

7/28/20

District Proposal #3  
ABCE Counter #1  
July 27, 2021

1. **Parties.** This Memorandum of Understanding is made and entered into by and between Bay District Schools and the Association of Bay County Educators.
2. **Purpose.** The parties wish to establish quarantine protocols for employees who have been exposed to, or tested positive for, SARS-CoV-2 ("COVID-19").
3. **Term One:** Employees exposed to COVID-19 or who test positive for COVID-19 are required to quarantine under the following conditions:
  - a. Employees must quarantine for exposure to COVID-19 in accordance with the parameters addressed in School Board policy 2.134(B).
  - b. However, in accordance with current CDC guidelines, individuals who have tested positive for COVID-19 and recovered within the three months prior to exposure, or who are fully vaccinated, are not required to quarantine unless they are symptomatic.
  - c. An employee who chooses to present documentation demonstrating that the employee meets one of the requirements of paragraph 3.b. will not be required to quarantine.
4. **Term Two:** Employees who are required to quarantine due to exposure or testing positive for COVID-19 may either use accumulated sick leave or take unpaid leave for the duration of the quarantine. The following employees may request reimbursement of leave for the period of quarantine: (a) employees who choose to present documentation demonstrating that they are fully vaccinated against COVID-19; ~~and~~ or (b) employees who choose to submit documentation from a physician demonstrating that they are unable to get vaccinated ~~due to an underlying medical condition.~~

Deleted language is identified with a ~~strikethrough~~.  
New language is identified in **boldface and is underlined**.

ABCE Proposal #1

ABCE Counter #1

July 28, 2021

**Extended Contracts. For all teachers not holding a Professional Service Contract (PSC) or a Continuing Contract (CC):**

**A. Beginning with the 2021-2022 school year, teachers who have successfully completed a Probationary Contract will have their contracts extended for the subsequent school year provided adequate funding for staffing needs is available, certification is appropriate, and the following criteria have been met in the current school year:**

**1. Received a score of Effective or higher on the Instructional Practice portion of the BDS teacher evaluation for the two (2) more recent consecutive years of creditable service;**

**2. Received an Effective or higher score on the Student Growth portion of the BDS teacher evaluation for the most recent year for which we have data;**

**3. Received no more than (4) ratings marked "Not Using" within the Instructional Practice portion of the BDS teacher evaluation.**

**4. Received no formal written disciplinary action for the current school year.**

**B. Extended contract renewal decisions will be made no later than four (4) weeks prior to the end of the school year.**

**C. Extended Contract teachers who are renewed under the language above are not guaranteed placement at their previous worksite as District staffing needs may vary.**

**D. The contract of a teacher in Extended Contract Status will be considered an extension of their initial contract with BDS, not a new employment contract.**

**E. Paragraphs #1 and #2 above are subject to Reduction in Personnel**

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