	1.2182	9746	1.2682	10146	1.3419	10735	1.3919	11135
6	.894	7152	1.2727	10182	1.3227	10582	1.4002	11202	1.4502	11602
7	.922	7376	1.3272	10618	1.3772	11018	1.4585	11668	1.5085	12068
8	.950	7600	1.3818	11054	1.4318	11454	1.5168	12134	1.5668	12534
9	.978	7824	1.4363	11490	1.4863	11890	1.5751	12601	1.6251	13001
10	1.007	8056	1.4908	11926	1.5408	12326	1.6334	13067	1.6834	13467
11	1.036	8288	1.5454	12363	1.5954	12763	1.6917	13534	1.7417	13934
12	1.065	8520	1.6000	12800	1.6500	13200	1.7500	14000	1.8000	14400

Current Improvement shall be 5% of
the Bachelor Degree Minimum

Non Degree Driver Education Teachers (Behind-the-wheel Instructors)

During the 1970-71 term, non-degree Driver Education Teachers shall be contracted for 1810 hours annually at \$8271.21, including two-weeks vacation (one (1) at Christmas and one (1) in the spring) as follows:

38 weeks, 35 hours per week	\$159.94
12 weeks, 40 hours per week	\$182.79

APPENDIX "B"

1969-70 - 1970-71

1.000 Teaching Assignments

- 1.100 Professional work beyond school year -
2.63% per week. (AB Minimum)
- 1.200 Hourly Substitute - \$5.70 per hour
- 1.300 Evening High School: 1969-70, \$6.50 per hour
1970-71, 4.19% AB Minimum per semester
- 1.400 Overload Assignment:
High School - 8.3% AB Minimum per semester
Intermediate - 7.5% AB Minimum per semester

2.000 Advisors and Sponsors

- 2.100 High School Dramatics 3-4-5 AB Minimum
- 2.200 High School Yearbook 3-4-5
- 2.300 High School Newspaper 3-4-5
- 2.400 "Crest" and "Signet" 3-4-5
- 2.500 Stagecraft 3-4-5
- 2.600 Debate 3-4-5
- 2.700 Audio Visual (Handy) 3-4-5

3.000 Special Education*

- 3.100 Orthopedic, Physical Therapist, 8-9-10 AB Minimum
Diagnostician & Social Workers
- 3.200 Special Education Teachers 7-8-9
- 3.300 Senior Designation 1-

* The stipend for Special Education shall be granted persons with Special Education Certification teaching programs reimbursed by the State; provided, however, that Janet Schneider and Ted Harbourne shall receive said allowance for the duration of this contract as long as they continue to teach "Basic Education" courses.

4.000 Activities Supervision

- 4.100 School Plays - \$5.00 per event
- 4.200 Bus Chaperon - \$7.50 per event
- 4.300 Noon Duty:
(Intermediate School) - 4% AB Minimum per semester
- 4.400 Study Hall:
(High School as an extra assignment) - 7.5% AB Minimum per semester
- 4.500 Noon Duty, Hall Duty:
(High School) - 5% AB Minimum per semester

cont

Appendix "B" --2.

5.000 Coaching and Athletic Assignments

5.100 High School:

5.110	Football & Basketball, Head	18-19-20-21-22	AB Minimum
5.111	Football & Basketball, Asst.	8- 9-10-11-12	
5.120	Wrestling & Swimming, Head	11-12-13-14-15	
5.121	Wrestling & Swimming, Asst.	5- 6- 7- 8- 9	
5.130	Baseball & Track, Head	7- 8- 9-10-11	
5.131	Baseball & Track, Asst.*	4- 5- 6- 7- 8	
5.140	Golf, Tennis & Cross Country	4- 5- 6	
5.150	Equipment Manager	6- 7- 8- 9-10	
5.160	Trainer	8- 9-10-11-12	
5.170	Faculty Manager	7- 8- 9-10-11	
5.180	Girls Intramurals, per semester	2- 3- 4	
5.190	Cheerleading Coach, per semester	2- 3- 4	

* An assistant coach promoted to head coach in the same sport will proceed to next percentage.

5.200 Intermediate Schools

5.210	Football or Fall Intramurals	4- 5- 6	AB Minimum
5.220	Basketball or Winter Intramurals	5- 6- 7	
5.230	Track or Spring Intramurals	4- 5- 6	
5.240	Girls' Intramurals, per season including Cheerleading	4%	

6.000 Miscellaneous

6.100	Travel Allowance	10¢ per mile	
6.300	Music:		
6.310	Marching Band	\$300	
6.320	Band Bounce & Merry-Go-Round	\$300	
6.321	Choreography & Dramatics	\$ 75	
6.322	Band Director	\$300	
6.323	Vocal Director	\$300	
6.330	Junior Youth Symphony, per sem.	\$300	
6.331	Handy Saturday classes for beginners and intermediate, per semester	\$450	
6.400	Science Supply Coordinator	5% AB Minimum	
6.500	High School Department Chairman over 24 teachers	2%	
6.600	Deans	10-11-11	AB Minimum
6.700	Counselors	2- 3- 4	
6.800	Coordinator	8- 9- 10	
6.900	Intern Consultant	3- 4- 5	

7.000 Summer School

7.110	Elementary (per session)	11.0% AB Minimum
7.200	High School (per class)	5.5%

The present over-rate per year paid the Central High Football Coach, which has existed for many years, will continue for the duration of his employment under this agreement.

APPENDIX "C"

SCHOOL CALENDAR 1969-70

SEPTEMBER	1	-----	Holiday, Labor Day
SEPTEMBER	2	-----	Pre-School Conference
"	3	-----	" " "
OCTOBER	23	-----	M.E.A. Conference
"	24	-----	" "
NOVEMBER	27	-----	Holiday, Thanksgiving
NOVEMBER	28	-----	Vacation
DECEMBER 20-JANUARY	4	-----	Christmas Vacation
JANUARY	30	-----	High School Record Day
FEBRUARY	13	-----	Elementary & Intermediate Record Day
MARCH	27	-----	Holdiaiy, Good Friday
MARCH 28-APRIL	5	-----	Spring Vacation
JUNE	12	-----	Record Day
"	12	-----	School Closes


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

* * *

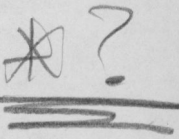
This Letter of Understanding will be a supplement to our collective bargaining agreement dated November 12, 1969, between the Board of Education and the Bay City Education Association. Its purpose is to clarify the implementation of the Board of Education's decision to teach public school classes in 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 a parochial school campus. 

7. It is agreed that this Letter of Understanding expires on June 30, 1970.

BAY CITY EDUCATION ASSOCIATION

By /s/ James Ryan

Members of Negotiating Team

/s/ Albert Hoffman

/s/ Thomas Drummond

/s/ James Hoyle

/s/ Nancy Yant

/s/ Laurence Estes

/s/ Curtis Lather

BAY CITY BOARD OF EDUCATION

By /s/ Paul Rowley

Members of Negotiating Team

/s/ William Lambert

/s/ Elwyn Bodley

/s/ Mark Bascom

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 November 12, 1969, 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 are agreed 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 dependant upon the colleges and universities agreeing to the \$4.50 weekly rate proposed by the Association.

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

3. It is agreed this Letter of Understanding expires on June 30, 1970.

Letter of Understanding
Between
The Bay City Education Association
And
The Board of Education of Bay City, Michigan

2/

dated

BAY CITY EDUCATION ASSOCIATION

By /s/ James Ryan

Members of Negotiating Team

/s/ Albert Hoffman

/s/ Thomas Drummond

/s/ Nancy Yant

/s/ James Hoyle

/s/ Laurence Estes

/s/ Curtis Lather

BAY CITY BOARD OF EDUCATION

By /s/ Paul Rowley

Members of Negotiating Team

/s/ William Lambert

/s/ Elwyn Bodley

/s/ Mark Bascom

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 November 12, 1969 between the Board of Education and the Bay City Education Association. Its purpose is to clarify the basis of payment for supervising teachers.

1. High school study hall assignments currently assigned as part of the regular assignment defined in section 25.416 of the Master Agreement will be continued for the 1969-70 school term. In 1970-71, study hall assignments shall conform to section 25.418.

2. It is agreed this Letter of Understanding expires on June 30, 1970.

BAY CITY EDUCATION ASSOCIATION

By /s/ James Ryan

Members of Negotiating Team

/s/ Albert Hoffman

/s/ Thomas Drummond

/s/ Nancy Yant

/s/ James Hoyle

/s/ Laurence Estes

/s/ Curtis Lather

BAY CITY BOARD OF EDUCATION

By /s/ Paul Rowley

Members of Negotiating Team

/s/ William Lambert

/s/ Elwyn Bodley

/s/ Mark Bascom

REQUEST FOR CHANGE OF ASSIGNMENT

Name _____ Date _____

Present Assignment _____ School _____

Request Change To _____

Reasons:

☐ Applications for positions in the elementary and intermediate divisions should be filed with the Assistant Superintendent for Elementary and Intermediate Schools.

☐ Applications for positions at the high school level should be filed with the High School Principal.

☐ Check here if you desire a personal conference. Please indicate preferred date and time below.

R E Q U E S T F O R S A L A R Y A D J U S T M E N T

Name _____ Date _____

School _____

Credits Earned _____ (Semester, Term) Hours

Effective Date _____

University/College _____

I hereby request advancement to the _____ Schedule.
(indicate B.A., B.A.+30, M.A., M.A.+30)

To The Teacher:

Evidence of Credits earned must be attached.

PROBATIONERS-SPONSORS LIST

School _____ Date _____

To be prepared by the Principal and submitted to the
Building Committee Chairman during the second week
of the school term.

Probationers and Year of Probation	Sponsors

PRINCIPAL-PROBATIONER-SPONSOR MEETINGS

(To be completed after each conference deadline by the Principal and submitted to the Building Committee Chairman.)

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

Principal _____

Date _____

PROBATIONER-SPONSOR ASSIGNMENT

(To be prepared by the Chairman of the Building Tenure Committee and submitted to the Chairman of the City-Wide Tenure Committee.)

Probationer_____ Sponsor_____

For Probationer:

ARE YOU WORKING WITH YOUR SPONSOR?

ANY COMMENTS?

For Sponsor:

ARE YOU WORKING WITH YOUR PROBATIONER?

ANY COMMENTS:

Please return this slip not later than_____

Signed_____ Building Chairman_____

SPONSORS REPORT

School _____ Date _____

Probationer _____ Sponsor _____ Principal _____

Probationer's Year: First _____ Second _____ Third _____

Conference First _____ Second _____ Third _____

Committee report concerning pertinent data relating to progress of Probationer.

Copies to: Probationer _____
Principal _____
Building Tenure Committee _____

Report:

BAY CITY PUBLIC SCHOOLS
Bay City, Michigan

A SCORE CARD FOR TEACHING SERVICES

Teacher's Name _____ School _____

	SATISFACTORY	IMPROVEMENT NEEDED	IN NEED OF HELP	COMMENTS
<u>GROWTH IN PUPIL-TEACHER RELATIONS:</u>				
1. Teacher is fair and impartial.				
2. The teacher creates an atmosphere of cheerfulness and cordiality in the learning situation. (Classroom.)				
3. The teacher is courteous and friendly in his relationship with pupils and displays a good sense of humor.				
4. Contributions and efforts of individual pupils are given recognition.				
5. Pupils take responsibility and self direction seriously; cooperative and sportsmanlike behavior is evident.				
6. Plans are adapted to meet individual and group needs and changing circumstances.				
7. The teacher's explanations are clear and adequate.				
8. Pupils' learning tasks are purposeful and functional.				
9. Pupils and teachers set standards for individual and group achievement in terms of child growth and development				
10. Teacher's leadership is evident -- planning, discipline, adequate records of pupil progress.				
11. Provides healthful and attractive environment as far as circumstances permit.				

	SATISFACTORY	IMPROVEMENT NEEDED	IN NEED OF HELP	COMMENTS
12. Problems are presented in a manner which stimulates pupils to contribute to the solution.				
13. Helps pupils to use a variety of source materials and develop efficient study habits.				
14. Teacher employs a variety of approaches and motivation in presenting material, including judicious use of resource people, field trips, visual aids, etc.				
15. Helps children develop and strengthen their moral and ethical qualities.				
<u>DEVELOPMENT OF PERSONAL QUALITIES :</u>				
I. <u>Conduct and Appearance</u>				
A. Is physically fit and able to carry on his duties. Is regular in attendance.				
B. Is well-groomed, poised, and dresses appropriately.				
C. Is emotionally balanced and mature.				
D. Employs language well both orally and in writing.				
II. <u>Professional Relationship with Staff</u>				
A. Solicits and gracefully accepts suggestions from supervisors and administrators.				
B. Accepts his share of curricular and extra-curricular activities.				

A Score Card for Teaching Services (cont.)

	SATISFACTORY	IMPROVEMENT NEEDED	IN NEED OF HELP	COMMENTS
C. Works harmoniously with his colleagues and is generous in appraisal of the behavior and motives of others.				
D. Does not over-emphasize his own work.				
E. Carries out school policies cheerfully and loyally.				
III. <u>As A Member of The Community</u>				
A. Is sympathetic in understanding parents in the community.				
B. Is successful in favorably representing the highest type of service.				
<u>PROFESSIONAL GROWTH:</u>				
I. <u>Respect for Profession</u>				
A. Considers teaching an opportunity for the highest type of service.				
B. Supports its professional organizations.				
C. Takes responsibility for own professional growth.				
D. Supports civic organizations which promote the community's welfare.				
E. Strives for a broad cultural background, either through further study, travel, outside interests, etc.				

ANECDOTAL INFORMATION

_____ having satisfactorily
completed the probationary period is hereby recommended for
permanent tenure in the Bay City Public Schools.

Principal

Sponsor

Chairman, Tenure Building Committee

Date

BAY CITY PUBLIC SCHOOLS
Bay City, Michigan

RECOMMENDATIONS TO THE SUPERINTENDENT

PROBATIONER _____ SPONSOR _____
SCHOOL _____ DATE _____

COMMENTS:

Sponsor

Tenure Building Chairman

Prepare in duplicate: 1 copy for probationer's tenure file.
1 copy forwarded by principal to superintendent.

BAY CITY PUBLIC SCHOOLS
Bay City, Michigan

PRINCIPAL'S RECOMMENDATION TO THE SUPERINTENDENT

Probationer _____ Sponsor _____

School _____ Date _____

Comments:

(Signed) _____
Principal

BAY CITY PUBLIC SCHOOLS
Bay City, Michigan

DEPARTMENT CHAIRMAN'S RECOMMENDATION

Probationer _____ Sponsor _____
School _____ Date _____

Comments:

Signed _____
Department Chairman