

# **AGREEMENT**

**between**

**BAY CITY PUBLIC SCHOOLS**

**and**

**BAY CITY EDUCATION ASSOCIATION**

**COVERING THE YEARS:**

**2025-2026**

**2026-2027**

**2027-2028**

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## **1.000 PREAMBLE**

### **1.100**

This Agreement is entered into the 2nd day of September 2025, by and between the Bay City Education Association, Inc., a voluntary Michigan corporation, hereinafter called the "Association" and the School District of the City of Bay City, Counties of Bay and Saginaw, Michigan, hereinafter called the "District". The signatories shall be the sole parties to this Agreement.

### **WITNESSETH:**

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

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

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

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

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

All Articles of this Collective Bargaining Agreement will apply to Great Start Readiness Program Lead Teachers (GSRP LT) unless specifically stating that the Article does not apply to GSRP LT.

For the purposes of this Collective Bargaining Agreement, the Associate Superintendent of Human Resources and Employee Relations or designee, shall hereafter be referred to as the "HR Office".

For the purposes of this Collective Bargaining Agreement, the Board and the Bay City Public Schools shall hereafter be referred to as the "District".

## **2.000 RECOGNITION**

### **2.100**

The District hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 336 Public Acts of 1947 as amended by Act 379, Public Acts of 1965, for all full-time and regular part-time instructionally related personnel certified, non-certified, or non-endorsed teachers so designated by the State Board of Education, whether under contract, on leave, or on a per diem, hourly or class rate basis, including those in probationary period, on tenure and including but not limited to the following: classroom teachers, deans of

students, guidance counselors, librarians, school psychologists and social workers, speech, hearing and physical therapist, visiting teachers, advising or critic teachers, other teachers or special areas of education, coordinators, driver education instructors, Great Start Readiness Program Lead Teachers (GSRP LT), and all other non-supervisory certified and instructionally related personnel and non-certified, non-endorsed teachers on the classroom teacher's salary schedule employed, or to be employed by the District (whether or not assigned to a public school building), but excluding day-to-day substitute teachers and such supervisory personnel such as, but not limited to, the superintendent, assistant superintendents, principals, assistant principals, and employees covered by other collective bargaining agreements.

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

## **2.200**

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

## **3.000 RIGHTS OF THE ASSOCIATION**

### **3.100**

Pursuant to Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, (PERA), the District agrees that teachers covered by this Agreement shall have the rights freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The District agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the above mentioned acts or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the District, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### **3.200**

The District specifically recognizes the right of its teachers to invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such a public agency, or an arbitrator appointed pursuant to the provision of this Agreement.

### **3.300**

The Association shall continue to have the right to use school building facilities at all reasonable hours for meetings subject to the current District policy and guidelines established for use of school facilities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards, school mail and

other established media of communication shall be made available to the Association and its members. The Association shall be a daily stop on the District's regularly scheduled intra-school mail delivery system.

### **3.400**

The District agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: Annual Financial Reports and Audits, registers of certificated personnel, tentative budgetary requirements and allocations, 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.

### **3.500**

The District 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 District with respect to said matters prior to their adoption and/or general publication.

It is agreed and recognized that except for expenditures contained in any Annual Budget which are required by the terms of this Agreement, or the PERA, the authority to adopt all parts of the Annual Budget of the District resides exclusively with the District 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 lack thereof, shall be grounds for discipline or discrimination with respect to their professional employment.

The private and personal lives of teachers are not normally within the purview of the District. Additionally, teachers retain the right to address concerns through any and all legal remedies.

### **3.700**

The terms of this Agreement shall be applied without discrimination based on race, creed, religion, color, national origin, sexual orientation, age, gender, marital status, height, weight, or physical or mental disability. No teacher shall be denied membership in the Association due to race, creed, religion, color, age, gender, marital status, national origin, height, weight, sexual orientation, physical or mental disability.

### **3.800**

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

## **4.000 RIGHTS OF THE DISTRICT**

### **4.100**

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

## **5.000 PAYROLL DEDUCTIONS**

### **5.100**

Upon written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, insurance programs, or any other plans or programs jointly approved by the Association and the District, to the extent allowable by law.

## **6.000 VACANCIES, PROMOTIONS AND TRANSFERS**

### **6.100**

Both parties agree that students have the right to be taught by teachers who are within their areas of competence and who are certified and endorsed.

Vacancies are unfilled or newly created positions within the bargaining unit.

Staffing will be done in a manner that is not arbitrary or capricious.

Teachers will be considered for vacancies.

### **6.200**

All vacancies or newly created positions within the bargaining unit, being filled outside of the building, shall be emailed to teachers, and posted on the District's website as they occur, at least five (5) days before being filled.

### **6.230**

Teachers seeking a vacant or newly created position must submit an application, including a cover letter indicating the specific position(s)/building(s), within five (5) days of the posting. Job postings shall include basic job-related requirements and descriptions outlining essential job functions, minimum qualifications, and physical demands. Before filling the position, the District shall review the qualifications of all applicants and communicate decisions.

**6.235**

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

**6.300 ADMINISTRATIVE VACANCIES**

Administrative vacancies shall be emailed to teachers and posted on the District's website as they occur but not less than five (5) business days before being filled. The District's decision on the final selection of the candidate shall be final.

**6.301**

A teacher accepting an appointment to an administrative position, whether permanent or temporary (e.g., interim, acting), may return to the bargaining unit at the salary step they would have reached. However, all other rights will be frozen from the time they left the bargaining unit. If a teacher returns within one (1) calendar year, they shall retain full rights.

**6.302**

A teacher who accepts a District administrative assignment may return to the bargaining unit at the salary step they would have reached if they had remained in the unit. However, all other rights will be frozen from the time they leave the bargaining unit. A member who returns to the bargaining unit within one (1) calendar year will regain full rights. A teacher wishing to return to the bargaining unit must notify both the District and the Association before May 1 of the prior school year.

**6.303**

Teachers awarded or assigned temporary administrative assignments for more than one (1) semester/trimester shall be excluded from the BCEA bargaining unit. During this period, they shall possess full administrative authority and power per District policies.

**6.304**

Teachers assigned temporary assignments for one (1) semester/trimester or less shall remain in the BCEA bargaining unit. These temporary administrators shall have no supervisory authority over other employees (BCEA Members) in matters such as evaluation, discipline, hiring, or termination.

**6.305**

Teachers seeking an appointment to administrative or supervisory assignments must submit a written application.

**6.400 TRANSFERS****6.401**

Involuntary transfers shall be minimized. The District has discretion to involuntarily transfer a teacher into a position for which they are certified or endorsed for a reason that is neither arbitrary or capricious.

### **6.500**

The District has discretion to voluntarily transfer a teacher into a position for which they are certified and endorsed.

### **6.600**

Should a building's needed positions require a reduction in staff, the Association will be made aware of positions available for teacher reassignment.

## **7.000 EARNED SICK TIME AND SICK LEAVE BANK**

### **7.100**

The primary purpose of the annual earned sick time allotment is to allow time for teachers to handle medical needs as outlined below. Unused days from annual earned sick time become accumulated earned sick time which accumulate annually without limit.

The primary purpose of accumulated earned sick time is to cover the absence of a teacher beyond the annual earned sick time allotment.

#### **1. Use of Earned Sick Time:**

- a. Employees may use any of their accrued earned sick time in half (½) day increments.
- b. Notice of the need to take earned sick time off shall be given to the employee's immediate supervisor within the three (3) workdays prior to using earned sick time, if known; or as soon as the paid sick time need is foreseeably known.
- c. Earned sick time shall be allowed for the following purposes:
  - i. The employee's own mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or for preventative medical care for the employee.
  - ii. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or for preventative medical care for a family member of the employee.
  - iii. Situations where the employee or a family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or result from the domestic violence or sexual assault.
  - iv. For a meeting at a child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.
  - v. For the closure of an employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of an official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee or employee's family member's presence in the community would jeopardize the health of



others because of the member's or family member's exposure to a communicable disease

- d. "Family member" as used in this Article, shall include:
    - i. A biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis.
    - ii. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
    - iii. A person to whom the employee is legally married under the laws of any state or a domestic partner.
    - iv. A grandparent.
    - v. A grandchild.
    - vi. A biological, foster or adopted sibling.
    - vii. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
  - e. Any employee who utilizes paid sick time shall not be required to search for or secure a replacement worker as a condition for using earned sick time.
2. Earned Sick Time Usage Exceeding Three (3) Consecutive Days:
- a. An employer may require an employee who has used more than three (3) consecutive days of earned sick time to provide reasonable documentation that the earned sick time has been used for an appropriate purpose. Upon request, the employee must provide documentation in a timely manner. Documentation signed by a health care professional indicating that earned sick time is necessary is considered reasonable documentation.
  - b. In cases of domestic violence or sexual assault, one (1) of the following types of documentation selected by the employee is considered reasonable documentation:
    - i. A police report indicating that the employee's or the employee's family member was a victim of domestic violence or sexual assault.
    - ii. A signed statement from a victim and witness advocate affirming that the employee or a family member is receiving services from a victim services organization.
    - iii. A court document indicating that the employee or family member is involved in legal action related to domestic violence or sexual assault.
  - c. The employer must not require that the documentation explain the nature of the illness or the details of the violence. If the employer decides to require documentation for earned sick time, the employer must pay for all out-of-pocket expenses the employee incurs in obtaining the documentation.
  - d. An employer shall not require disclosure of details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical conditions as a condition of providing earned sick time. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or an employee's family member, the employer must treat that information as confidential and not disclose that information except with the permission of the affected employee.

## **7.200**

The annual earned sick time allotment will be granted at the rate of five (5) days per semester for a total of ten (10) earned sick time allotment days per year. Any earned sick time days that are

not used will become accumulated earned sick time days. Accumulated earned sick time days will be available to the teacher on the District's employee information digital platform.

### **7.300**

Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the District the difference between the allowance under the Workers' Compensation Law and their regular salary for the duration of the illness and the differences shall be charged against earned sick time. The teacher shall receive their full salary and insurance benefits from the District as long as earned sick time allotment (including Sick Leave Bank) benefits are received. A teacher who is absent due to an injury sustained from an assault while performing their duties shall not have the absence counted against their earned sick time.

### **7.400 SICK LEAVE BANK**

To afford the maximum protection against a prolonged illness, the following Sick Leave Bank shall be established for all teachers except GSRP Lead Teachers covered by this Agreement. They shall participate as follows:

#### **7.401**

New teachers shall contribute one (1) earned sick time allotment to the Bank from their first earned sick time allotment.

#### **7.402**

Whenever the Sick Leave Bank falls below one thousand five hundred (1,500) days, the Sick Leave Bank Appeal Board shall assess each teacher the number of days of their earned sick time allotment necessary to ensure the Sick Leave Bank attains a minimum of two thousand (2,000) days. The number of days assessed for each teacher shall be the same.

#### **7.403**

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

#### **7.404**

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

#### **7.405**

Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the HR Office.

#### **7.406**

A maximum of one hundred eighty (180) days may be granted per application to the Sick Leave Bank.

The District and the Sick Leave Bank Appeal Board will require an employee to apply for long-term disability (LTD) benefits after reaching the one hundred eighty (180) day CDSW waiting period. Sick Bank Leave coverage will discontinue once LTD coverage begins.

**7.407**

Additional days up to one hundred eighty (180) may be granted at the discretion of the Sick Leave Bank Appeal Board.

**7.408**

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

**7.409**

If it appears that a teacher is abusing the above policy the Sick Leave Bank Appeal Board or Superintendent may direct the teacher to be examined by up to two (2) doctors of the District's choosing to determine if the illness or injury is valid. The Sick Leave Bank Appeal Board will require such examination if requested to do so by the Superintendent.

**7.410**

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

**7.411**

The Sick Leave Bank Appeal Board shall consist of the four (4) elected BCEA officers and chairperson of the appropriate committee of the Bay City Education Association, and the Superintendent or their designated representative.

**7.412**

No teacher will be credited with annual earned sick time allotment while drawing from the Sick Leave Bank until they have reported back to work.

**7.413**

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

**7.414 Sick Bank/Leave Application Procedures**

Application materials are available from the HR Office. Once completed, applications must be submitted to the HR Office.

Required Documentation:

- FMLA Application Form
- Sick Bank Leave Application Form
- Medical Information Release Form
- Medical/Surgical Information Form

Incomplete or improperly completed forms will result in automatic denial of the application.

It is the employee's responsibility to provide all necessary and updated medical documentation. This includes any additional medical information relevant to the leave request. Updates should be submitted directly to the HR Office for review. Only the information provided will be considered.

Required documentation includes, but is not limited to:

- Extension of Medical Leave Form (must include current date)
- Description of medical condition and treatment plan
- Detailed explanation of any work restrictions or limitations
- Estimated return-to-work date

If work restrictions exist, the treating physician must complete the appropriate form provided in the Sick Leave Bank application packet, outlining the nature of the restrictions and any accommodations required for the employee's return to work.

Employees who disagree with the denial of their Sick Bank application may reapply. The reapplication must include the original forms that were incomplete or led to denial, properly completed, or new and relevant medical information not previously submitted.

All Sick Leave Bank applications will be reviewed within five (5) working days of submission.

## **7.500**

Before a teacher will be granted earned sick time for maternity leave, the teacher must present to the HR Office written documentation from a physician indicating the need for maternity leave.

A teacher on maternity leave must notify the HR Office:

1. When the baby has been delivered,
2. Within six (6) weeks after the baby has been delivered, the teacher must submit a doctor's statement saying whether or not she is able/unable to return to work. If the HR Office does not receive a doctor's statement from the teacher, pay will be withheld pending the teacher producing a return-to-work statement or a request for leave.

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

## **8.000 LEAVE OF ABSENCE**

### **8.050**

Any teacher whose personal illness extends beyond the period provided under Article 7.000 shall be granted an unpaid leave of absence for the duration necessary to fully recover, up to three (3) years. Upon returning from leave, the teacher shall retain all seniority accrued prior to the leave and shall be placed on the salary step they would have attained had the leave not been taken.

**8.075**

The Family Medical Leave Act (FMLA) entitles teachers to the appropriate provisions and qualifying leave where applicable. FMLA shall run concurrently with other leaves where applicable. FMLA eligibility during a leave year, including Military Caregiver Leave, shall be calculated pursuant to law.

**8.100**

A teacher shall accumulate seniority for those leaves of absence for which they receive compensation.

**8.200**

Leaves of absence with pay chargeable against the teacher's annual earned sick time allotment shall be granted up to a maximum of ten (10) earned sick time days and four (4) personal business days which may be used as sick leave.

**8.201**

Four (4) personal business days will be granted on the first teacher workday in August. Personal business days do not accumulate but may be rolled over to each employee's accumulated earned sick time allotment if not used by June 30.

Personal business days cannot be used the day before or the day after a holiday or vacation period, the first or the last day of the school year, November 15, or any break designated in Appendix "C" during the 2025-26 school year, and will have limited availability, beginning with the 2026-27 school year. Personal business days may be taken as full or half days only, and, beginning in the 2026-27 school year, requests past five percent (5%) of teachers making a request for the same day will be denied. Requests must be submitted to the HR Office by 4:00 p.m. on the first Friday after Labor Day. Requests meeting the deadline will be approved for up to five percent (5%) of the teachers, based on District seniority.

**8.300**

Leaves of absence with pay not chargeable against the teacher's annual earned sick time allotment shall be granted for the reasons listed in the following articles.

**8.301**

A bereavement-leave for a maximum of three (3) days to attend services or grieve for a death in the immediate family: Spouse, father/stepfather, mother/stepmother, brother/stepbrother, sister/stepsister, children/stepchildren, grandchildren/step grandchildren, and grandparents/step grandparents.

Additional bereavement time, if needed, shall be charged against the teacher's annual earned sick time allotment (Article 8.200) or accumulated earned sick time (Article 7.100).

**8.302**

A bereavement leave of one (1) day to attend services or grieve for a death of mother-in-law, father-in-law, brother-in-law, or sister-in-law.

Additional bereavement time, if needed, shall be charged against the teacher's annual earned sick time allotment (Article 8.200) or accumulated earned sick time (Article 7.100).

### **8.303**

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

### **8.304**

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

### **8.305**

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

### **8.306**

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

### **8.400**

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

Additional dock days beyond the five (5) dock days may be granted at the discretion of the HR Office for:

1. emergency circumstances beyond leaves of absences provided in this Article,
2. extraordinary opportunities.

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

### **8.500**

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

### **8.600**

A parental leave of one (1) year shall be granted without pay. Extension shall be granted for each of four (4) succeeding years upon application in writing prior to December 15, or March 1. A teacher returning from leave provided in this paragraph shall be placed on the next step of the salary schedule from which they went on leave and shall return with seniority and earned sick time days accumulations enjoyed at the time the leave was granted.

**8.700**

Leaves of absence shall be granted up to two (2) years to any teacher who enlists in the Peace Corps as a full-time participant. Such teacher shall be restored to employment with the District and shall be given the benefits of any increments, seniority which would have been credited to them had they remained in active service with the District, 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 their teaching assignment at the outset of the semester/trimester immediately following such discharge from service. Earned sick time days accumulation shall be the same as enjoyed at the time the leave was granted.

**8.800**

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

**8.900**

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

**8.1000**

A teacher elected for a full-time public office which takes them from their teaching duties with the District, shall upon prior written request, receive a leave of absence without pay for a single term of such office. Extensions may be granted at the discretion of the HR Office. Such a teacher shall return with all earned sick time days accumulation and seniority enjoyed at the time the leave was granted.

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

**8.1010**

A teacher granted leave under the provisions of 8.500, 8.600, 8.700, 8.800, 8.900 and 8.1000 must apply for re-employment on or before March 1, prior to the school year in which re-employment

is desired or as follows for requests within the school year; December 1 for the second semester or Spring trimester; October 15 for the Winter trimester.

## **8.1100 SABBATICAL LEAVE**

### **8.1110 Purpose**

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

### **8.1120 Qualifications**

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

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

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

### **8.1130 Application**

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

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

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

### **8.1140 Compensation**

A sabbatical leave of absence approved for one (1) semester or trimester will carry an allowance of one-half (1/2) of the full contractual salary for that period subject to such deductions as are required by law, District regulation, or teacher election. A sabbatical leave of absence approved for the academic year will carry an allowance of half of the annual contractual salary subject to such deductions as are required by law, District regulations, or teacher election.

A teacher granted such leave shall advance on the salary schedule, as if they have been working in the District.



### **8.1150 Status While on Sabbatical Leave**

A teacher on sabbatical leave shall be considered to be in the employ of the District and shall have a contract.

Full insurance benefits as set forth in Article 29.000 shall be provided to teachers on sabbatical leave.

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

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

Teachers shall be responsible for notifying where their payroll checks should be electronically deposited during the period of sabbatical leave.

### **8.1160 Status On Return From Sabbatical Leave**

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

### **8.1170 Review Committee**

A Sabbatical Leave Review Committee of six (6) persons will be established. The BCEA and Superintendent will each appoint three (3) members.

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

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

### **8.1180 Selection**

The Superintendent shall make any appointments from those recommended by the Review Committee. The Superintendent's decision regarding appointment(s) will be final.

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

### **8.1190 Obligation**

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

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

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

## **9 000 RELEASED TIME**

### **9.100**

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

Should the Association President or their designee, elect to teach during a semester, trimester, or for the entire year, they shall be released no more than five (5) workdays per semester or four (4) workdays per trimester. In calculating the workdays, days missed for meetings called by the District or as provided by Article 24.400 or 24.405 and 24.406 shall not count. The Association shall reimburse the District for fifty percent (50%) of the expenses incurred by the District in continuing the classroom service normally provided by the Association President.

The released time BCEA Association President or designee's assignment is not a vacancy, and they shall be reassigned to the same or similar position if returning to the classroom.

## **10.000 TEACHER EVALUATION**

This section shall apply to evaluating a "teacher" covered under Teachers' Tenure Public Act 4 of 1937. This section does not apply to GSRP Lead Teachers or school counselors not covered by the Teachers' Tenure Public Act 4 of 1937.

### **10.100**

The teacher evaluation 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, remote monitoring of computers, and similar surveillance devices shall be strictly prohibited, except evaluators may use technology consistent with the evaluation tool and process.

### **10.140**

The contractual performance of all teachers shall be evaluated in writing. Evaluations shall be conducted by the teacher's immediate supervisor, an administrator working in the same building, the Superintendent or their designee from the administrative staff of the District.

All teachers have the right to know who their immediate supervisor is in writing. If a teacher receives conflicting directives from different administrators, the teacher should go to their immediate supervisor and request clarification. The teacher will be notified of the resolution of the conflict.

### **10.200**

Any year end evaluation rating of teacher performance other than "Effective" asserted by the District or any agent or representative thereof shall be subject to the conditions of the collective bargaining agreement as outlined in 10.502: provided; however,

1. As to probationary teachers, the District may give such notices of non-renewal as permitted by the Michigan Teacher Tenure Act and any pending grievance procedures shall be withdrawn 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.

### **10.500 Purpose**

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

1. Afford the teacher and evaluator the opportunity to emphasize, review, and clarify responsibilities and expectations.
2. Improve instruction through the exchange of ideas.
3. Provide direction and encourage growth.
4. Provide an opportunity for the teacher to identify and decrease weaknesses.
5. Provide a written record of the teacher's strengths and weaknesses, offer opportunity for special recognition, and provide documented evidence of performance.
6. Primarily measure a teacher's performance using the evaluation tools in Appendix "D".
7. Any portion of a teacher's performance that is not measured by the evaluation tool must be based on objective criteria.
8. Afford the Administration a basis for the imposition of corrective action, if and when required.

### **10.501 Process**

The parties mutually agree to use the Charlotte Danielson Evaluation rubric, tool, and associated forms. The evaluation rubric, tool, and associated forms shall be posted to an electronic platform that is accessible to all teachers and are attached at Appendix "D".

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
  - a. Teachers shall be notified in writing no later than September 30, of each year who the

- administrator will be that conducts their year-end evaluation. If a teacher's evaluator is changed during the school year, the administration shall notify the teacher and the Association in writing of the change and the reason for the change.
- b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
  - c. The observation must include a review of pupil engagement in the lesson that is observed.
  - d. An observation shall be no less than fifteen (15) minutes.
  - e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.
  - f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than fifteen (15) school days after the observation occurred unless a longer time is mutually agreed upon between the teacher and the evaluator. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form contained in Appendix "D".
  - g. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least fifteen (15) days after the post-observation meeting. The first observation shall occur no later than December 15 of each school year.
  - h. One (1) observation may be unscheduled. The first evaluation of the school year shall not be before the second Tuesday in September or the day before or after a scheduled break or holiday.
2. The annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
    - a. Teachers will submit all evaluation artifacts, evidence, and student growth data by April 30 through the electronic evaluation platform.
    - b. The year-end evaluation will be completed no later than the second Friday in May and the evaluator and teacher may meet to review the evaluation and rating will be issued electronically that same day.
  3. Teachers who work less than sixty (60) days in any school year, or who have their evaluation results vacated through the grievance procedure or are otherwise not evaluated due to extenuating circumstances the District deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the District.
  4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
  5. The Association and District mutually agree that the evaluation process set forth in this contract shall be followed. The Association may promptly raise concerns regarding the

evaluation process with the Superintendent or designee. Any alleged violations of non-compliance with the evaluation process as described above shall be subject to the grievance process.

6. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

#### **10.502 Rights of Tenured Teachers**

1. A tenured teacher who is rated as "developing" or "needing support" shall have the following due process rights to challenge said rating:
  - a. The teacher may request a review meeting of the evaluation and the rating to the District's Superintendent. Such a request must be made in writing within ten (10) school days after the teacher is informed of the rating and a meeting with the Superintendent shall be held no later than five (5) school days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within five (5) calendar days after the meeting.
  - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission (MERC).
    - i. The request must be submitted in writing within ten (10) calendar days after the teacher receives the written response from the Superintendent.
    - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the District shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.
2. If a teacher receives two (2) consecutive ratings of needing support, the teacher may demand to use either the grievance procedure or binding arbitration with the American Arbitration Association within thirty (30) calendar days after the teacher receives the written response from the Superintendent. The arbitration is subject to the uniform arbitration act, 2012 PA 371, MCL 691.1681 to 691.1713. The arbitration described in this subparagraph must adhere to both of the following:
  - a. The arbitrator must be selected through procedures administered by the American Arbitration Association in accordance with its rules.
  - b. The arbitrator must have the authority to issue any appropriate remedy.

#### **10.504 Training**

The District will annually provide training to teachers on the evaluation tool and how it is used.

#### **10.505 Mentors**

1. All teachers who are first year probationary teachers shall be assigned a mentor or coach.
2. A teacher who is rated "needing support" or "developing" on their last annual evaluation shall be assigned a mentor or coach.
3. If a teacher has been rated "needing support" on the two (2) most recent annual year-end evaluations and requests a review of the teacher's rating the District shall not notify parents of the teacher's rating until the review has been completed.
4. If a teacher is rated as needing support on three (3) consecutive year-end evaluations, the District shall dismiss the teacher's employment in accordance with the Michigan Tenure Act.

5. Mentor teachers shall be compensated according to Appendix "B" (1.500). In order to qualify for the supplemental pay, the mentor must complete the school year as a mentor. In the event the mentor teacher only completes part of the year, payment will be prorated.
6. Mentors will be trained, tenured teachers, selected by the building administration. If necessary, the District may recruit mentors from the pool of retired teachers.
7. The following criteria will be used to match mentor teachers with mentees:
  - a. Compatibility
  - b. Certifications
  - c. Proximity
  - d. Content/Subject Area
  - e. Grade Level
  - f. Planning Time Availability
8. Teachers who wish to become mentors must complete a mentor training program and will be provided annual training and support. Mentor teachers who have completed formal training have a professional commitment to serve as a mentor, if requested, within three (3) years following completion of the mentorship training.
9. Mentor teachers may only mentor up to two (2) mentees unless mutually agreed to by the mentor, the District, and the Association to increase the number of mentees.
10. The mentor's responsibilities include:
  - a. Communication with the mentee as defined in Handbook
  - b. Completing and submitting the Mentor/Mentee Log
  - c. Attending mentor training
  - d. Scheduling visits with the mentee
  - e. Inviting visitations to the mentee
  - f. Providing feedback to the mentee

## **10.600 Individualized Development Plan and Student Growth Data**

### **10.601 Individualized Development Plan (IDP)**

1. Any teacher who receives a less than effective performance evaluation rating, all first and second-year probationary teachers, and any probationary teacher receiving an evaluation score less than eighty (80) for the previous school year shall be provided with an IDP.
2. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher.
3. Specific training recommended by the evaluator to assist the teacher in meeting the goals of the IDP such as coaching, professional development, literature, or additional resources.
4. A mid-year progress report, supported with at least two (2) classroom observations completed no later than two (2) weeks after the first semester, which is used as a supplemental tool to gauge a teacher's improvement and to assist in any needed additional improvement that is aligned with the existing IDP.
5. A mid-year progress report will not take the place of a year-end evaluation.
6. The IDP for a tenured teacher shall be considered complete and finalized upon a year-end rating of "effective".
7. Assign a mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

8. The Individualized Development Plan form is found in Appendix "D".

### **10.602 Student Growth**

Student growth is defined as change in student achievement for an individual student between two (2) or more points in time as mutually agreed by the evaluator and teacher. A Student Learning Objective (SLO) is a measurable, long-term, academic goal, informed by available data, that a teacher or teacher team sets at the beginning of the year for all students. The teacher and evaluator will follow Michigan Department of Education guidance on implementing SLOs, mutually agreed upon between the teacher and administrator.

The District shall communicate the timelines and submission dates for student growth data to teachers.

All teachers being evaluated in the current school year and providing direct instruction to students shall submit annual student growth data using the form in Appendix "D".

All teachers being evaluated in the current school year and not providing direct instruction to students shall have a student growth score determined by the District using an average of SLO data submitted district wide.

Teachers excluded from the evaluation process shall not provide student growth data for the year they are not evaluated.

#### **Excluded Student Growth Data**

May be excluded from the annual year-end evaluation for the following reasons:

- Student attendance rates
- Student mobility
- Teacher mobility
- Exceptional student-related circumstances
- Invalid test results

A teacher requesting specific student growth data to be excluded from the annual year-end evaluation shall submit in writing to their evaluator according to the student growth timeline communicated to teachers at the first staff meeting of the school year. The request must include the names of students and reasons why specific growth data shall be excluded (Appendix "D"). Individual student data may be excluded from consideration when measuring student growth upon the mutual agreement between the teacher and the evaluator.

## **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 a violation or misinterpretation or inequitable application of provisions of this Agreement, or implementation of a policy that violates this agreement, or inequitable application of District policy against teachers. It is expressly

understood that a claim based upon an event arising out of the executive management and administrative control of the District, its properties and facilities not otherwise restricted by this Agreement, shall not constitute a grievance.

#### **11.110**

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

#### **11.120**

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

#### **11.130**

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

#### **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 Association Representatives**

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

#### **11.320**

The Association shall establish a Grievance Committee.

#### **11.330**

The Building Principal or immediate supervisor shall be the administrative representative when the particular grievance arises in one (1) building. The Superintendent shall designate the administrative representative when the particular grievance arises in more than one (1) building.

#### **11.400 Informal Procedure**

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



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

### **11.500 Formal Procedure**

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

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

### **11.510 Level One**

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

The Principal shall make their disposition known within this ten (10) day period. If their disposition is not satisfactory to the Association or if no disposition is given, the grievance shall be transmitted to the HR Office for Level Two within ten (10) days after the receipt of the Level One disposition.

### **11.520 Level Two**

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

### **11.530 Level Three**

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

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

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

## **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 their Association Representative, any member of the Grievance 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 process 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 HR Office 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 EXPERIENCE ALLOWANCE**

### **12.100**

At the time of employment, the District will determine a teacher's placement on the salary schedule up to Step 13, in the appropriate lane.

## **13.000 PROFESSIONAL IMPROVEMENT**

### **13.100**

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:

### **13.200**

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.

### **13.300**

The District 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.

### **13.400**

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

### **13.500 Summer Work Stipend**

There are times when it is mutually beneficial to the teaching staff and District to hold workshops or offer programs during the summer. The purpose could be to give teaching staff the opportunity to acquire additional knowledge in content areas, additional teaching methodologies needed for the implementation of education programs, or provide direct services to students (e.g., learning math curriculum methodology, writing curriculum guides, or teaching summer school). This summer work will result in the participants being paid the summer work stipend in Appendix "B" (1.250). The existence of this stipend does not prevent the District from making available opportunities in which teaching staff may choose to participate but which are not supported by a stipend.

### **13.600 Probationary Teachers Professional Development**

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

During each of the second and the third calendar years of a probationary teacher's employment, the District shall provide four (4) professional development days. The probationary teacher shall be paid per Schedule "B" (1.550).

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

New teacher in-service days will be used towards state mandated probationary professional development days.

## **14.000 LONGEVITY**

### **14.100**

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

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

### **14.200**

In or after their seventeenth (17<sup>th</sup>) year of professional experience as defined in 14.100, a teacher's salary shall increase five percent (5%) of BA Step 3 of the salary schedule, Appendix "A".

In or after their twenty-second (22<sup>nd</sup>) year of professional experience as defined in 14.100, a teacher's salary shall increase five percent (5%) of the teacher's base salary (Degree and Step) of the salary schedule, Appendix "A".

In or after their twenty-seventh (27<sup>th</sup>) year of professional experience as defined in 14.100, a teacher's salary shall increase five percent (5%) of the teacher's base salary (Degree and Step) of the salary schedule, Appendix "A".

### **Longevity Formula**

Year 17:  $(\text{BA Step 3} \times .05) + \text{Teacher's Step 13} = \text{Teacher's Salary}$

Year 22:  $(\text{Teacher's Step 13} \times .05) + \text{Teacher's Step 13} + \text{Year 17 Longevity} = \text{Teacher's Salary}$

Year 27:  $(\text{Teacher's Step 13} \times .05) + \text{Teacher's Step 13} + \text{Year 17 Longevity} + \text{Year 22 Longevity} = \text{Teacher's Salary}$

## **15.000 PROTECTION OF TEACHERS**

### **15.100**

The District recognizes its responsibility to give all reasonable support and prompt assistance to teachers with respect to the maintenance of classroom control and discipline. The District shall

receive and consider any duly lodged grievance concerning insufficient administrative backing and support of a teacher.

#### **15.101**

The District recognizes that teachers often need assistance when instructing pupils who need special attention or treatment. The building principal will be responsible for facilitating this assistance when deemed necessary.

The parties to this Agreement recognize the need to provide all students with disabilities the opportunity to be educated consistent with the provisions of State and Federal law. They further recognize that implementation of a plan to place students in the least restrictive environment which is feasible will require equitable, careful, mutual planning among special and regular educators. The District, therefore, agrees to the development of a formal transition plan for each individual student placement; and to facilitate the participation of all affected parties in the Individualized Educational Planning Team (IEPT) process.

The child study process and special education placement process will be provided to each teacher at the beginning of each school year.

#### **15.102**

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

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

The preparation and contents of a Student Code of Conduct and the exclusion of students from classes are properly within the domain of the Administration.

#### **15.103**

- The District will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- The District and teachers will enforce the Student Code of Conduct.
- Teachers shall be invited to participate in student behavior plan decisions.

**15.200**

Any case of assault or threatened assault upon a teacher shall be promptly reported to the District or its designated representative. The HR Office will promptly report any case of assault upon a teacher to the BCEA President. The District will provide legal counsel to advise the teacher of their 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.

**15.300**

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

**15.400**

When a teacher is injured in the course of their employment with the District, all medical, surgical and hospital care and other benefits as provided by Workers' Compensation will be furnished by the District.

**15.500**

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

**15.600**

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.

**15.700**

Students are prohibited from using covert means of making any audio or visual recording of any meeting or activity at school. This policy shall be communicated to all students, and appropriate disciplinary action will be taken in the event of violations.

**15.710**

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

**15.711**

At least three (3) student session days prior to the request date of the instructional activity observation, any person who wishes to observe a teacher's instructional activity shall submit a written request to the teacher and copies of the written request to the Superintendent, or their designee, and the building principal. The written notice shall include at the minimum

1. The name, address and telephone number of the person submitting the request and the names, addresses and telephone numbers of the observers.
2. If involved in the observation in any manner, the name, address, and telephone number of the organization.
3. The requested date and time of the instructional activity observation; and

4. The specific reasons(s) for the instructional activity observation.

**15.712**

If the date and time is not acceptable to the teacher, the teacher, and the person(s) submitting the request shall agree to a mutually acceptable date and time. The teacher may limit the observers to a reasonable number of observations. Notwithstanding Article 15.700, no recording by any method (written, electronic, mechanical, etc.) shall be made. Any record made without the knowledge and permission of the teacher shall become the property of the teacher.

**15.713**

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

**15.714**

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

**15.800**

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

**15.900**

A teacher shall have at least twenty-four (24) hours advance notice in writing to request to have present one (1) or more representatives of the Association of their choice when they are 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.

**15.1000**

Any disciplinary action must commence within a reasonable amount of time after the alleged infraction is known. In extenuating circumstances, as determined by the HR Office in mutual agreement with the Association, time may be extended.

**15.1010**

Each teacher shall have the right, upon request, to review and inventory the contents of their personnel file. 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 files. 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.

**15.1020**

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

**15.1021**

All criminal investigation records must be promptly destroyed if no disciplinary action is pursued.

**15.1100**

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

Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be subject to the grievance procedure. A copy of the written disciplinary action given to the teacher will also be given to the Association President and Association Representative.

Provided, however, that as soon as the District institutes procedures under the Teacher Tenure Act against such teacher, the grievance procedure shall be suspended, as provided in Article 11.200.

No suspension without due process shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of discipline.

**15.1200 Controlled Substances**

The District supports programs aimed at the prevention of substance abuse by District employees. Pursuant to statutory authority, the District will provide preventative educational programs and refer teachers experiencing substance-dependency related problems for counseling, assistance and rehabilitation programs. Such counseling or requests for information are confidential and unrelated to performance appraisals. Leaves of absence to obtain treatment are available under Articles 7.000 and 8.000 of the current CBA.

Any teacher who is found to unlawfully use, possess, or distribute tobacco, alcohol, or illegal drugs on District property, at work sites, or during educational activities will be subject to disciplinary action, which may include termination of employment.

**16.000 EMERGENCY CLOSING/DELAY OF SCHOOL****16.100**

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



When these factors are not present prior to the opening of school, the school shall be closed.

When these factors are not present after the opening of school, the District will decide whether to dismiss the school.

#### **16.200**

When the decision to suspend or delay bus service to students is made by the District, all the schools within the District shall be closed or delayed.

#### **16.201**

If night activities are cancelled because of inclement weather, notification will be given no later than four (4:00) p.m.

#### **16.300**

Teachers shall not be required to report when schools are closed. In the event of a two (2) hour delay, teachers will report two (2) hours after their normal start time.

#### **16.400**

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

Whenever a teacher has an absence on a day when schools are closed or delayed the teacher shall not be charged for their absence, regardless of the reason. It is understood, however, that any teacher absent on a rescheduled (student instructional day/hours), at the end of the school year, shall be charged for the absence with the applicable reason.

### **17.000 SENIORITY, LAYOFF/RECALL, STAFFING, AND TRANSFERS**

#### **17.100 Seniority**

##### **17.105**

GSRP Lead Teachers shall have a separate Seniority List.

##### **17.110**

A district-wide seniority list of K-12 teachers based on length of service in this District shall be maintained.

##### **17.115**

Length of service shall be from the date the position was awarded, as evidenced by the award letter issued by the District, or start date, whichever is earlier. Seniority shall accumulate on the basis of three hundred sixty-five (365) days per year. If a teacher takes a leave of absence of one school

year or less, which does not allow the accumulation of seniority (Article 8.000), the teacher shall lose seniority only for working (duty) days missed. If a teacher takes a leave of more than one (1) consecutive school year the teacher shall lose seniority for the total calendar days missed (365 days per year).

The K-12 master seniority list (as established 1971) shall be adjusted retroactively in accordance with this Article to September 1, 2025.

#### **17.120**

When two (2) or more teachers have the same length of service, the teacher with the earliest birth date shall be considered senior.

#### **17.200 Lay-Off**

If the District is considering a reduction in the number of employed teachers, the Superintendent shall notify the Association no later than ninety (90) days before the end of the school year.

Association representatives will be communicated with during both the lay-off and the rehiring process and in the transfers and assignments that may result from such lay-offs or rehires.

#### **17.210**

Notice under this Article must be given to a teacher at least thirty (30) days before the effective date of their layoff. However, for layoffs effective in the fall semester, the District must provide notice by June 15 of the preceding school year.

#### **17.215**

Laid-off teachers shall retain their length of service and continue to accrue seniority during the layoff period. All other benefits shall be frozen and reinstated for use upon their return.

#### **17.220**

If a reduction in teaching staff becomes necessary, all decisions shall be based on the instructional positions deemed essential by the District and the certifications and endorsements required to fulfill those assignments. Within this framework:

1. Teachers with a performance evaluation rating below 'Effective' or 'Satisfactory' shall be laid off, in order of least to greatest seniority with the District.
2. If further reductions are required among teachers who have received an 'Effective' or 'Satisfactory' rating, layoffs shall be determined by seniority, with those having the least District seniority laid off first, subject to certification and endorsement requirements.

#### **17.300 Recall**

When there is an increase in teaching assignments following a lay-off, or if assignments become available through natural attrition, the laid off teachers with the most seniority having the necessary certifications and endorsements shall be the first to be recalled.

#### **17.301**

Notice of recall shall be sent to the laid-off teacher by certified or registered mail, using the address most recently provided by the teacher to the District.

**17.302**

If a laid-off teacher fails to sign a teacher contract for the full-time assignment to which they are recalled, within fifteen (15) calendar days from the date the notice is sent to them by certified or registered mail, their seniority and all other benefits with the District shall terminate.

**17.400 Staffing Procedure****17.401**

Teachers will be appropriately certified and endorsed, consistent with state law, for their respective positions.

**17.410 High School Staffing (Building-Based Process)**

Prior to the commencement of the staffing procedure the building principal and the Department Lead (DL) shall meet to discuss department staffing levels and concerns.

Within five (5) workdays after the DL meeting with the Principal, teachers in each department select a combination of three (3) yearlong or three (3) semester/trimester sections, in order of District seniority. The District may limit these selections if:

- Staffing needs cannot otherwise be met, or
- There is a documented Item of Concern.

Final teacher schedules will then be developed by the principal, taking into account the following:

- Teacher certification
- Courses previously taught
- Number of course preparations
- The overall staffing needs of the building

**17.415 Middle School Staffing (Building-Based Process)**

Teachers will remain in their position as they are currently staffed. Any vacancies resulting from retirements, leaves of absence, or other staffing changes will be communicated within the school and made available to current staff in that building.

Teachers interested in any building vacancies must notify the principal via email by the specified deadline. The principal will fill vacancies based on District seniority. This process will be continued until all choices have been exhausted and the building level staffing process has been completed.

**17.420 Elementary School Staffing (Building-Based Process)**

Teachers will remain in their position as they are currently staffed. Any vacancies resulting from retirements, leaves of absence, or other staffing changes will be communicated within the school and made available to current staff in that building.

Teachers interested in any building vacancies must notify the principal via email by the specified deadline. The principal will fill vacancies based on District seniority. This process will be

continued until all choices have been exhausted and the building level staffing process has been completed.

Special Area Teachers will be treated as their own building. Their staffing will be facilitated by a designated District administrator, using the Elementary School Staffing process.

#### **17.425 GSRP Lead Teacher Staffing**

GSRP Lead Teachers will be treated as their own building. Their staffing will be facilitated by the Director of Early Childhood Programs, using the Elementary School Staffing process.

#### **17.500 Vacant Positions**

Any teaching positions that are still open after the building-based staffing process will be declared vacant and posted in accordance with Article 6.000.

#### **17.600 Employment of Non-Certified Teachers**

If the District is unable to hire a certified teacher for a vacancy, it may contract services for up to ninety (90) student days, before employing a non-certified teacher holding the appropriate permit. This may be extended by mutual agreement.

#### **17.700 Vacant Positions**

If a teacher, who is offered a position in the District contingent upon obtaining certification, attains certification, the award letter date given by the District shall be the date they are offered the position.

### **18.000 REQUISITIONING INSTRUCTIONAL SUPPLIES/MATERIALS**

#### **18.100**

Commonly used instructional supplies are available from the office in each building.

#### **18.200**

If teachers need materials that are not available in the building, those items should be requisitioned through the Building Principal.

#### **18.300**

The District will seek input from teachers most directly involved with the operation of equipment regarding its condition, performance, and comparative value. Based on this information, the District will implement a planned replacement program for equipment which is regularly in use.

### **19.000 REPAIRS AND MAINTENANCE**

#### **19.100**

Repair or maintenance of equipment beyond that of a minor nature shall not be the responsibility of the teacher. The District agrees to maintain necessary equipment.

## **20.000 STUDENT TEACHING PROGRAM**

### **20.100**

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.

### **20.200**

Supervising teachers shall be tenured teachers possessing a Bachelor's degree and teaching in their field who voluntarily accept the assignment.

### **20.300**

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

### **20.400**

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

### **20.500**

The District agrees to make available to the student teacher the most recent building and District information to assist them during the period of student teaching.

### **20.600**

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.

### **20.700**

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 (2) supervising teachers; in such cases each supervising teacher shall submit an independent evaluation.

## **21.000 FIELD TRIPS**

### **21.100**

It is agreed that in certain situations, the classroom must be extended beyond the confines of the school building. The District will provide transportation for field trips and has the right to limit field trips to a reasonable number.

### **21.200**

Field trips outside of the school day are voluntary for teachers. Teachers on field trips scheduled for more than a half day may not be scheduled for a planning period during that school day. Teachers on field trips less than a half a school day may be scheduled for a planning period, if available.

## **22.000 ACADEMIC FREEDOM**

### **22.100**

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.

### **22.200**

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

## **23.000 TEACHING HOURS AND WORKING CONDITIONS**

### **23.100 Virtual Program**

#### **23.101**

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

#### **23.110 Elementary**

##### **23.111**

Virtual elementary classes will not be considered splits under Article 25.220. Virtual classes shall not exceed thirty (30) students.

##### **23.112**

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

**23.113**

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

**23.114**

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

**23.120 Secondary****23.121**

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

Secondary virtual teachers shall be assigned a mentor log caseload of up to seventy-five (75) students per semester. The mentor log teacher will have the responsibility of checking in with students and completing all logs for pupil accounting purposes. Special Education Teachers will only complete mentor logs for their assigned caseload.

Once a virtual teacher exceeds their mentor log caseload, the District may assign a mentor log caseload (of up to seventy-five (75) students) to a secondary teacher to maintain a full-time position.

**23.122**

Secondary teachers assigned to both the virtual and in-person programs and the majority of their assignment is in-person, shall not exceed class size or teaching loads as described in Articles 23.410 and 23.510, except in the case of an overload. No teacher shall be assigned more than one (1) overload. For example: A teacher assigned three (3) classes in person as described in Article 23.410 shall not be assigned more than two (2) different sections or classes in the virtual program, except in the case of an overload as described in the Appendix "B" (1.400).

**23.123**

Secondary teachers assigned to both the virtual and in-person programs and the minority of their assignment is in-person, shall not exceed student caseload as described in Article 23.121, except in the case of an overload. No teacher shall be assigned more than one (1) overload. For example: A teacher assigned two (2) or less classes in-person as described in Article 23.410 and 23.510 shall not be assigned more than one hundred eighty (180) students in total, except in the case of an overload, in which case the teacher shall not exceed two hundred ten (210) students in total, as described in Appendix "B" (1.400).

**23.124**

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

**23.200**

Non-degree teachers of vocational courses shall have a valid certificate issued by the Michigan State Board of Education.

**23.300 TEACHER LOAD AND WORKING CONDITIONS****23.301**

The GSRP Lead Teacher work day shall be a maximum of eight (8) hours and ten (10) minutes, which includes a duty-free lunch of forty (40) minutes.

**23.302**

The District shall establish class size ratios, home visits, and other working conditions aligned with GSRP State of Michigan regulations and licensing. GSRP Lead Teachers shall follow the State regulations.

**23.303**

The K-12 teacher workday shall be a maximum of seven (7) hours and four (4) minutes, which includes a duty-free lunch of thirty (30) or forty (40) minutes. This also includes teachers reporting ten (10) minutes before school begins and remaining ten (10) minutes after student dismissal.

**23.304**

Each teacher shall select one (1) additional minor duty or limited event per school year without additional compensation, chosen from a collaboratively developed list. Examples of such duties may include, but are not limited to:

- Assisting with an after-school student activity
- Chaperoning a school dance
- Volunteering at a recognition night

The list of options shall be created with staff input to ensure a range of opportunities that align with teachers' interests and availability.

**23.310**

It is mutually agreed that each teacher is a professional who will devote whatever amount of time is necessary to fulfill their 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 material, maintaining records, improving curriculum, conducting individual sessions with students, parent conferences, etc. It is further agreed that the major portion of this work can be accomplished during a teacher's workday of reasonable duration and the remaining obligations shall be scheduled at the discretion of the teacher. Teachers in a co-teaching setting will have a common daily conference period. Any deviation from a common daily conference period will be reviewed by the Association President and HR Office on a case-by-case basis.

**23.311**

Teachers of special area classes, or classes where enrollment may be small due to schedule conflicts or other such reasons may, by mutual consent, elect to teach part of their regular load



during the regular evening high school hours. Other provisions of this contract concerning positions and overloads shall not be altered by such an agreement as is described above.

### **23.320**

The teacher's day and classroom instruction shall be as scheduled in Sections 23.400, 23.500 and 23.600. Except as specified in the second paragraph of this Article with reference to conference periods, time in the teacher's day beyond that scheduled for direct instruction of pupils shall be used at the discretion of the teacher. Such time may include the usual professional activities connected with classroom activities and the conduct of Association business; such activities need not be confined to the building in which the teacher is assigned.

The District and the Association agree that meetings held during the usual school hours are a normal and necessary thing. It is also recognized, however, that with an increase in meetings related to the many different activities a teacher might be involved in, a point of reasonableness should be reached. However, legitimate the purpose of any meeting might be (department, building, curriculum, text selection, faculty committee, etc.), it is recognized that time traditionally provided within the teacher's day for conference and preparation cannot be seriously encroached upon without reducing the quality of the program. It is agreed, therefore, that a teacher shall not normally be expected to attend more than four (4) meetings called during conference/preparation time on a monthly basis. It is further recognized that a teacher may find it essential to use a given assigned preparation/conference period for purposes related to class activity or meeting appointed conferees, and therefore, may be unable to attend impromptu meetings called by the administration.

### **23.330 After School Meetings/Professional Development**

#### **23.340**

Teachers will be required to participate in a staff meeting (when students are in session) once a month according to the designated Mondays in the calendars pursuant to Appendix "C" for no longer than sixty (60) minutes to promote professional growth, strengthen instructional practices, and enhance collaboration across grade levels and departments. These meetings may include topics such as curriculum updates, instructional strategies, data review, wellness initiatives, safety protocols, or other District-identified priorities.

Attendance is required for teachers within their respective building for Professional Development purposes. A teacher may use a personal leave day on scheduled Professional Development days in lieu of attendance, if one (1) is available.

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

A teacher assigned to more than one (1) building shall attend the Staff Meeting/Professional Development meeting held in the building where the teacher has their last daily assignment. If the building principal of another building to which the teacher is assigned wishes to have the teacher

attend the Staff Meeting/Professional Development in their building instead, the building principal shall make the request directly to the other principal. If the request is granted, the teacher shall be notified by the principal of the building that the teacher has their last assignment of the granting of the request and shall be paid mileage to attend the Staff Meeting/Professional Development in the other building.

#### **23.341**

The Association and the District 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 District may require attendance of teachers at one (1) "open-house/back-to-school-night" program of up to ninety (90) minutes.

#### **23.350**

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

In order to receive full pay and not be charged sick leave, personal leave, or docked pay for not attending conferences, the classroom teacher must:

1. Contact a minimum of twenty-five (25) parents either by telephone, appointment, or personal email.
2. If the teacher has less than twenty-five (25) students assigned, they will contact all parents.

For a teacher not assigned classroom responsibilities, they will submit a plan for make-up to their principal.

The teacher will submit the documentation of parent contacts to their principal within thirty (30) calendar days of the missed Parent-Teacher Conference(s).

#### **23.360**

Teachers shall be certified and qualified for their position. No teacher shall be assigned a lunch starting before 9:50 a.m. or after 1:15 p.m.

#### **23.370**

Teaching positions beyond the provisions of Articles 23.410 and 23.510 shall be considered overloads and shall be paid at the rate specified in Appendix "B" (1.400). Overloads are to be discouraged. Notification of overloads shall be given to the Association.

Overloads will be offered by seniority before being assigned. A first or second-year probationary teacher shall not be assigned an overload if another teacher is available.

### **23.400 High Schools**

#### **23.410**

The parties agree that the normal teaching load inclusive of a lunch and conference period shall fall within five (5) consecutive periods, except as provided in 23.415 concerning "overloads."

**23.411**

The parties agree that the Administration shall level classes, when possible, by the end of the second week of each new term 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 within the building.

**23.412**

High School Teachers who teach “zero” hour courses with a schedule that requires a non-work period will be paid an Appendix “B” (1.410) stipend. The class periods in which the teacher is not assigned a class related to the “zero” hour schedule shall be non-duty time.

**23.413**

Overloads shall extend the teacher's day by one (1) normal period.

**23.414**

To meet building needs, teachers may be offered, by District seniority on an annual basis, noon supervision, breakfast duty, or hall duty. These positions will be assigned, if no one offers, and will be compensated at the rates specified in Appendix “B” (4.300 and 4.305).

**23.415**

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

**23.416**

The District 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.

**23.417**

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

**23.420**

A Work-Based Learning Coordinator will have a flexible work schedule, which may include attending meetings in the evening or outside the typical teacher workday. The total contractual hours required for the teacher will remain unchanged.

Work-Based Learning Coordinators shall be scheduled for up to ninety (90) hours of work either before or after the school year. Work-Based Learning Coordinators shall be compensated at the Appendix “B” (1.100).

**23.425**

The following example of the High School day is for illustrative purposes only.

**HIGH SCHOOL  
ILLUSTRATIVE MODEL**

<b>7:20 AM – 7:30 AM</b>	<b>Teacher on Duty</b>
<b>7:30 AM – 8:28 AM</b>	<b>Teacher Instruction Minutes (1<sup>st</sup> Hr.)</b>
<b>8:33 AM – 9:31 AM</b>	<b>Teacher Instruction Minutes (2<sup>nd</sup> Hr.)</b>
<b>9:36 AM – 10:34 AM</b>	<b>Conference Period (3<sup>rd</sup> Hr.)</b>
<b>10:34 AM – 11:04 AM</b>	<b>Lunch (Duty Free)</b>
<b>11:09 AM – 12:06 PM</b>	<b>Teacher Instruction Minutes (4<sup>th</sup> Hr.)</b>
<b>12:11 PM – 1:08 PM</b>	<b>Teacher Instruction Minutes (5<sup>th</sup> Hr.)</b>
<b>1:13 PM – 2:11 PM</b>	<b>Teacher Instruction Minutes (6<sup>th</sup> Hr.)</b>
<b>2:11 PM – 2:21 PM</b>	<b>Teacher on Duty</b>

**23.500 Middle School****23.510**

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

1. Assigned periods shall not exceed (60) minutes in length.
2. Total daily instructional positions for teachers, exclusive of conference and lunch periods shall not exceed three hundred sixteen (316) minutes per day.
3. The Administration and Building Principal, after prior consultation with the building staff and in cooperation with them shall employ not to exceed twenty-five (25) sixty (60) minute or thirty (30) fifty (50) minute instructional positions per week [exclusive of five (5) conference and five (5) lunch periods]. Whether such schedules "rotate" or "revolve" shall be decided by the Administration and the Building Principal after prior consultation with the building staff.
4. Non-instructional positions shall be limited to counselors and media specialists.
5. The program for grades six, seven and eight shall be, but not limited to, math, language arts, science, social studies, physical education, careers, art, and music.

**23.511**

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

**23.512**

Teachers substituting will be paid at the rate listed in Appendix "B" (1.200).

**23.513**

A teacher may be assigned, with their consent, noon supervision, breakfast or hall duty. Such positions shall be paid for at the rate listed in Appendix "B" (4.300 and 4.305). positions will be filled by District seniority on an annual basis according to the needs of the school/building.

**23.514**

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

**23.515**

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

**23.520**

The District 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.

**23.521**

Teachers shall not be scheduled to teach more than three (3) preparations in core areas (math, science, social studies, or language arts) without their consent.

**23.522**

Middle school teachers shall be assigned a daily conference period.

**23.525**

The following example of the Middle School day is for illustrative purposes only.

**MIDDLE SCHOOL  
ILLUSTRATIVE MODEL**

<b>7:15AM – 7:25 AM</b>	<b>Teacher on Duty</b>
<b>7:25 AM – 8:00 AM</b>	<b>Teacher Instruction Minutes (1<sup>st</sup> Hr.)</b>
<b>8:03 AM – 8:58 AM</b>	<b>Teacher Instruction Minutes (2<sup>nd</sup> Hr.)</b>
<b>9:01 AM – 9:56 AM</b>	<b>Conference Period (3<sup>rd</sup> Hr.)</b>
<b>9:59 AM – 10:50AM</b>	<b>Teacher Instruction Minutes (4<sup>th</sup> Hr.)</b>
<b>10:53 AM – 11:44 AM</b>	<b>Teacher Instruction Minutes (5<sup>th</sup> Hr.)</b>
<b>11:44 AM – 12:14 PM</b>	<b>Duty Free Lunch Hour</b>
<b>12:19 PM – 1:10 PM</b>	<b>Teacher Instruction Minutes (6<sup>th</sup> Hr.)</b>
<b>1:13 PM – 2:05 PM</b>	<b>Teacher Instruction Minutes (7<sup>th</sup> Hr.)</b>
<b>2:05 PM – 2:15 PM</b>	<b>Teacher on Duty</b>

**23.600 Elementary Schools (K-5)****23.610**

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

**23.611**

Teachers shall be required to be on duty ten (10) minutes before school begins and ten (10) minutes after school dismisses. This is in addition to assigned conference periods called for by Article 23.614. If otherwise unavoidable, on-duty time for elementary special area teachers may be assigned on-duty time as conference time if it provides a block of at least twenty (20) minutes of conference time for the teacher.

**23.612**

The District 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

**23.613**

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

**23.614**

Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

**23.615**

Special area and special education teachers shall be provided with conference and planning time to the same extent as other teachers in the District not to be less than two hundred twenty-five (225) minutes per week in blocks of time no less than twenty (20) minutes in length within the instructional day.

**23.616**

STEM/Media Specialists will be paid as per Appendix "B" (1.100) for six (6) hours per position prior to the beginning of the school year to prepare the library for student use. In the event there is more than one STEM/Media Specialist assigned to a building, the time will be prorated to a maximum of six (6) hours per building.

**23.700**

All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least forty (40) minutes. Lay supervisors shall be provided to supervise the lunch hour. Teachers may elect noon or breakfast supervision at the rate indicated in Appendix "B" (4.300 and 4.305). Positions will be filled by District seniority on an annual basis according to the needs of the school/building.

**23.710**

The following example of the Elementary School day is for illustrative purposes only.

**ELEMENTARY SCHOOL  
ILLUSTRATIVE MODEL**

<b>8:30 AM – 8:40 AM</b>	<b>Teacher on Duty</b>
<b>8:40 AM – 11:40 AM</b>	<b>Teacher Instruction Minutes</b>
<b>11:40 AM – 12:20 PM</b>	<b>Duty Free Lunch Hour</b>
<b>12:20 PM – 1:40 PM</b>	<b>Teacher Instruction Minutes</b>
<b>1:40 PM – 2:25 PM</b>	<b>Conference Period</b>
<b>2:25 PM – 3:20 PM</b>	<b>Teacher Instruction Minutes</b>
<b>3:20 PM – 3:30 PM</b>	<b>Teacher on Duty</b>

**23.800 Summer School****23.810**

Specific class, grade or teaching positions will be made by the District.

**23.811**

Positions in summer school will be filled first from the list of qualified applicants in the bargaining unit regularly employed by the District. Guest teachers may be employed if there are not enough qualified applicants.

**23.812**

If summer school positions become available, the job openings will be posted prior to June 1. Postings will include job requirements and any special provisions required by federal regulations to secure grant funding. The Association will be notified of these provisions.

- Summer positions will only be offered to current employees with the necessary certifications and endorsements.
- Summer program seniority is based on the number of summers an employee has worked, beginning in the summer of 2025.
- Within certification and endorsements, if no program-specific seniority exists or if a tie occurs, District seniority will determine placement.
- An employee will lose their summer program seniority if they do not apply for available positions or receive an unsatisfactory evaluation.
- Employees who apply and do not receive a position maintain their position on the summer school seniority list.

**23.813**

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

**23.814**

Compensation for summer school teachers shall be paid at the rate published in Appendix "B" (1.350).

### **23.815**

Working conditions expressed in the Agreement shall be applicable to all summer positions.

## **24.000 PROFESSIONAL COMPENSATION**

For the 2025-2026 school year, salary will be retroactive to the beginning of the school year once this contract has been ratified by both parties.

### **24.050 GSRP Lead Teacher Compensation**

Upon ratification, GSRP Lead teacher salaries are listed in Appendix “A” and special assignment pay is detailed in Appendix “B”, both are part of this Agreement.

#### **2025-2026 School Year:**

- For the 2025-2026 school year, all GSRP Lead Teachers shall be placed on the Appendix “A” BA Salary Schedule Lane, up to Step 3, according to their years of service to the District.
- GSRP Lead Teachers will remain on the Appendix “A” BA Salary Schedule, up to Step 3, for the duration of the Agreement with placement according to their years of service to the District.
- Upon the completion of a MA Degree, GSRP Lead Teachers will receive a two thousand dollar (\$2,000) increase annually to their salary.
- For the 2025-2026 school year, Schedule B will be based on the 2024-2025 salary Schedule.

#### **2026-2027 School Year:**

- For the 2026-2027 school year, all GSRP Lead Teachers shall advance one (1) full step on the Appendix “A” BA Salary schedule Lane, up to Step 3. Appendix “A” shall increase three percent (3%) for the 2026-2027 school year.
- GSRP Lead Teachers will remain on the Appendix “A” BA Salary Schedule, up to Step 3, for the duration of the Agreement with placement according to their years of service to the District.
- Upon the completion of a MA Degree, GSRP Lead Teachers will receive a two thousand dollar (\$2,000) increase annually to their salary.
- For the 2026-2027 school year, Schedule B will be based on the 2025-2026 salary Schedule.

#### **2027-2028 School Year:**

- For the 2027-2028 school year, all GSRP Lead Teachers shall advance one (1) full step on the Appendix “A” BA Salary schedule Lane, up to Step 3. Appendix “A” shall increase two percent (2%) for the 2027-2028 school year.
- GSRP Lead Teachers will remain on the Appendix “A” BA Salary Schedule, up to Step 3, for the duration of the Agreement with placement according to their years of service to the District.
- Upon the completion of a MA Degree, GSRP Lead Teachers will receive a two thousand dollar (\$2,000) increase annually to their salary.



- For the 2027-2028 school year, Schedule B will be based on the 2026-2027 salary Schedule. If the District May 2026 Bond renewal is successful, Schedule B will be based on the 2027-2028 salary Schedule.

#### **24.100 K-12 Teacher Compensation**

Upon ratification, K-12 teacher salaries are listed in Appendix “A” and special assignment pay is detailed in Appendix “B”, both are part of this Agreement.

#### **2025-2026 School Year:**

- For the 2025-2026 school year, all teachers shall advance one (1) full step on the Appendix “A” salary schedule. Appendix “A” shall increase three percent (3%) for the 2025-2026 school year, degree advancement, and longevity shall be paid as scheduled.
- For the 2025-2026 school year, Schedule B will be based on the 2024-2025 salary Schedule.

#### **2026-2027 School Year:**

- For the 2026-2027 school year, all teachers shall advance one (1) full step on the Appendix “A” salary schedule. Appendix “A” shall increase three percent (3%) for the 2026-2027 school year, degree advancement, and longevity shall be paid as scheduled.
- For the 2026-2027 school year, Schedule B will be based on the 2025-2026 salary Schedule.

#### **2027-2028 School Year:**

- For the 2027-2028 school year, all teachers shall advance one (1) full step on the Appendix “A” salary schedule. Appendix “A” shall increase two percent (2%) for the 2027-2028 school year, degree advancement, and longevity shall be paid as scheduled.
- For the 2027-2028 school year, Schedule B will be based on the 2026-2027 salary Schedule. If the District May 2026 Bond renewal is successful, Schedule B will be based on the 2027-2028 salary Schedule.

#### **24.200**

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

#### **24.210**

The intent is to hold IEPT meetings during the school day. For attendance at IEPT meetings outside the contractual teacher workday in excess of one (1) hour per week, due to parent schedules, payment will be according to the hourly professional compensation rate Appendix “B” (1.250).

#### **24.300**

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

The school calendar shall be negotiated as follows:

On or before January 15, 2028, the parties shall convene the calendar negotiations. In arriving at a calendar, due consideration shall be given to the BAISD Common Calendar.

The school calendar as it relates to teacher duty shall be one hundred ninety-two days (192) for the length of the Agreement. Said school calendar days shall include the following legal holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day.

#### **24.310**

The parties agree that since the first duty day for all teachers includes building/program meetings and classroom preparation, teachers on that day shall be allowed no less than three (3) hours for classroom preparation during that six (6) hour day.

#### **24.400**

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

#### **24.405**

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

#### **24.406**

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

#### **24.407**

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

#### **24.410**

Prior to the expiration of this contract the District 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 HR Office and the Association's Executive Board.

**24.500**

Any assignment, duty, or responsibility within the scope of this Agreement for which a monetary stipend is paid shall be listed in Appendix "B." Pay for new positions or new staff positions which come within the scope of this Agreement will be negotiated with the Association.

**24.510**

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

The District has the option of contacting teachers on an individual basis for the purpose of selection and employment as Curriculum Assistants. The District, on contacting a teacher, shall give notice to the Association. Such notice shall include the teacher's name, a brief description of the project in which they will be involved, and an approximation of the duration of the project.

Employment as a Curriculum Assistant may be of a short duration as to solve a specific problem, or of a longer duration as to provide coordination and continuity. Compensation shall be in accordance with the rate set forth in Appendix "B" (1.250).

**24.520**

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

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

These provisions in no way reduce the District's responsibility to provide substitute teachers.

**24.600**

A teacher will be paid in twenty-six (26) bi-weekly installments with the teacher's share of healthcare premiums paid in twenty-four (24) installments.

**24.620**

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

**24.700**

When a teacher earns a degree or accumulates sufficient semester hours to move to a higher salary schedule, adjustments will be made accordingly. Full credit for teaching experience will be granted when these adjustments are applied. To initiate this process, the teacher must submit an application for adjustment along with official notice from the college or university to the HR Office. The District shall make the appropriate retroactive salary adjustment within thirty (30) days of receiving the application and notice.

**24.800**

Credits earned prior to the completion of a degree cannot be applied to a move to the +30-semester hour's lane. However, graduate credits earned concurrently with the completion of the Master's degree, which were not applied to the degree, shall be applied to the M.A. +30 semester hours. Hours beyond the Master's degree must be concentrated in the educational field or in one (1) of the disciplines taught in the public schools.

**24.900 SEVERANCE PAY**

A teacher who has at least fifteen (15) years of District service or has reached age fifty-five (55) and who retires, or leaves District employment shall receive a severance benefit.

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

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

**24.910**

A teacher may only be charged a maximum of one hundred ten (110) days of accumulated earned sick time for serious illness or illnesses during the last five (5) years prior to leaving the District. A serious illness is defined as any illness in excess of ten (10) consecutive accumulated earned sick time days. (Documentation by a physician is required.) For purposes of calculating severance pay only days used beyond the one hundred tenth (110<sup>th</sup>) day shall be included in the final calculation.

**ILLUSTRATIVE MODEL:**

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

$$124 \text{ days} - 110 \text{ days} = 14 \text{ days}$$

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

## **25.000 TEACHING CONDITIONS**

### **25.100**

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

### **25.200 Class size**

#### **25.210**

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. Upon Association request, the District will provide class size data as is available.

#### **25.220 Elementary Class Size**

Enrollments in grades kindergarten through fifth grade general education classrooms shall be established throughout the District in accordance with this section. In kindergarten through fifth, each class section shall not exceed the maximum number of students assigned per class.

- Kindergarten - 25 students
- 1st - 3rd grade - 29 students
- 4th - 5th grade - 31 students
- Art, Music, STEM, & Physical Education - 200 students per day

In the event it becomes necessary to exceed this number, the District shall notify the Association. After ten (10) consecutive school days of the overage, the teacher will be compensated per Appendix "B" (1.405) retroactive to the beginning of the overage. Overages will be paid each semester based on the documentation provided from the teacher and the building.

In the event that classroom numbers exceed the maximum allowed, the District will work with the Association to explore a mutually agreed upon solution.

**25.230 Middle School Class Size**

Enrollments in grades six, seven and eight shall be leveled in each building in accordance with this section no later than the end of the tenth day of classes for each semester/trimester. In grades six, seven and eight, each class section shall not exceed thirty-three (33) students, except in traditionally large classes such as physical education and music. After ten (10) consecutive school days of the overage, the teacher will be compensated per Appendix “B” (1.406) retroactive to the beginning of the overage. Overages will be paid each semester based on the documentation provided from the teacher and the building.

In the event that classroom numbers exceed the maximum allowed, the District will work with the Association to explore a mutually agreed upon solution.

**25.300 Materials and Facilities****25.310**

Each elementary school building shall have a 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.

**25.320**

Insofar as possible, lounges, lavatories, work rooms, and personal storage shall be conveniently available for the professional staff.

**25.330**

Telephone facilities shall be made available to teachers.

**25.340**

Adequate parking facilities shall be maintained.

**25.350**

The District recognizes that appropriate materials are necessary for sound education.

**25.400 Non-Discrimination and Professional Assistance****25.410**

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

**25.420**

Teachers shall provide data and reports as are necessary to the operation of the schools.

**25.430**

Teachers shall not be expected to perform quasi-clerical tasks that have become a part of the school program.

**25.440**

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

**25.450**

Teachers may voluntarily participate in fund raising activities such as parent support group projects, school connected clubs, and class projects.

**25.460**

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

**25.500 Volunteers**

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

**25.600 GRADE CHANGE PROCEDURE****25.610**

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

**25.611**

If the teacher does not agree to the grade change request, the principal may appeal the grade to a panel. The Principal shall in writing submit the grade change request, the reasons and the name of their selected principal/assistant principal panel member to the Office of Student Services within fourteen (14) calendar days after the request was submitted to the teacher. The Office of Student Services shall be responsible for convening a grade change panel.

The panel shall be composed of three (3) Association members selected by the Association, the principal/assistant principal selected by the building principal involved, the Office of Student Services' designee, and an administrator selected by the Superintendent. The Association members and the principal/assistant principal shall be selected from the respective building level of the student whose grade change is being requested. The teacher, the principal and any other

administrator who is involved in the proposed grade change shall not serve as a member of the panel.

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

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

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

The decision of the panel on whether or not the grade is to be changed shall be final and binding.

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

## **25.700 ACCEPTABLE USE OF INTERNET**

### **25.710 Purpose**

#### **25.715**

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

#### **25.720**

Teacher's use of the Internet is appropriate under all of the following circumstances:

- support of the academic program.
- telecommunications.
- Association activities; and



- reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the teacher's assigned duties and responsibilities.

#### **25.725**

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

#### **25.730**

The parties agree that all other provisions of this Agreement remain in full force and effect, and the specific provisions outlined in this Article regarding acceptable Internet use shall not supersede any other provisions of this Agreement.

#### **25.740**

Teachers providing appropriate supervision of students will be released from liability for inappropriate acts committed by a student with regard to the Internet.

#### **25.750**

The District agrees to provide insurance coverage with regard to the teacher's use of the Internet and any unintentional damage that may result.

#### **25.755**

The District agrees to indemnify teachers for any monetary settlement or award the teacher must satisfy as a result of a lawsuit brought by a third party with regard to the teacher's use of the Internet, if such use falls within the District's acceptable guidelines.

#### **25.760**

The District agrees not to cease a teacher's use of the Internet due to a non-discipline related or unintentional violation of this Article.

### **25.800 Virus Detection and Damage to Network**

#### **25.810**

The District agrees to provide appropriate, regularly updated virus detection software on District computers. The software shall function in an automatic, passive fashion.

#### **25.815**

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

### **25.820 Privacy Issues**

#### **25.825**

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

**25.830**

The District will provide each teacher with a password for accessing the Internet and email. Teachers agree to maintain confidentiality with regard to their password however, it is understood that the District will have access to all teachers' passwords. The District agrees to maintain teachers' passwords in a safe and confidential location.

**25.840 Objectionable Materials and Harassment****25.845**

The District agrees to take appropriate action to prevent or reduce harassment of teachers by third parties. Teachers shall notify the District of such harassment by a third party in order for the District to take appropriate action.

**25.850**

The District agrees to discipline students for making harassing statements through the Internet concerning teachers.

**25.860 Violation of Intellectual Property Laws**

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

**25.870 Training****25.875**

Given the complexity of intellectual property law, workplace harassment, and other potential claims with regard to use of the Internet, the District agrees to provide training to assist teachers in avoiding unintentional violations.

**26.000 CURRICULUM STEERING COMMITTEE****26.100 Curriculum Steering Committee Purpose**

It is agreed that a Curriculum Steering Committee shall meet at least biannually, in October and March at agreed upon times, and be mutually supported by the Association and District.

The Curriculum Steering Committee serves as a leadership group that guides the development, implementation, evaluation, and continuous improvement of the district's instructional programs. Its purpose is to ensure that teaching and learning are aligned with state standards, district goals, and the needs of all students.

**Key Purposes:**

1. Vision and Alignment: Establish a shared vision for curriculum and instruction across the District, ensuring alignment with District goals and educational standards.
2. Stakeholder Voice: Provide a forum where teachers and administrators can collaborate and share perspectives.

3. Consistency and Equity: Promote coherent instructional practices across schools and grade levels to ensure equitable learning opportunities for all students.
4. Professional Development Planning: Identify areas where teachers need support and recommend professional learning opportunities related to curriculum and instruction.
5. Monitoring and Evaluation: Review student performance data, instructional practices, and program outcomes to inform ongoing improvements.

### **26.200 Curriculum Steering Committee Task Forces**

When a specific curricular issue has been identified for the Steering Committee by the District and the Association, the Steering Committee shall establish a task force to research the issue.

1. Membership in the task force is voluntary and shall be based on the specific issue.
2. The task force will provide a report to the Steering Committee.

### **26.300 Curriculum Steering Committee Composition**

The composition of the Curriculum Steering Committee shall be eighteen (18) members, thirteen (13) of whom shall be teachers recommended by the BCEA President or their designee and accepted by the District.

#### **The Association's representatives shall be as follows:**

- Elementary: One (1) per building - Seven (7) total (at least two (2) must be K-2 teachers and two (2) must be 3-5 teachers)
- High School/Middle School: One (1) per building - Five (5) total representing different areas of expertise: ELA, Math, Science, Social Studies
- At least one (1) of the teachers must teach Special Education and another must teach in an elective/special area.
- BCEA President or Designee (1)

#### **The District's five (5) representatives will include:**

- Associate Superintendent for Curriculum and Instruction
- Three (3) building administrators and one (1) District level administrator, accepted by the Association.

## **27.000 HIGH SCHOOL DEPARTMENT LEAD**

### **27.100**

Every teacher shall be assigned to a department by the building principal in consultation with individual teachers.

### **27.200**

Departments will be identified in each high school as follows:

English  
Science

Social Studies  
Math

Special Education/Student Services

**27.210**

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

**27.220**

The responsibilities of these representatives shall be:

1. Communicating departmental concerns and needs between the department and the Administration, and to other departments.
2. Assisting the members of their department and the Administration in the development of schedules, positions, room usage, and budgets.
3. Facilitate choice of materials, selection of texts, identification of curriculum needs as they relate to the review and possible modification of the department's program, and the identification of persons to be considered for hiring to teach in the department.

**27.230**

Each representative shall be paid per Schedule "B" (1.450).

**27.240**

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

**28.000 GUIDANCE & COUNSELING****28.100**

Counseling and guidance is a structured service aimed at helping students effectively address and adapt to a range of challenges they may face.

**28.200**

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

**28.300**

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

**28.400**

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

**28.500**

The number of students assigned to a counselor shall not exceed four hundred twenty-five (425).

**28.600**

Counselors shall be scheduled to work a total of six (6) days to be divided between the week following and the week prior to the regular school year. The exact days to be worked shall be

mutually agreed to between the building principal and the counseling staff. Salary for this schedule shall be paid at the rate set forth in Appendix "B" (1.100).

### **28.700**

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

### **28.800**

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

## **29.000 INSURANCE PROTECTION**

The District will contribute one hundred percent (100%) of the hard cap limits (through PA 152) set by the Michigan Department of Treasury for medical premiums listed in Article 34.400 including but not limited to H.S.A. deductible, all costs to administer a Health Equity Flexible Spending Account (FSA), and all "medical benefit plan" costs within the meaning of the Public Act of 2011 and maintain the medical benefit plan coverage year from January 1 through December 31. Should the premium cost of the HSA plan fall under one hundred percent (100%) of the State hard cap rates, the District will pay the difference in premium cost and hard cap contribution to the employee through an HSA contribution no later than the first regularly scheduled payroll in January if enrolled in the HSA plan.

Example: January 1, 2026, 100% of the state hard cap is:

Single: \$7,942.09

Two-Person: \$16,609.38

Family: \$21,660.30

The annual District paid amounts shall adjust at the beginning of each MESSA plan year (January 1 through December 31), at one hundred percent (100%) of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Any premium or deductible for the HSA Plan, above the one hundred percent (100%) of Hard Cap, will be the responsibility of the teacher and will be contributed through payroll deduction in equal bi-weekly amounts from the teacher's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The District's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by Federal Law.

The District shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described are not available, the District reserves the right to terminate healthcare coverage of the teacher who is unable to make their portion of the premium current.

In the event that State Legislation changes with PA 152, the Association and District will reconvene to negotiate the impact of the new legislation in a timely manner.

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

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

#### **29.100**

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the District agrees to furnish to all teachers the following insurance protection.

#### **29.200**

Group term life insurance coverage in the amount of forty thousand dollars (\$40,000) and forty thousand dollars (\$40,000) AD&D.

#### **29.300**

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

#### **29.400**

The District shall provide complete health care protection for a full twelve-month period.

Beginning January 1, 2026, teachers shall have the following MESSA medical plans available:

#### ***Option 1:*** MESSA Choices

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

#### ***Option 2:*** MESSA ABC Plan 1

- \$1,650/\$3,300 In-Network Deductible (set by IRS\*)
- \$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay
- \$0/\$0 Urgent Care/Emergency Room Copay
- 3-Tier Rx
- Health Equity Account

*Teachers who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred fifty dollars (\$1,650) for self only and three thousand three hundred dollars (\$3,300) for two (2) person*

*and full family) deposited annually into their HEQ H.S.A. account no later than the first (1<sup>st</sup>) regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEQ H.S.A. account no later than the first (1<sup>st</sup>) regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan. The deductible level deposited shall be based upon the coverage level selected (e.g., Single or 2-Person/Family).*

*If the teacher's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said teacher shall submit a written request to the HR Office to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first (1<sup>st</sup>) regularly scheduled payroll in the month following their request.*

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

**Option 3: MESSA ABC Plan 2**

\$2,000/\$4,000 In-Network Deductible  
\$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay  
\$0/\$0 Urgent Care/Emergency Room Copay  
0% Co-insurance  
3-Tier Mail Rx  
Health Equity Account

*Teachers who enroll in ABC Plan 2 H.S.A. eligible medical plan may select to have seventy percent (70%) of the in-network deductible (currently two thousand dollars (\$2,000) for self only and four thousand dollars (\$4,000) for two (2) persons and full family) deposited annually into their HEQ H.S.A. account no later than the first (1<sup>st</sup>) regularly scheduled payroll in January and thirty percent (30%) of the in-network deductible for H.S.A. eligible medical plans deposited annually into their HEQ H.S.A. account no later than the first (1<sup>st</sup>) regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan 2. The deductible level deposited shall be based upon the coverage level selected (e.g., Single or 2-Person/Family).*

*If the teacher's actual in-network deductible costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said teachers shall submit a written request to the HR Office to have their H.S.A. account increased with the remaining thirty percent (30%) of the in-network deductible no later than the first (1<sup>st</sup>) regularly scheduled payroll in the month following their request.*

**Option 4: MESSA ABC Plan 3**

\$3,500/\$7,000 In-Network Deductible  
\$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay  
\$0/\$0 Urgent Care/Emergency Room Copay  
20% Co-insurance  
5-Tier Mail Rx  
Health Equity Account

*Teachers who enroll in ABC Plan 3 H.S.A. eligible medical plan may select to have seventy percent (70%) of the in-network deductible (currently three thousand five hundred dollars*

*(\$3,500) for self only and seven thousand dollars (\$7,000) for two (2) persons and full family) deposited annually into their HEQ H.S.A. account no later than the first (1<sup>st</sup>) regularly scheduled payroll in January and thirty percent (30%) of the in-network deductible for H.S.A. eligible medical plans deposited annually into their HEQ H.S.A. account no later than the first (1<sup>st</sup>) regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan 3. The deductible level deposited shall be based upon the coverage level selected (e.g., Single or 2-Person/Family).*

*If the teacher's actual in-network deductible costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said teacher shall submit a written request to the HR Office to have their H.S.A. account increased with the remaining thirty percent (30%) of the in-network deductible no later than the first (1<sup>st</sup>) regularly scheduled payroll in the month following their request.*

**Option 5:** Cash in-lieu of one hundred dollars (\$100) per month.

Cash/Annuity In-Lieu: Teachers who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive a cash option payment for one hundred (\$100.00) dollars per month or one hundred (\$100.00) dollars per month under Section 125 of the Internal Revenue Code (403b).

Annually, the teacher will need to complete a declination form when making a decision not selecting insurance coverage. As a condition to obtaining any cash-in-lieu benefit, the teacher must first present documentation that they have other coverage meeting affordability and coverage minimums of the Affordable Care Act.

### **29.500**

The District shall provide fully funded dental insurance for a full twelve-month period. The MESSA Dental Insurance Program coverage shall be:

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

### **29.600**

The District shall provide fully funded long term disability insurance (12) month period through MESSA for K-12 teachers.

Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of seven thousand (\$7,000) dollars as negotiated between both parties after a one hundred eighty (180) Calendar Day Straight Wait (CDSW).



Social Security freeze and family offset shall be included with a pre-existing condition waiver. Alcoholism/drug waiver and mental/nervous disorders have a maximum of two (2) years benefit payout. Cost of living adjustments are not included. There is a two (2) year benefit for their own occupation.

All other District provided benefits end with the beginning of long-term disability payments until a teacher returns to work with the District.

### **29.700**

The District shall provide fully funded long term disability insurance (12) month period through MESSA for GSRP Lead Teachers.

Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of five thousand (\$5,000) dollars as negotiated between both parties after a thirty (30) Calendar Day Straight Wait (CDSW).

Social Security freeze and family offset shall be included with a pre-existing condition waiver. Alcoholism/drug waiver and mental/nervous disorders have a maximum of two (2) years benefit payout. Cost of living adjustments are not included. There is a two (2) year benefit for their own occupation.

All other District provided benefits end with the beginning of long-term disability payments until a teacher returns to work with the District.

### **29.800**

The District shall provide fully funded full family vision care for a full twelve-month period through MESSA VSP 3-G.

## **30.000 CONTINUITY OF OPERATION**

### **30.100**

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

### **30.200 No Reprisal Clause**

The District agrees that it will take no action or reprisal of any kind against the Bay City Education Association, its members, agents, officers, employees, or against anyone in the bargaining unit the Association represents as a result of the collective bargaining process, including but not limited to the withholding of services, in reaching the new Collective Bargaining Agreement; this includes, but is not limited to, the bringing of any action, suit or charge whatsoever. The District expressly rejects any attempt on the part of any person or organization to bring any such action, suit, charge or reprisal on behalf of the District.

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

### **30.300**

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

### **30.400**

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

### **30.500**

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

## **31.000 MISCELLANEOUS**

### **31.100**

Teachers may not be solicited for funds or for the sale of products and services during the school day.

### **31.110**

Administrative procedures will be provided to teachers by the Building Principal at the beginning of the school year.

**31.200**

The District agrees to maintain a pool of substitute teachers. Teachers will report their unavailability for work at least one (1) hour before their starting time. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

**31.300**

This Agreement shall supersede any rules, regulations, or practices of the District 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 considered part of the established policies of the District.

**31.400**

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

**31.500**

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.

**31.600**

Any teacher improperly terminating their individual contract shall have such fact noted and placed in their personal file and forfeit the rights and benefits set forth in this Agreement.

**31.700**

The District will involve the teachers in the planning of any new construction of educational facilities.

**31.710**

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

**31.800 Emergency Manager**

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify or terminate this agreement as provided in that Act.

This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the District. The Association reserves all rights to assert that this clause is unenforceable.

### **32.000 ADULT EDUCATION PROGRAM**

In the event that adult education is brought back to BCPS, the District and Association will negotiate all aspects of the program, including, but not limited to wages, benefits, evaluation, positions, and working conditions.

#### **32.100**

The District and the Association will identify the Articles that apply to adult education without modification.

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

#### **32.200**

Adult education positions shall be determined jointly by the District and the Association.

#### **32.300**

Seniority in the program shall be determined jointly by the District and the Association.

#### **32.400**

The hourly rate of pay for adult education teachers, including steps, shall be determined jointly by the District and the Association.

#### **32.500**

The adult education calendar shall be determined jointly by the District and the Association.

### **33.000 GSRP Lead Teachers**

#### **33.100**

**GSRP Lead Teachers are not eligible for the following provisions:**

- Sick Leave Bank (Article 7.500)
- Longevity (Article 15)
- Hours and Working Conditions (Article 25.305)
- Class Size (Article 27.200)
- Grade Change Procedure (Article 27.700)
- Curriculum Steering Committee (Article 28.000)
- High School Department Lead (Article 30.000)
- Guidance and Counseling (Article 32.000)
- Adult Education (Article 37.000)

#### **33.200**

The GSRP Lead Teacher workday shall be a maximum of eight (8) hours and ten (10) minutes, which includes a duty-free lunch of forty (40) minutes.

**GSRP Lead Teacher Illustrative model:**

Teacher on duty: 7:35 start  
Duty-free lunch: 40 minutes  
Teacher on duty: 3:45 end

**33.210**

GSRP Lead Teachers shall be allowed a duty-free forty-minute (40) lunch period each day. If a duty-free lunch is not possible due to licensing ratios, employees will be compensated per Appendix “B” (1.200).

**33.220**

The District shall establish class size ratios, home visits, and other working conditions aligned with GSRP State of Michigan regulations and licensing. GSRP Lead Teachers shall follow the State regulations.

**33.230**

The school calendar as it relates to GSRP Lead Teachers is in Appendix “C”.

**33.240 GSRP Lead Teacher Compensation**

Upon ratification, GSRP Lead teacher salaries are listed in Appendix “A” and special assignment pay is detailed in Appendix “B”, both are part of this Agreement.

**2025-2026 School Year:**

- For the 2025-2026 school year, all GSRP Lead Teachers shall be placed on the Appendix “A” BA Salary Schedule Lane, up to Step 3, according to their years of service to the District.
- GSRP Lead Teachers will remain on the Appendix “A” BA Salary Schedule, up to Step 3, for the duration of the Agreement with placement according to their years of service to the District.
- Upon the completion of a MA Degree, GSRP Lead Teachers will receive a two thousand dollar (\$2,000) increase annually to their salary.
- For the 2025-2026 school year, Schedule B will be based on the 2024-2025 salary Schedule.

**2026-2027 School Year:**

- For the 2026-2027 school year, all GSRP Lead Teachers shall advance one (1) full step on the Appendix “A” BA Salary schedule Lane, up to Step 3. Appendix “A” shall increase three percent (3%) for the 2026-2027 school year.
- GSRP Lead Teachers will remain on the Appendix “A” BA Salary Schedule, up to Step 3, for the duration of the Agreement with placement according to their years of service to the District.
- Upon the completion of a MA Degree, GSRP Lead Teachers will receive a two thousand dollar (\$2,000) increase annually to their salary.
- For the 2026-2027 school year, Schedule B will be based on the 2025-2026 salary Schedule.

**2027-2028 School Year:**

- For the 2027-2028 school year, all GSRP Lead Teachers shall advance one (1) full step on the Appendix “A” BA Salary schedule Lane, up to Step 3. Appendix “A” shall increase two percent (2%) for the 2027-2028 school year.
- GSRP Lead Teachers will remain on the Appendix “A” BA Salary Schedule, up to Step 3, for the duration of the Agreement with placement according to their years of service to the District.
- Upon the completion of a MA Degree, GSRP Lead Teachers will receive a two thousand dollar (\$2,000) increase annually to their salary.
- For the 2027-2028 school year, Schedule B will be based on the 2026-2027 salary Schedule. If the District May 2026 Bond renewal is successful, Schedule B will be based on the 2027-2028 salary Schedule.

**33.300**

GSRP Lead Teachers shall have a separate Seniority List. Seniority in the program shall be based on the length of service as a Lead Teacher in the GSRP program. The GSRP Lead Teacher with the earliest sign date shall be considered more senior. In the event a tie exists, the GSRP Lead Teacher with the earliest birth date shall be considered senior.

**33.400 GSRP Lead Teacher Staffing**

GSRP Lead Teachers will be treated as their own building. Their staffing will be facilitated by the Director of Early Childhood Programs, using the Elementary School Staffing process.

**33.410**

GSRP Lead Teachers will be evaluated annually by the Director of Early Childhood Programs using the GSRP Lead Teacher Evaluation tool found in Appendix “D.”

**33.420**

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

**33.500**

The District shall provide fully funded long term disability insurance (12) month period through MESSA for GSRP Lead Teachers.

Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of five thousand (\$5,000) dollars as negotiated between both parties after a thirty (30) Calendar Day Straight Wait (CDSW).

Social Security freeze and family offset shall be included with a pre-existing condition waiver. Alcoholism/drug waiver and mental/nervous disorders have a maximum of two (2) years benefit payout. Cost of living adjustments are not included. There is a two (2) year benefit for their own occupation.

All other District provided benefits end with the beginning of long-term disability payments until a teacher returns to work with the District.

**33.600**

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

**33.700**

GSRP Lead Teachers traveling between centers shall be compensated at the Appendix “B” (1.900).

**34.000 DURATION OF AGREEMENT**

**34.100**

This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, except herein otherwise provided, and shall become effective September 2, 2025. The full Agreement shall then continue in full force and effect and be legally binding on the parties hereto until 12:01 A.M. June 30, 2028, and from year-to-year thereafter unless either party serves notice in writing upon the other party by March 1 prior to the expiration date of this Agreement.

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

**34.200**

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may elect its representatives from within or outside the District, provided, however, that neither negotiating team shall exceed seven (7) in number at the table. It is recognized that no final agreement between the parties may be executed without ratification by the Association and the Board of Education, but the parties mutually pledge that representative 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.

**34.300**

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 2nd day of September 2025.

Bay City Education Association	Bay City Board of Education
<i>EDWARD CLEMENTS</i> Edward Clements, President	<i>Joslyn Jamrog</i> Joslyn Jamrog, President
<i>JANELLE ARNOLD</i> Janelle Arnold	<i>CARRIE SEPEDA</i> Carrie Sepeda, Secretary
<i>STEFANIE BENSON</i> Stefanie Benson	<i>Grant Hegenauer</i> Grant Hegenauer, Superintendent
<i>JIM BRENNAN</i> Jim Brennan	<i>Patrick Tobin</i> Patrick Tobin, Assistant Superintendent
<i>CARRISSA LOUGH</i> Carrissa Lough	<i>Matthew A. Cairy</i> Matthew A. Cairy, Assoc. Superintendent
<i>Rhonda Kruch</i> Rhonda Kruch, Executive Director	



## APPENDIX "A" SALARY SCHEDULES

Appendix "A"									
2025-2026									
One Full Step Advancement									
3% Increase									
Salary Schedule									
Step	Non-Degree	Step	BA	Step	BA+30	Step	MA	Step	MA+30
1	\$33,686	1	\$44,678	1	\$46,911	1	\$49,957	1	\$52,198
2	\$35,086	2	\$47,317	2	\$49,552	2	\$52,728	2	\$54,965
3	\$36,487	3	\$49,957	3	\$52,198	3	\$55,496	3	\$57,735
4	\$37,883	4	\$52,597	4	\$54,837	4	\$58,266	4	\$60,504
5	\$39,283	5	\$55,237	5	\$57,475	5	\$61,036	5	\$63,273
6	\$40,682	6	\$57,878	6	\$60,114	6	\$63,804	6	\$66,044
7	\$42,079	7	\$60,519	7	\$62,757	7	\$66,573	7	\$68,808
8	\$43,479	8	\$63,159	8	\$65,396	8	\$69,344	8	\$71,582
9	\$44,879	9	\$65,798	9	\$68,038	9	\$72,112	9	\$74,352
10	\$46,275	10	\$68,438	10	\$70,680	10	\$74,881	10	\$77,120
11	\$47,675	11	\$71,078	11	\$73,318	11	\$77,652	11	\$79,890
12	\$49,070	12	\$73,718	12	\$75,952	12	\$80,420	12	\$82,660
13	\$52,347	13	\$78,336	13	\$80,655	13	\$86,993	13	\$89,316
Longevity Scale									
14 - 16	\$52,347	14 - 16	\$78,336	14 - 16	\$80,655	14 - 16	\$86,993	14 - 16	\$89,316
17- 21	\$54,845	17- 21	\$80,833	17- 21	\$83,153	17- 21	\$89,491	17- 21	\$91,814
22 - 26	\$57,462	22 - 26	\$84,750	22 - 26	\$87,186	22 - 26	\$93,840	22 - 26	\$96,280
27 & up	\$60,079	27 & up	\$88,667	27 & up	\$91,219	27 & up	\$98,190	27 & up	\$100,746

<b>Appendix "A"</b>									
<b>2026-2027</b>									
<b>One Full Step Advancement</b>									
<b>3% Increase</b>									
<b>Salary Schedule</b>									
<b>Step</b>	<b>Non-Degree</b>	<b>Step</b>	<b>BA</b>	<b>Step</b>	<b>BA+30</b>	<b>Step</b>	<b>MA</b>	<b>Step</b>	<b>MA+30</b>
1	\$34,697	1	\$46,019	1	\$48,319	1	\$51,456	1	\$53,764
2	\$36,138	2	\$48,737	2	\$51,039	2	\$54,310	2	\$56,614
3	\$37,581	3	\$51,456	3	\$53,764	3	\$57,161	3	\$59,467
4	\$39,020	4	\$54,175	4	\$56,482	4	\$60,014	4	\$62,319
5	\$40,462	5	\$56,894	5	\$59,199	5	\$62,867	5	\$65,171
6	\$41,902	6	\$59,614	6	\$61,917	6	\$65,719	6	\$68,025
7	\$43,341	7	\$62,334	7	\$64,640	7	\$68,570	7	\$70,872
8	\$44,784	8	\$65,053	8	\$67,358	8	\$71,424	8	\$73,729
9	\$46,226	9	\$67,772	9	\$70,079	9	\$74,276	9	\$76,582
10	\$47,663	10	\$70,492	10	\$72,800	10	\$77,127	10	\$79,434
11	\$49,105	11	\$73,211	11	\$75,518	11	\$79,981	11	\$82,287
12	\$50,542	12	\$75,930	12	\$78,231	12	\$82,833	12	\$85,139
13	\$53,917	13	\$80,686	13	\$83,075	13	\$89,603	13	\$91,996
<b>Longevity Scale</b>									
14 - 16	\$53,917	14 - 16	\$80,686	14 - 16	\$83,075	14 - 16	\$89,603	14 - 16	\$91,996
17- 21	\$56,490	17- 21	\$83,258	17- 21	\$85,648	17- 21	\$92,175	17- 21	\$94,569
22 - 26	\$59,186	22 - 26	\$87,293	22 - 26	\$89,801	22 - 26	\$96,655	22 - 26	\$99,169
27 & up	\$61,882	27 & up	\$91,327	27 & up	\$93,955	27 & up	\$101,136	27 & up	\$103,768

<b>Appendix "A"</b>									
<b>2027-2028</b>									
<b>One Full Step Advancement</b>									
<b>2% Increase</b>									
<b>Salary Schedule</b>									
<b>Step</b>	<b>Non-Degree</b>	<b>Step</b>	<b>BA</b>	<b>Step</b>	<b>BA+30</b>	<b>Step</b>	<b>MA</b>	<b>Step</b>	<b>MA+30</b>
1	\$35,391	1	\$46,939	1	\$49,285	1	\$52,485	1	\$54,840
2	\$36,861	2	\$49,711	2	\$52,060	2	\$55,396	2	\$57,746
3	\$38,333	3	\$52,485	3	\$54,840	3	\$58,305	3	\$60,656
4	\$39,800	4	\$55,258	4	\$57,612	4	\$61,214	4	\$63,566
5	\$41,271	5	\$58,032	5	\$60,383	5	\$64,124	5	\$66,475
6	\$42,740	6	\$60,806	6	\$63,156	6	\$67,033	6	\$69,385
7	\$44,208	7	\$63,581	7	\$65,932	7	\$69,942	7	\$72,290
8	\$45,679	8	\$66,354	8	\$68,705	8	\$72,853	8	\$75,204
9	\$47,150	9	\$69,128	9	\$71,480	9	\$75,761	9	\$78,114
10	\$48,616	10	\$71,901	10	\$74,256	10	\$78,670	10	\$81,023
11	\$50,087	11	\$74,675	11	\$77,028	11	\$81,581	11	\$83,932
12	\$51,553	12	\$77,448	12	\$79,795	12	\$84,490	12	\$86,842
13	\$54,995	13	\$82,299	13	\$84,736	13	\$91,395	13	\$93,836
<b>Longevity Scale</b>									
14 - 16	\$54,995	14 - 16	\$82,299	14 - 16	\$84,736	14 - 16	\$91,395	14 - 16	\$93,836
17- 21	\$57,620	17- 21	\$84,924	17- 21	\$87,361	17- 21	\$94,019	17- 21	\$96,460
22 - 26	\$60,369	22 - 26	\$89,039	22 - 26	\$91,597	22 - 26	\$98,589	22 - 26	\$101,152
27 & up	\$63,119	27 & up	\$93,154	27 & up	\$95,834	27 & up	\$103,158	27 & up	\$105,844

## APPENDIX "B" STIPENDS

Teachers receiving Appendix "B" stipends shall be paid as follows:

1. Annual stipends will be paid twice a year, at the end of the first semester one-half (1/2) salary will be paid with the balance to be paid at the completion of the assignment.
2. Semester stipends will be paid through payroll, once a semester at the completion of assignment.
3. Seasonal stipends will be paid twice per season; first payment at mid-season with balance to be paid on completion of the assignment.
4. Hourly stipends will be paid through payroll at the completion of the assignment.
5. Special event stipends will be paid at the completion of the event.
6. Teachers accepting an Appendix "B" assignment who do not fulfill the obligations of the assignment will be paid a prorated stipend. Any teacher put on paid administrative leave will be paid the stipend as if they worked it while on leave.

Appendix "B" percentage stipends shall be based on the Appendix "A" salary schedule as follows:

- 2025-26 Based on 2024-25 Appendix "A"
  - 2026-27 Based on 2025-26 Appendix "A"
  - 2027-28 Based on 2026-27 Appendix "A"
- OR, *if the May 2026 Bond Renewal is approved by voters,*  
2027-28 Based on 2027-28 Appendix "A"

Appendix "B" positions shall have the Appendix "B" salary computed based on the BA Step 1 of Appendix "A" the assignment percentage and the number of years they have coached in that sport or been in the non-coaching position up to thirteen (13) years of service.

Years of service shall be granted by the number of years recognized at the initial time of employment plus the number of years of coaching a BCPS sponsored sport up to thirteen (13) years of service.

Newly hired coaches with no coaching experience in the sport they are hired for shall be hired in on Zero (0) years of service.

There is no recognition of longevity or steps past 13 in Appendix "B."

For the duration of their assignment, Middle School and Elementary School Athletic Directors, as outlined in the September 18, 2023, MOU, will receive compensation equal to twenty-five percent (25%) of Step 1, in addition to Years of Service.

**Example:**

Appendix “A” BA Step 1	X	Assignment Percentage 4%	+	Years of Service* x 0.1% x BA Step 1
\$44,678	X	0.04	+	5 Years of Service x (0.001 x \$44,678)
$(BA \text{ Step } 1 \times \text{Assignment } \%) + (\text{Years of Service} \times (0.1\% \times BA \text{ Step } 1)) = \text{Stipend}$ $(\$44,678 \times 0.04) + (5 \times (0.001 \times \$44,678)) = \text{Stipend}$ $(1,787.12) + (223.39) = \$2,010.51$				

\* Hourly and identified positions are not eligible for step calculations.

**Article 1.000****Miscellaneous**

			<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
1.100	Professional work beyond the school year - <i>(Salary x 0.086% per hour)</i>		24-25 Salary x 0.00086	25-26 Salary x 0.00086	26-27 or 27-28 Salary x 0.00086
1.110	Professional Development Presenter <i>(BA Step 1) x 0.076% per hour</i>		\$32.97	\$33.96	\$34.97 or \$35.67
1.200	Class Substitute/Curriculum Assistants <i>(BA Step 1) x 0.071% per class</i>		\$30.80	\$31.72	\$32.67 or \$33.33
1.250	Hourly Work Outside the School Day <i>(BA Step 1) x 0.071% per hour</i>		\$30.80	\$31.72	\$32.67 or \$33.33
1.275	Homebound/Home Based Tutoring <i>(1.250 hrs. x (Hourly Rate x 1.5))</i>		\$57.75	\$59.48	\$61.26 or \$62.49
1.350	Summer School <i>(BA Step 1) x .076% per hour</i>		\$32.97	\$33.96	\$34.97 or \$35.67
	<i>Evaluations shall be conducted by the Program Administrator within three (3) weeks following the close of the program for “unsatisfactory” performance. An “unsatisfactory” evaluation may exclude the teacher from future summer programs.</i>				

1.400	Overloads: High School, Middle School, Elementary School (10% BA Step 1 per semester) (8% of BA Step 1 per trimester)	
1.405	Elementary Student Overload (Per student/per day)	\$2.50
1.406	Middle School Student Overload (Per student/per class/per day)	\$0.50
1.410	High School Teacher Zero Hour (per semester)	\$750
1.450	Department Lead (per semester)	\$1,050
1.500	Probationary Teacher Mentor (Annually, prorated) 1st year 2nd year 3rd year	\$800 \$300 \$300
1.525	Mentoring Facilitation (per year)	\$1,500
1.550	2nd & 3rd Year Probationary Teacher Summer Work (per six (6) hour day)	\$150
1.600	Traveling Teachers (High School, Middle School, Elementary School) assigned to different school buildings and traveling daily as part of their regular daily assignment <i>Annually or pro-rated per semester and mileage</i>	6%
1.620	Traveling Teachers (High School, Middle School, Elementary School) assigned to different school buildings but not traveling daily as part of their regular daily assignment <i>Annually or pro-rated per semester no mileage</i>	3%
1.630	District-wide Level Curriculum Support Positions (Per Semester)	4%
1.640	Science Supply Coordinator (BA Step 1) – <i>Annual</i>	4%
1.650	Deans (BA Step 1) <i>Per Semester</i>	5%
1.700	Counselor (BA Step 1) <i>Annual</i>	5%
1.800	Crisis Team Facilitator (BA Step 1) <i>Annual</i>	4%
1.900	Travel Allowance: x = Current IRS Mileage Rate	x

1.995	Special Service Vendor (amount determined by service, amount listed is the maximum amount)	\$1,000
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## Article 2.000

### Advisors and Sponsors

2.100	High School Debate (Annual)	4%
2.105	High School Forensics (Annual)	4%
2.110	High School Literacy Magazine (Annual)	4%
2.115	High School Audio Visual Advisor (Annual)	4%
2.120	High School National Honor Society Advisor (Annual)	4%
2.125	High School Newspaper (Annual)	4%
2.130	High School Project Unify (Semester)	10%
2.135	High School Robotics Advisor (Annual)	4%
2.140	High School Science Olympiad (Annual)	4%
2.145	High School Student Council Advisor (Annual)	4%
2.150	High School Yearbook (Annual)	5%
2.200	Middle School Academic Track/Head-to-Head (Annual)	4%
2.205	Middle School Project Unify (Semester)	5%
2.210	Middle/Elementary School Yearbook (Annual)	4%
2.220	Middle/High School Chief Science Officer (CSO) (Annual)	1%
2.230	Elementary/Middle School Robotics Coach (Annual)	\$1,250

## Article 4.000

### Supervision

		2025-26	2026-27	2027-28
4.100	School Plays (BA Step 1) x 0.0525% per event	\$22.77	\$23.46	\$24.16 or \$24.64

4.200	Bus Chaperone (BA Step 1) x 0.076% per event	\$32.97	\$33.96	\$34.97 or \$35.67
	<b>Noon Duty, Morning Duty, Hall Duty*</b>			
4.300	40 minutes or more (BA Step 1) per semester			5%
4.305	39 minutes or less (BA Step 1) per semester			4%
	<i>*The parties agree that Appendix "B" Noon Duty, Morning Duty, Hall Duty positions will be filled by District-wide seniority on an annual basis according to the needs of the school building.</i>			

## Article 5.000

### Athletics

<b>5.100</b>	<b>Athletic Director</b>	
5.101	Middle School/Elementary	20%
<b>5.105</b>	<b>Athletic Equipment Manager</b>	
5.106	High School (Annual)	5%
<b>5.110</b>	<b>Athletic Facilities Manager</b>	
5.111	Varsity Football (per game)	\$150
5.112	Varsity Basketball (per game)	\$95
5.113	JV/Freshman Football and Basketball (per game)	\$70
5.114	Varsity Volleyball (per event)	\$95
5.115	Elementary Sports (per event)	\$35
<b>5.120</b>	<b>Athletic Trainer</b>	
5.121	Head Trainer (Annual)	25%
<b>5.130</b>	<b>Game Management</b>	
5.131	Scorebook or clock Home/Away (Per Event)	\$35
5.132	Ticket takers and Public Address Announcer (Per Event)	\$35



5.133	Other game management positions assigned & approved by District Athletic Director <i>(Per Event)</i>	\$35
<b>5.200</b>	<b>Baseball:</b>	
5.201	Varsity, Head Coach	12%
5.203	JV/Freshman Coach	8%
<b>5.210</b>	<b>Basketball:</b>	
5.211	Varsity, Head Coach	15%
5.213	JV/Freshman Coach	10%
5.215	Middle School Coach	4%
<b>5.220</b>	<b>Bowling:</b>	
5.221	Varsity, Head Coach	8%
<b>5.230</b>	<b>Cross Country:</b>	
5.231	Varsity, Head Coach	8%
5.232	JV/Freshman Coach	4%
5.233	Middle School Coach	2%
<b>5.240</b>	<b>E-Sports:</b>	
5.241	Varsity, Head Coach	4%
5.242	Middle School Head Coach	TBD
<b>5.250</b>	<b>Football:</b>	
5.251	Varsity, Head Coach	15%
5.252	Football Position Coach	10%
5.253	JV/Freshman Head Coach	10%
5.257	Middle School Head Coach	4%
<b>5.260</b>	<b>Golf:</b>	
5.261	Varsity, Head Coach	8%

5.262	JV Coach	4%
<b>5.270</b>	<b>Hockey:</b>	6%
5.271	Varsity, Head Coach	12%
5.272	Varsity Coach	8%
<b>5.280</b>	<b>Lacrosse:</b>	
5.281	Varsity, Head Coach	8%
5.282	JV Coach	4%
<b>5.290</b>	<b>Cheer/Poms (<i>paid as separate seasons</i>):</b>	
5.291	Cheer High School Sideline Coach	4%
5.292	Cheer High School Competitive Cheer Coach	6%
5.293	Cheer Middle School Coach	2%
<b>5.300</b>	<b>Pompon/Majorettes:</b>	
5.301	Varsity, Head Coach	4%
5.302	JV/Freshman Coach	2%
5.303	Middle School Coach	2%
<b>5.320</b>	<b>Soccer:</b>	
5.321	Varsity, Head Coach	12%
5.322	JV/Freshman Coach	8%
<b>5.330</b>	<b>Softball:</b>	
5.331	Varsity, Head Coach	12%
5.332	JV/Freshman Coach	8%
<b>5.340</b>	<b>Swimming:</b>	
5.341	Varsity, Head Coach	12%
5.342	Varsity/JV Coach	8%

5.343	Middle School Coach	4%
<b>5.350</b>	<b>Tennis:</b>	
5.351	Varsity, Head Coach	8%
5.352	Varsity/JV Coach	4%
<b>5.360</b>	<b>Track:</b>	
5.361	Varsity, Head Coach	12%
5.362	Varsity/JV Coach	8%
5.363	Middle School Coach	4%
<b>5.370</b>	<b>Volleyball:</b>	
5.371	Varsity, Head Coach	15%
5.372	Varsity/JV/Freshman Coach	10%
5.373	Middle School Coach	4%
<b>5.380</b>	<b>Wrestling:</b>	
5.381	Varsity, Head Coach	12%
5.382	Varsity/JV Coach	8%
5.383	Middle School Coach	4%
<b>5.400</b>	<b>Miscellaneous Athletics</b>	
5.401	Elementary Coaches Per Team and Sport	1.75%
5.402	High School Assistant Coaches	3%
5.403	Middle School Assistant Coaches	2%
5.404	Performance Bonus - Teams/individuals (not each individual) that advance beyond MHSAA Regionals in their sport, the Head coach of that team will receive this performance bonus.	\$500

## Article 6.000

### Performing Arts

<b>6.100</b>	<b>Dramatics (<i>Per Event</i>)</b>	
6.101	High School Director	5%
6.102	High School Director, Assistant	3%
6.103	Middle School Director	4%
6.104	Middle School Director, Assistant	2%
6.105	Stagecraft	5%
6.106	Auditorium Technician ( <i>Annually</i> )	2%
<b>6.200</b>	<b>Music (<i>Annual</i>)</b>	
6.201	High School Band Director ( <i>Marching Band and Spring Show</i> )	15%
6.202	High School Band Director, Assistant	8%
6.203	Middle School Band Director	4%
6.204	Middle School Band Director, Assistant	2%
6.205	High School Vocal Director ( <i>Spring Show and Swing Choir</i> )	12%

## **I. SELECTIONS**

All athletic and intramural personnel will be appointed by the District. All athletic and intramural personnel will be appointed for one (1) school year (for purposes of athletics a school year is August 10 to June 30).

All athletic and intramural personnel will be on a one (1) year contract. Notice of renewal will occur within thirty (30) calendar days after the completion of a season.

### **A. Notice of Vacancies**

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

Vacancies for sports/athletic event help will be posted at least forty-eight (48) hours before the event if the Athletic Director has information available within that time frame. The posting requirement is suspended in a case of emergency or where an event is scheduled within the forty-eight (48) hours.

The District reserves the right to assign personnel or volunteers to vacant game management positions.

### **B. Rating Form**

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

### **C. Head Coach Involvement**

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

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

1. If no qualified applicants apply from the present staff, or if the District finds no qualified applicants from the present staff, the District may then seek to fill the position by a non-staff person. In the event a non-teacher is employed in a coaching position and receives a favorable evaluation, that person may be retained for the next season.
2. If the District is unable to find either a present staff or non-staff qualified candidate for the sport that year, the District shall have the right or prerogative not to offer the sport or utilize the position involved.
3. Currently employed qualified personnel shall be appointed to a coaching position.

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

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

## **II. RETENTION**

### **A. Evaluation**

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

### **B. Appeal Procedure**

If a teacher is not renewed for the following season and wishes to question the decision, they may within ten (10) days from the receipt of such notice request a meeting before an Appeals Committee. This Committee shall be composed of two (2) District Office administrators, a Building Athletic Administrator from a non-affected school and two (2) teacher representatives of their choice. Such Committee shall afford the person a fair, due process hearing, and a chance to listen to the reasons for the decision of non-renewal, and a chance to present their case. Such Committee shall render a decision to support or overturn the same and the Committee's decision shall be final.

## **III. EXCLUSION FROM GRIEVANCE PROCEDURE**

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

## **OTHER SIGNIFICANT FACTS**

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

BAY CITY PUBLIC SCHOOLS  
EXTRA CURRICULAR ASSIGNMENT EVALUATION

Coach/Teacher/Sponsor Name: \_\_\_\_\_ School Year: \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Quality of Work Performance in Extra Duty Assignment:

\_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory \* (if Unsatisfactory, explain below)

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Coach/Teacher/Sponsor's Signature Date

If sub-varsity coach, this information has been reviewed with the Varsity Head Coach:

\_\_\_\_\_  
Varsity Coach Date

Your extracurricular assignment has been RENEWED for the \_\_\_\_\_ school year.

Your extracurricular assignment has been NONRENEWED for the following:

\_\_\_\_\_ Declined to take the position. \_\_\_\_\_ Unsatisfactory work performance.

\_\_\_\_\_ Assignment eliminated by the District. \_\_\_\_\_ Other\*  
\*Reason(s):

\_\_\_\_\_

\_\_\_\_\_

*Coaches, if you feel that this termination is in any way in violation of your rights of due process, you may submit a request for reinstatement before the appeals committee.*

\_\_\_\_\_  
Evaluator's Signature/Date

BAY CITY PUBLIC SCHOOLS  
ATHLETIC DEPARTMENT  
Coach Appraisal Form

**Key: S – Satisfactory    N – Needs Improvement    U – Unsatisfactory    D – Does Not Apply**

YEAR:	NAME:	<u>S</u>	<u>N</u>	<u>U</u>	<u>D</u>
STEP:	SPORT:				
<b>Professional and Personal Relationships</b>	Cooperation with A.D. in regard to submitting participant lists, parent permission and physical slips, year-end reports, program information relative to your sport.				
	Rapport with the athletic coaching staff.				
	Appropriate dress at practices and games.				
	Public Relations: Cooperation with newspapers, radio, T.V., Booster Clubs, parents, and interested spectators.				
	Understanding and cooperation with rules and regulations as set forth by all governing agencies of your sport.				
	Sideline conduct at games toward players, officials, and other workers.				
<b>Coaching Performance</b>	Prepares for daily practices with staff so maximum instruction is presented utilizing all opportunities for instruction				
	Has individual and team discipline and control.				
	Provides for individual as well as group instruction.				
	Helps other coaches become better coaches.				
	Develops integrity within the coaching staffs and among fellow coaches.				
	Provides leadership and attitudes that produce winners and winning efforts by participants.				
	Is prompt meeting team for practices and games.				



	Shows an interest in athletes in off-season activities and classroom				
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<b>Related Coaching Responsibilities:</b>	Care of equipment, including issues, inventory, and storage.				
	Is cooperative in sharing the use of facilities.				
	Displays enthusiasm and vitality in assignment as a coach.				
	Keeps Athletic Director informed about unusual events within the sport activity.				
<b>ADDITIONAL COMMENTS</b>					
COACH SIGNATURE:					
DATE:					
A.D. SIGNATURE:					
DATE:					



# APPENDIX C

## Master Calendar

2025-2026  
BCEA

July				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 16/19				
M	T	W	T	F
3	PD	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	H	28

March 20/20				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

August 6/11				
M	T	W	T	F
				1
4	5	6	7	8
11	12	PD	14	15
18	19	20	21	22
PD	26	27	28	29

December 15/16				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	H	26
29	30	31		

April 18/18				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

September 21/22				
M	T	W	T	F
H	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

January 18/21				
M	T	W	T	F
			H	2
5	6	7	8	9
12	13	14	15	16
19	PD	21	22	23
26	27	28	29	30

May 19/21				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
H	26	27	28	29

October 22/23				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
PD	21	22	23	24
27	28	29	30	31

February 18/18				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

June 2/3				
M	T	W	T	F
1	2	3	4	5
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

### August 12th - Welcome Back Meeting

\* Records Day 1/19/26 & 6/3/26

<b>H</b> Holidays (5)	<b>Non - Paid</b>	<b>Parent Teacher Conference</b>
<b>PD</b> Professional Development	<b>First/Last day of School</b>	<b>Student Half-Day</b>

Aug 11	New Teacher Day	Jan 21	2nd Semester Start
Aug 12	AM Welcome Back & Staff Meeting 3 hrs/ PM Class Prep 3hrs	Feb 13-16	No School
Aug 13	PD 6 hrs	Mar 30-Apr 6	Spring Break
Aug 14	Classroom Prep 6 hrs	May 22-25	Memorial Day
Aug 18	Staff Meeting 3 hrs/Class Prep 3 hrs (Staff meeting may be AM or PM)	June 2	End of 2nd Semester - 1/2 Student Day
Aug 19	First Day of School	June 3	Records Day
Aug 25	PD 6 hrs		
Aug 29-Sep 1	Labor Day		
Oct 20	PD 6 hrs		
Nov 4	PD 6 hrs		
Nov 26-28	Thanksgiving		
Dec 22-Jan 2	Winter Break		
Jan 16	End of 1st Semester - 1/2 Student Day		
Jan 19	Records Day		
Jan 20	PD 6 hrs		

## **SCHOOL CALENDAR 2025-2026**

### **NOTE #1 PARENT-TEACHER CONFERENCES**

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings. On Wednesday, November 26, 2025, and Friday, May 22, 2026, students will not be in session to help facilitate the time required to accomplish Parent-Teacher Conferences and District provided mandatory training.

### **NOTE #2 PROFESSIONAL DEVELOPMENT DAYS**

Professional Development for staff will be offered as follows: August 13, 2025 (6.0 hours), August 25, 2025 (6.0 hours), October 20, 2025 (6.0 hours), November 4, 2025 (6.0 hours), and January 20, 2026 (6.0 hours). Attendance is required.

### **NOTE #3 AFTER SCHOOL MEETINGS**

Staff meetings will take place for no longer than one (1) hour on the first Monday of the month when students are in session. Attendance is required.

### **NOTE #4 RECORD DAYS**

It is recognized that certain clerical tasks (i.e., test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. It is agreed that such responsibilities require no less than one (1) day's work and that reporting to assigned buildings is not mandatory. In the 2025-2026 school calendar such days will occur on Monday, January 19, 2026, and Wednesday June 3, 2026. It is agreed that these days are to be included as record days in the one-hundred ninety-two (192) days school calendar.

### **NOTE #5 GRADING PERIODS**

January 16, 2026	End of 1st semester
June 2, 2026	End of 2 <sup>nd</sup> semester

### **NOTE #6 HALF DAYS**

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

### **NOTE #7 LIMITED DAYS AVAILABLE FOR PERSONAL BUSINESS LEAVE**

For the purposes of the use of Personal Business Days (Section 8.203), the following dates have limited use available in the 2025-2026 school year:

- August 19, 2025: First Day of School Year
- August 28, 2025 & September 2, 2025: Before/After Break
- November 15, 2025: First Day of Hunting Season
- November 25, 2025 & December 1, 2025: Before/After Break
- December 19, 2025 & January 5, 2026: Before/After Break
- February 12, 2026 & February 17, 2026: Before/After Break
- March 27, 2026 & April 7, 2026: Before/After Break
- May 21, 2026 & May 26, 2026: Before/After Break
- June 2, 2026: Last Day of School

# Master Calendar

2025-2026  
Great Start Readiness Program

July				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November					17/13
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	H	28	

March					20/15
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

Key:	
<span style="background-color: #f0f0f0; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	TS Gold Dates & ESI
<span style="background-color: #d3d3d3; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	BAISD Peer to Peer Training
<span style="background-color: #ffff00; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	BCPS/GSRP PD Days
<span style="background-color: #90ee90; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	No School - Breaks
<span style="background-color: #90ee90; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	First/Last Day for Staff/Students
<span style="background-color: #ff00ff; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Home Visits/PT Conferences
<span style="background-color: #ff0000; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Staff Meeting
<span style="background-color: #ff00ff; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Open House
<span style="background-color: #d3d3d3; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	No Students - Work Day
<span style="background-color: #ffffff; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Unavailable for Personal Leave

August					12/0
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

December					15/12
M	T	W	T	F	
4	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	H	26	
29	30	31			

April					18/15
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

TS Gold Checkpoints			
Semester	Start	End	Checkpoint
Fall	9/1/25	11/21/25	11/28/25
Winter	11/22/25	2/20/26	2/27/26
Spring	2/21/26	5/8/26	5/15/26

September					21/17
M	T	W	T	F	
H	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

January					20/15
M	T	W	T	F	
			H	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

May					19/8
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
H	26	27	28	29	

ESI Screenings	
October 6 - October 30	
April 7 - April 30	

October					23/17
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

February					18/15
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	

June					4/0
M	T	W	T	F	
4	2	3	4	5	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30					

Summer Programs based on funding provided for the Great Start Readiness Program.

Aug 11	First Day for Lead & Associates
Aug 13	PD Day
Aug 15	PP/GSC 8:00 - 11:30
Aug 18	First Day for Aides/Staff Meeting for All
Aug 19	Home Visits
Aug 20	Welcome Back at Lindsay
Aug 21	CPI Refresher Training 8-11 or 12-3 Home Visits
Aug 25	BCPS PD Day - Home Visits due to 8/20 BAISD Training
Aug 26 - Aug 28	Home Visits
Aug 28	CPI New Staff - All Day
Aug 29 - Sep 1	Labor Day Weekend
Sep 2	Half Day for 1/2 Students, Home Visits PM
Sep 3	Half Day for 1/2 Students, Home Visits PM
Sep 4	Half Day All Students, Home Visits PM Open House 3:45 - 4:45 pm
Sep 5	PLC 9:00 - 11:00 Staff Meeting 1:00 - 3:00
Sep 12	Home Visiting Safety (Optional)
Sep 19	TS Gold - New Staff All Day 8:30 - 3:30 @BASID ESC
Sep 19	PP/GSC 8:00 - 11:30
Oct 6	Begin ESI Testing Complete by 10/30
Oct 10	Staff Meeting 8:00 - 10:00
Oct 17	Parade of Classrooms Bus Tour/ PLC 8:00-12:00
Oct 20	PD Day
Nov 4	PD Day
Nov 7	Literacy Essentials - New Staff
Nov 14	Staff Meeting 8:00 - 10:00
Nov 21	TS Gold End Date
Nov 26-28	Thanksgiving Break
Nov 28	TS Gold Finalize Date

Dec 2 - Dec 4	AM Class, PM P/T Conference Dec 3 - Evening 4-7 pm
Dec 5	Data Meeting All Staff 8:00 - 9:30 @BAISD ESC
Dec 12	PD Day
Dec 19	Staff Meeting 8:00 - 10:00
Dec 22 - Jan 2	Winter Break
January 9	PLC 9:00 - 11:00 Staff Meeting 1:00 - 3:00
Jan 16	PP/GSC 8:00 - 11:30
Jan 20	PD Day
Jan 30	Kindergarten Transition Process Review - 8: 00 - 9:00 Virtual
Feb 6	TS Gold - New Staff All Day 8:30 - 3:30 @BASID ESC
Feb 6	Staff Meeting 8:00 - 10:00
Feb 13 - Feb 16	Mid-Winter Break
Feb 20	TS Gold End Date
Feb 27	TS Gold Finalize Date
Mar 2 - Mar 4	AM Class, PM P/T Conference Mar 3 - Evening 4-7 pm
Mar 5 - Mar 6	MiAECY Conference
Mar 13	Staff Meeting 8:00 - 11:00 - Data Meeting with Whitney During Staff Meeting
Mar 13	Literacy Essentials 8-3 (untrained staff only)
Mar 30 - Apr 6	Spring Break
Apr 7	ESI Meeting Complete by 4/30
Apr 10	Staff Meeting 8:00 - 10:00
May 8	Staff Meeting 8:00 - 11:00
May 14	Last Day for GSRP Students - Celebrations
May 15	TS Gold End Date; Data Meeting 8:00 - 9:30
May 18 - 21	End of Year Home Visits
May 22	TS Gold Finalize Date
May 22 - 25	Memorial Day Weekend
June 4	Last Day for Staff

187 Staff Days	5 Holidays
127 Student Days	

Screenings - ongoing  
based on age and need.



# Master Calendar

2026-2027  
BCEA

July				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November 17/20				
M	T	W	T	F
2	PD	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	H	27
30				

March 19/19				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 5/10				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	PD	PD	20	21
24	25	26	27	28
31				

December 14/15				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	H
28	29	30	31	

April 20/20				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September 20/21				
M	T	W	T	F
	1	2	3	4
H	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

January 18/21				
M	T	W	T	F
				H
4	5	6	7	8
11	12	13	14	15
18	PD	20	21	22
25	26	27	28	29

May 19/21				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
H				

October 21/22				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
PD	20	21	22	23
26	27	28	29	30

February 18/18				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

June 4/5				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

## August 17th - Welcome Back Meeting

\* Records Day 1/18/27 & 6/7/27

H	Holidays (5)		Non - Paid		Parent Teacher Conference
PD	Professional Development		First/Last day of School		Student Half-Day

Date Pending	New Teacher Day	Jan 20	2nd Semester Start
Aug 17	AM Welcome Back & Staff Meeting 3 hrs/ PM Class Prep 3hrs	Feb 12-15	No School
Aug 18	PD 6 hrs	Mar 26-Apr 2	Spring Break
Aug 19	PD 6 hrs	May 28-31	Memorial Day
Aug 20	Classroom Prep - 6 hrs	June 4	End of 2nd Semester - 1/2 Student Day
Aug 24	Staff Meeting 3 hrs/Class Prep 3 hrs (Staff meeting may be AM or PM)	June 7	Records Day
Aug 25	First Day of School		
Sep 4-7	Labor Day		
Oct 19	PD 6 hrs		
Nov 3	PD 6 hrs		
Nov 25-27	Thanksgiving		
Dec 21-Jan 1	Winter Break		
Jan 15	End of 1st Semester - 1/2 Student Day		
Jan 18	Records Day		
Jan 19	PD 6 hrs		

## **SCHOOL CALENDAR 2026-2027**

### **NOTE #1 PARENT-TEACHER CONFERENCES**

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings. On Wednesday, November 25, 2026, and Friday, May 28, 2027, students will not be in session to help facilitate the time required to accomplish Parent-Teacher Conferences and District provided mandatory training.

### **NOTE #2 PROFESSIONAL DEVELOPMENT DAYS**

Professional Development for staff will be offered as follows: August 18, 2026 (6.0 hours), August 19, 2026 (6.0 hours), October 19, 2026 (6.0 hours), November 3, 2026 (6.0 hours), January 19, 2027 (6.0 hours). Attendance is required.

### **NOTE #3 AFTER SCHOOL MEETINGS**

Staff meetings will take place for no longer than one (1) hour on the first Monday of the month when students are in session. Attendance is required.

### **NOTE #4 RECORD DAYS**

It is recognized that certain clerical tasks (i.e., test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. It is agreed that such responsibilities require no less than one (1) day's work and that reporting to assigned buildings is not mandatory. In the 2026-2027 school calendar such days will occur on Monday, January 18, 2027, and Monday June 7, 2027. It is agreed that these days are to be included as record days in the one-hundred ninety-two (192) days school calendar.

### **NOTE #5 GRADING PERIODS**

January 15, 2027	End of 1st semester
June 4, 2027	End of 2 <sup>nd</sup> semester

### **NOTE #6 HALF DAYS**

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

### **NOTE #7 LIMITED DAYS AVAILABLE FOR PERSONAL BUSINESS LEAVE**

For the purposes of the use of Personal Business Days (Section 8.203), the following dates have limited use available in the 2026-2027 school year:

- August 25, 2026: First Day of School Year
- September 3, 2026 & September 8, 2026: Before/After Break
- November 15, 2026: First Day of Hunting Season
- November 24, 2026 & November 30, 2026: Before/After Break
- December 18, 2026 & January 4, 2027: Before/After Break
- February 11, 2027 & February 16, 2026: Before/After Break
- March 25, 2027 & April 5, 2027: Before/After Break
- May 27, 2027 & June 1, 2027: Before/After Break
- June 4, 2027: Last Day of School



# Master Calendar 2026-2027 Great Start Readiness Program

July				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November 18/14				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	H	27
30				

March 19/16				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Key:	
	TS Gold Dates & ESI
	BAISD Peer to Peer Training
	BCPS/GSRP PD Days
	No School - Breaks
	First/Last Day for Staff/Students
	Home Visits/PT Conferences
	Staff Meeting
	Open House
	No Students - Work Day
	Unavailable for Personal Leave

August 9/0				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

December 14/11				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	H
28	29	30	31	

April 20/16				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

TS Gold Checkpoints			
Semester	Start	End	Checkpoint
Fall			
Winter			
Spring			

September 20/14				
M	T	W	T	F
	1	2	3	4
H	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

January 20/15				
M	T	W	T	F
				H
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

May 20/11				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
H				

ESI Screenings	

October 22/16				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

February 18/15				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

June 5/0				
M	T	W	T	F
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Summer Programs based on funding provided for the Great Start Readiness Program.

Aug 17	First Day for Lead & Associates & Opening Session
Aug 18-19	PD Day
Aug 24	Staff Meeting 8:30-11:30
Aug 25	First Day of School for BCPS
Sep 1-3	Home Visits
Sep 3	Open House 3:45-4:45 pm
Sep 4-7	Labor Day Weekend
Sep 8	Half Day for 1/2 Students, Home Visits PM
Sep 9	Half Day for 1/2 Students, Home Visits PM
Sep 10	Half Day for All Students, Home Visits PM
Oct 19	PD Day
Nov 3	PD Day
Nov 25-27	Thanksgiving Break
Dec 20 - Jan 1	Winter Break
Jan 19	PD Day
Feb 12-15	Mid-Winter Break
Mar 26 - Apr 2	Spring Break
May 19	Last Day of School A.M. Celebration PM
May 24-28	Home Visits
May 31	Memorial Day
Jun 4	Last Day for BCPS Y5-12
Jun 7	Last Day for Staff

Will include up to 20 mandatory training days on non-instructional Fridays and/or other non-instructional days required by the BAISD.

Will include two evening conferences along with six half-days of instruction due to parent/teacher conferences determined by End Point dates determined by the BAISD for trimester conferences.

Will include home visit times to conduct prior to school starting.

185 Staff Days	5 Holidays
127 Student Days	

Screenings - ongoing based on age and need.



# Master Calendar

2027-2028  
BCEA

July					November18/21					March23/23				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	1	PD	3	4	5			1	2	3
5	6	7	8	9	8	9	10	11	12	6	7	8	9	10
12	13	14	15	16	15	16	17	18	19	13	14	15	16	17
19	20	21	22	23	22	23	24	H	26	20	21	22	23	24
26	27	28	29	30	29	30				27	28	29	30	31

August6/11					December13/15					April13/13				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6			1	2	3	3	4	5	6	7
9	10	11	12	13	6	7	8	9	10	10	11	12	13	14
16	PD	PD	19	20	13	14	15	16	17	17	18	19	20	21
23	24	25	26	27	20	21	22	23	H	24	25	26	27	28
30	31				27	28	29	30	H					

September20/21					January19/21					May21/23				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3	3	4	5	6	7	1	2	3	4	5
H	7	8	9	10	10	11	12	13	14	8	9	10	11	12
13	14	15	16	17	17	PD	19	20	21	15	16	17	18	19
20	21	22	23	24	24	25	26	27	28	22	23	24	25	26
27	28	29	30		31					H	30	31		

October20/21					February19/19					June2/3				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1		1	2	3	4				1	2
4	5	6	7	8	7	8	9	10	11	5	6	7	8	9
11	12	13	14	15	14	15	16	17	18	12	13	14	15	16
PD	19	20	21	22	21	22	23	24	25	19	20	21	22	23
25	26	27	28	29	28	29				26	27	28	29	30

## August 16th - Welcome Back Meeting

\* Records Day 1/17/28 & 6/5/28

<b>H</b> Holidays (5)	<b>Non - Paid</b>	<b>Parent Teacher Conference</b>
<b>PD</b> Professional Development	<b>First/Last day of School</b>	<b>Student Half-Day</b>

(Date Pending)	New Teacher Day	Jan 19	2nd Semester Start
Aug 16	AM Welcome Back & Staff Meeting 3 hrs/ PM Class Prep 3hrs	Feb 11	No School
Aug 17	PD 6 hrs	Feb 14	No School
Aug 18	PD 6 hrs	April 3-7	Spring Break
Aug 19	Classroom Prep - 6 hrs	April 14	Good Friday
Aug 23	Staff Meeting 3 hrs/Class Prep 3 hrs (Staff meeting may be AM or PM)	May 26-29	Memorial Day
Aug 24	First Day of School	June 2	End of 2nd Semester - 1/2 Student Day
Sep 3-6	Labor Day	June 5	Records Day
Oct 18	PD 6 hrs		
Nov 2	PD 6 hrs		
Nov 24-26	Thanksgiving		
Dec 20-Dec 31	Winter Break		
Jan 14	End of 1st Semester - 1/2 Student Day		
Jan 17	Records Day		
Jan 18	PD 6 hrs		



## **SCHOOL CALENDAR 2027-2028**

### **NOTE #1 PARENT-TEACHER CONFERENCES**

It is understood that Parent-Teacher Conference dates may be determined at the individual buildings. On Wednesday, November 24, 2027, and Friday, May 26, 2028, students will not be in session to help facilitate the time required to accomplish Parent-Teacher Conferences and District provided mandatory training.

### **NOTE #2 PROFESSIONAL DEVELOPMENT DAYS**

Professional Development for staff will be offered as follows: August 17, 2027 (6.0 hours), August 18, 2027 (6.0 hours), October 18, 2027 (6.0 hours), November 2, 2027 (6.0 hours), January 18, 2028 (6.0 hours). Attendance is required.

### **NOTE #3 AFTER SCHOOL MEETINGS**

Staff meetings will take place for no longer than one (1) hour on the first Monday of the month when students are in session. Attendance is required.

### **NOTE #4 RECORD DAYS**

It is recognized that certain clerical tasks (i.e., test scoring, grade averaging, and recording activities such as report card marking) must be completed at the conclusion of each semester. It is agreed that such responsibilities require no less than one (1) day's work and that reporting to assigned buildings is not mandatory. In the 2027-2028 school calendar such days will occur on Monday, January 17, 2028, and Monday June 5, 2028. It is agreed that these days are to be included as record days in the one-hundred ninety-two (192) days school calendar.

### **NOTE #5 GRADING PERIODS**

January 14, 2028	End of 1st semester
June 2, 2028	End of 2 <sup>nd</sup> semester

### **NOTE #6 HALF DAYS**

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

### **NOTE #7 LIMITED DAYS AVAILABLE FOR PERSONAL BUSINESS LEAVE**

For the purposes of the use of Personal Business Days (Section 8.203), the following dates have limited use available in the 2025-2026 school year:

- August 24, 2027: First Day of School Year
- September 2, 2027 & September 7, 2027: Before/After Break
- November 15, 2027: First Day of Hunting Season
- November 23, 2027 & November 29, 2027: Before/After Break
- December 17, 2027 & January 3, 2028: Before/After Break
- February 10, 2028 & February 15, 2028: Before/After Break
- March 31, 2028 & April 10, 2028: Before/After Break
- May 25, 2028 & May 30, 2028: Before/After Break
- June 2, 2028: Last Day of School

# Master Calendar

2027-2028  
Great Start Readiness Program

July				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

November 19/15				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	H	26
29	30			

March 23/18				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Key:	
<span style="background-color: orange; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	TS Gold Dates & ESI
<span style="background-color: purple; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	BAISD Peer to Peer Training
<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	BCPS/GSRP PD Days
<span style="background-color: cyan; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	No School - Breaks
<span style="background-color: green; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	First/Last Day for Staff/Students
<span style="background-color: magenta; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Home Visits/PT Conferences
<span style="background-color: red; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Staff Meeting
<span style="background-color: blue; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Open House
<span style="background-color: gray; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	No Students - Work Day
--	Unavailable for Personal Leave

August 11/0				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

December 13/10				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	H
27	28	29	30	H

April 14/12				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

TS Gold Checkpoints			
Semester	Start	End	Checkpoint
Fall			
Winter			
Spring			

September 20/15				
M	T	W	T	F
		1	2	3
H	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

January 21/16				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

May 21/10				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
H	30	31		

ESI Screenings	

October 21/15				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

February 19/16				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29			

June 3/0				
M	T	W	T	F
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Summer Programs based on funding provided for the Great Start Readiness Program.

Aug 16	First Day for Lead & Associates & Opening Session
Aug 17-18	PD Day
Aug 23	Staff Meeting 8:30-11:30
Aug 24	First Day of School for BCPS
Aug 27-31	Home Visits
Sep 1-2	Home Visits
Sep 2	Open House 3:45-4:45 pm
Sep 3-6	Labor Day Weekend
Sep 7	Half Day for 1/2 Students, Home Visits PM
Sep 8	Half Day for 1/2 Students, Home Visits PM
Sep 9	Half Day for All Students, Home Visits PM
Oct 18	PD Day
Nov 2	PD Day
Nov 24-26	Thanksgiving Break
Dec 20-31	Winter Break
Jan 18	PD Day
Feb 11-14	Mid-Winter Break
Apr 3-7	Spring Break
Apr 14	Good Friday
May 16	Last Day of School A.M. Celebration PM
May 22-26	Home Visits
May 26-29	Memorial Day Weekend
Jun 2	Last Day for BCPS Y5-12
Jun 5	Last Day for Staff

Will include up to 20 mandatory training days on non-instructional Fridays and/or other non-instructional days required by the BAISD.

Will include two evening conferences along with six half-days of instruction due to parent/teacher conferences determined by End Point dates determined by the BAISD for trimester conferences.

Will include home visit times to conduct prior to school starting.

185 Staff Days	5 Holidays
127 Student Days	

Screenings - ongoing based on age and need.

## **APPENDIX "D" Evaluation**

Agreed upon Appendix "D" forms are available, in their entirety, on the District website, through the HR Office, or through the Association.

Teacher Evaluation Rating (except GSRP Lead Teachers and Non-Certified Counselors):

100-67	=	Effective
66-47	=	Developing
46 and below	=	Needing Support

GSRP Lead Teacher and Non-Certified Counselors Evaluation Rating:

100-75	=	Satisfactory
74.9-60	=	Needs Improvement
60 and below	=	Unsatisfactory

Teacher Evaluation Forms:

The forms associated with Article 11.501 are as follows:

Probationary Teacher Year 1 & 2

Probationary Teacher Year 3 & 4 or Tenured Teacher on an IDP

- Teacher Observation
- Post-conference form
- Teacher midyear review
- Individual Development Plan (IDP)
- Teacher Year-End Performance Evaluation

Tenured Teacher and Probationary Year 3 & 4

- Teacher Observation
- Post-conference form
- Teacher Specific Performance Goals
- Teacher Year-End Performance Evaluation

Instructional Specialist

- Instructional Specialist Observation
- Individual Development Plan (IDP) - Probationary Year 1 & 2
- Instructional Specialist Mid-Year Review - Probationary Year 1 & 2
- Instructional Specialist Year-end

Certified School Counselor

- Counselor Specific Performance Goals
- School Counselor Observation
- Individual Development Plan (IDP) - Probationary Year 1 & 2
- School Counselor Mid-Year Review - Probationary Year 1 & 2
- School Counselor Year-End Performance Evaluation

Non-Certified School Counselor

- Counselor Evaluation (Non-Certified)

GSRP Lead Teacher

- GSRP Lead Teacher Evaluation
- GSRP Specific Performance Goals

\*Artifacts will be available to upload for every evaluation

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REF. NUMBER  
**XKWQC-PFPXN-JG6DW-XUQFD**

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**136.228.49.3**

LOCATION  
**BAY CITY, UNITED STATES**

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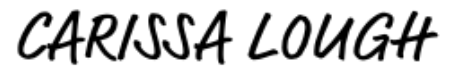
**CARISSA LOUGH**

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**24.247.171.128**

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**BAY CITY, UNITED STATES**

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IP ADDRESS  
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**06 SEP 2025 22:11:28 UTC**

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**06 SEP 2025 22:11:58 UTC**



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*JANELLE ARNOLD*

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**08 SEP 2025 17:59:13 UTC**

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*Joslyn Jamrog*

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