

AGREEMENT

Between the

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY

OF

BATTLE CREEK

and the

BATTLE CREEK EDUCATION ASSOCIATION-MEA-NEA

July 1, 2004 through June 30, 2005

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PREAMBLE
AGREEMENT BETWEEN THE BOARD OF
EDUCATION AND
BATTLE CREEK EDUCATION ASSOCIATION

This agreement is entered into effective the 1st day of July 2004, by and between the Board of Education of the City of Battle Creek, Michigan, hereinafter called "the Board" and the Battle Creek Education Association, hereinafter called "the Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Battle Creek is their mutual aim, and

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

WHEREAS, the parties have a mutual statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 as amended, to bargain with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations have reached certain understandings which they wish to memorialize.

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

ARTICLE I
Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 as amended, for all professional or certified instructional personnel in the grades Pre-K-12, including personnel on tenure or probation, classroom teachers, early childhood educators, guidance counselors, K-12 librarians, department chairs, school psychologists and school social workers; speech, hearing, and physical and occupational therapists; evening school teachers, summer school teachers, driver education teachers, regular classroom critic teachers, teachers of homebound and hospitalized, vocational instructors, and student support specialists, but excluding intern supervisors of the Elementary Intern Program, supervisory and executive personnel, office clerical, maintenance and operating employees, and the Calhoun Area Technology Center instructors, substitute teachers, and all other employees.

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The term "Teachers" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board" shall include its officers and agents.

- B. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965 as amended, for the duration of this agreement.
- C. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct equal payments of such dues from the fourth regular salary check of the teacher and each paycheck thereafter through the last pay period in May. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments with the last pay period in May.
- D. Any teacher, except teachers employed in the Battle Creek Public Schools who teach less than half-time, who is not a member of the Association in good standing within thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association, or pay a service fee determined by the Association. The teacher may authorize payroll deduction for such dues or fee. In the event that the teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the teacher's wages and remit the same to the Association. The procedure for involuntary deduction shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
 2. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section D above.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

Pursuant to Chicago Teachers Union vs. Hudson, 106 S ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association teachers. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting teacher

concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. All teachers new to the District will be informed of this requirement when being offered employment in the District.

The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the above provisions and to furnish any other information needed by the Board to fulfill the provision of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.

- E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, the MESSA/MEA Financial Services options currently available on the application blank, or any other plans or programs designated by the Board.
- F. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections A through E of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
 5. Neither the Association nor the MEA will seek to invalidate the hold harmless clause or claim that the language is unenforceable.

ARTICLE II School Board Rights

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, the statutes and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and course of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

No provision of this Agreement shall be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and/or prohibited subjects of bargaining under the Public Employment Relations Act.

ARTICLE III Professional Negotiations

- A. Beginning not later than sixty (60) calendar days before the end of the school year in which this agreement expires, the Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Association.

If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 as amended, shall be followed. This procedure shall be exclusive.

- B. The Board agrees to furnish to the Association, in response to reasonable requests without placing undue hardship upon the Administration available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will 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.

- C. Prior to reaching a final conclusion to request renewal or additional millage from the community, the Board will give notice to the Association and will give the Association the opportunity to meet with either the Financial Committee of the Board or such other representative as the Board may select to discuss the Board's contemplated request for any millage and its expected allocation thereof.
- D. The Board will make no changes in rate of pay, wages, or hours of employment of any teacher without negotiating with the Association.
- E. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.
- F. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- G. When it is mutually agreed that negotiations referred to in Paragraph A between the Board and Association shall take place during the school day, teachers so engaged shall be released from regular duties without loss of salary.

ARTICLE IV Teachers' Rights

- A. The teachers and Association, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted.
- B. 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 any discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be engaged in on the teachers' own time or on such school time as may be agreed upon between the Board and the Association.
- C. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, marital status, or membership in, or association with, activities of any employee organization. Alleged violations of Section C of this Article may be processed through Level Two of the grievance procedure and no further.
- D. No teacher shall be required to hold membership in any organization or political party as a condition of employment or continuation of employment. Nor shall any teacher be prejudiced in employment for joining or failing to join any lodge, religious group, employees association, union or other lawful organization.

ARTICLE V
Professional Compensation

A. Teacher's Salary:

1. This agreement shall become effective July 1 of each year and remain effect through June 30 of the following year.

Effective 7-1-04 the 2002-2003 salary schedules as previously adjusted in the amount of 1% shall be increased an additional 1.6%. This increase results in all steps of the salary schedules being increased by 2.6% over the 2002-2003 salary schedules for work performed during the period beginning 7-1-04 and ending 6-30-05.

During the 2004-2005 fiscal year only, all employees shall remain on the last salary step that they were on at the end of the 2003-2004 fiscal year. This pay step freeze does not preclude an employee from advancing on the schedules as the result of moving to the M.A. schedule from the B.A. schedule.

2. **2004-05 K-12 Salary Schedule:**

Years of completed		Years of completed	
<u>Experience</u>	<u>BA DEGREE</u>	<u>Experience</u>	<u>MA DEGREE</u>
0	\$30,291	0	\$31,604
1	\$32,081	1	\$33,669
2	\$33,869	2	\$35,735
3	\$35,658	3	\$37,808
4	\$37,621	4	\$40,065
5	\$39,421	5	\$42,151
6	\$41,222	6	\$44,222
7	\$43,218	7	\$46,521
8	\$45,017	8	\$48,610
9	\$46,819	9	\$50,699
10	\$48,857	10	\$53,034
11	\$51,937	11	\$55,141
12	\$55,371	12	\$58,931
		13	\$62,611

3. 2004-05 ECE Salary Schedule:

Note: Effective 7-1-04 a newly hired ECE teacher shall be placed on a whole step of the Salary Schedule.

Note: ECE teachers beginning a school year at the BA 11.5 step or MA 12.5 step will remain at that step for .5 of the year and advance to the top step of the respective salary schedule (BA 12 or MA 13) at mid-year.

<u>Years of completed Experience</u>	<u>BA DEGREE</u>	<u>Years of completed Experience</u>	<u>MA DEGREE</u>
1	\$25,444	1	\$26,547
2	\$26,949	2	\$28,282
3	\$28,450	3	\$30,017
3.5	\$30,777	3.5	N.A.
4	\$31,602	4	\$33,654
4.5	\$32,358	4.5	N.A.
5	\$33,144	5	\$35,407
5.5	\$33,870	5.5	N.A.
6	\$34,626	6	\$37,146
6.5	\$34,465	6.5	\$38,108
7	\$36,303	7	\$39,070
7.5	\$37,059	7.5	\$39,952
8	\$37,814	8	\$40,832
8.5	\$38,572	8.5	\$41,709
9	\$39,328	9	\$42,587
9.5	\$40,184	9.5	\$43,568
10	\$41,040	10	\$44,549
10.5	\$42,334	10.5	\$45,433
11	\$43,627	11	\$46,318
11.5	\$44,932	11.5	\$47,911
12	\$46,512	12	\$49,502
		12.5	\$50,891
		13	\$52,593

B. Two hundred (\$200) will be added to the salary of teachers who, during their employment, complete fifteen (15) graduate hours beyond the BA degree. Graduate work must be in a college-approved program leading to an MA degree in a field appropriate to public school education. Graduate hours shall not be counted if they were needed in order to become certified or licensed in the teacher's current assignment. A teacher shall not be entitled to receive this payment until the official college transcripts or course grade reports are filed by the teacher in the Superintendent's office.

C. One hundred fifty dollars (\$150) will be paid to teachers for each ten (10) graduate hours completed during their employment and after the MA degree is awarded. Graduate study must be in a field appropriate to public school education and one which improves teaching skills and/or

subject matter knowledge. Graduate hours shall not be counted if they were needed in order to become certified or licensed in the teacher's current assignment. A teacher shall not be entitled to receive this payment until the official college transcripts or course grade reports are filed by the teacher in the Superintendent's office.

- D. Special Education teachers hired on or before August 26, 1977 with special education certificates teaching state reimbursed special education classes will receive a differential of two hundred twenty dollars (\$220) per year.
- E. Teachers completing advanced work will receive credit from the date work is completed, provided a transcript of credits is filed in the Superintendent's Office within 30 days of completion.
- F. Up to seven (7) years will be allowed for previous experience. In case additional experience is allowed because of unusual circumstances, the Association will be notified. It is agreed that the 7th year experience is not retroactive and in case of an Attorney General opinion or other legal decision to this effect the 7th year clause becomes null and void.
- G. Teachers shall be given credit for military experience up to a maximum of two (2) years.
- H. Teachers returning to the Battle Creek Schools within two (2) years after their resignation may be given up to full credit for experience previously held.
- I. The Board is committed to hiring certified teachers except as permitted by the revised School Code. The Board will adhere to State certification guidelines and will notify the President of the Association should a teacher be hired who does not possess a bachelor's degree or who does not possess a teaching certificate at the time of hiring.
- J. Part Time Teachers: Regular part time teachers shall receive a prorated salary based on the amount of time they work and the salary listed in the Schedule.
- K. Extended Contracts:
 1. Teachers having extended contracts beyond their number of contractually required days shall be paid a prorated salary based on the Schedule. Payment will be paid on a pre-set contract with an individual. Such supplemental contracts shall be for an eight (8) hour day, except as specifically provided for in this agreement.
 2. Academy Teachers:
An Academy teacher after attending a Regular Faculty Meeting will be paid for actual time worked at the teacher's per diem salary as follows.

<u>Academy</u>	<u>Time Period</u>	<u>Actual Time Worked</u>
Southwestern	4:10 p.m. - 4:55 p.m.	1 to 45 minutes
Washington	4:50 p.m. - 5:30 p.m.	1 to 40 minutes
Wilson	4:50 p.m. - 5:30 p.m.	1 to 40 minutes

Each eligible Academy teacher actually working during the above-noted time period may file monthly timesheets documenting the actual minutes worked, and the monthly filed timesheets will be submitted by the principal to the Human Relations Department for review and submission to the Payroll office.

3. **Student Support Specialists:**

The Student Support Specialist stipend includes five and three-quarters days of work before and/or after the teacher's calendar. The days will be scheduled by the mutual agreement of the employee and his or her immediate supervisor and submitted to the Human Resources Office for approval.

It may not be necessary for each Student Support Specialist to work the full 5- $\frac{3}{4}$ extra days.

A Student Support Specialist must advise the District in writing whether or not he or she will work the 5- $\frac{3}{4}$ days or a portion thereof. Those Student Support Specialists who do not commit to work the additional days shall have their stipends reduced on a pro-rata basis for the days not worked.

The stipend shall be 4%.

4. **Counselor Stipends:**

The 7% counselor stipend is paid for 10 days to be scheduled, outside the teachers' contract calendar.

It is understood that it may not be necessary for each Counselor to work the full ten (10) days. Workdays are to be determined and scheduled by mutual agreement of the counselor and the principal and submitted to the Human Resources Office for approval. Each day of work is to be paid at the rate of .7% / day.

5. **School Psychologist Stipend:**

School Psychologists will earn a stipend of 4%. The stipend is to be paid for 5- $\frac{3}{4}$ full days of work after the last workday of the teacher calendar and for extra work beyond the regular workday(s) within the teacher's calendar. Mutual agreement is to be reached between each Psychologist and the Special Education administrator on the number of days to be worked, the schedule, and assignments no later than May 1st of each year and will be submitted to the Human Resources Office for approval and payment. Further, it is understood that it may not be necessary for each Psychologist to work the full number of days. Each day is to be paid at a rate of 7/10 of a percent (.7%) of the base salary. The scheduled workdays are to be reported to the Personnel Office for approval and payment processing.

6. **Social Worker:**

The Social Worker 4% Stipend requires the Social Worker to work 5- $\frac{3}{4}$ extra days if necessary as follows:

- 3- $\frac{3}{4}$ extra days outside the contract calendar
- and
- 2 extra days within the contract calendar.

NOTE: The 2 extra days (15 hours) within the contract calendar may be scheduled in one (1) or more hour increments. The extra days/hours will be scheduled by the mutual agreement of the social worker and the employee's immediate supervisor and the extra days/hours scheduled will be submitted to the Human Resources Office for approval.

The stipend of a social worker who does not work the extra days/hours will be reduced on a pro-rata basis for the days/hours not worked.

A Social Worker is allowed to work the 2 extra days/15 hours within the contract calendar year because of the unique duties, to wit:

- Conducting home visitations after 4 p.m.
- Attending court-agency meetings after 4 p.m.
- Preparing and conducting parent workshops after 4 p.m.
- Preparing priority reports/written narratives after 4 p.m. which must be timely completed within the employee's contract calendar.

L. Annual and Contractual Differentials and Extra Duties:

Note: All percentages in this section are of the BA Base K-12 salary step unless otherwise indicated.

1. Sports and Activities Coaches and Directors:

a. <u>Head Coaches</u>	<u>0-2 years Completed Experience</u>	<u>3 or more years Comp. Experience</u>
Baseball	8%	12%
Basketball*	14	18
Cheerleading (Sr. Hi)	8	15
Cross Country	8	12
Debate	8	15
Drama	8	15
Football*	14	18
Golf	8	12
Soccer	14	18
Softball	8	12
Swimming	14	18
Tennis	8	12
Track	8	12
Volleyball	14	18
Wrestling	14	18

*If the coach conducts a summer training program of at least six (6) weeks duration, a ten percent (10%) stipend will be awarded.

b.		0-2 years Completed Experience	3 or more years Comp. Experience
	<u>Assistant and Jr. Varsity Coaches</u>	5%	9%
	Baseball (Varsity Asst.)	5	9
	(JV coach)	5	9
	Basketball (Var. Asst.)	8	12
	(JV Head)	4	7
	Debate Asst.	4	7
	Drama Asst.	5	9
	Equipment Mgr.-Trainer	8	12
	Football (Varsity Asst.)	8	12
	(JV Head)	7	11
	(JV Asst.)	8	12
	Soccer (JV Head)	8	12
	Swimming (Asst.)	5	9
	Track (Asst.)	5	9
	Volleyball (JV Head)	5	9
	Wrestling (JV Head)	5	9
	Intramural Sports	*6.5	*6.5

*Equivalent of two (2) sessions per week for thirty-five (35) weeks.

NOTE: All Athletic coaching assignments above are based upon five days per week or equivalent.

c.		0-2 years Experience	3 or more years Experience
	<u>Stipends for Freshman Coaches</u>	8%	9%
	Head Coach	7	8
	Assistant Coach		

d.	<u>Middle School & Elementary School Coaches</u>	
	Basketball (Head)	6%
	Basketball (Asst.)	5
	Cheerleading Coach	4
	(2 sessions per week during fall & winter)	
	Gymnastics (Head)	4
	(shortened season - 3 sessions per week)	
	Gymnastics (Asst.)	3
	(shortened season - 3 sessions per week)	
	Football (Head)	6
	Football (Asst.)	5
	Swimming (Head)	6
	Swimming (Asst.)	5
	Tennis (Head)	6
	Tennis (Asst.)	5
	Track (Head)	6
	Track (Asst.)	5
	Volleyball (Head)	6
	Volleyball (Asst.)	5

Wrestling (Head)	6
Wrestling (Asst.)	5
Intramurals (2 sessions per week for 35 weeks)	6.5
Elementary Sports (2 sessions per week for 35 weeks for a maximum of 70 scheduled sessions)	\$26.18/hr

NOTE: Unless noted otherwise coaching responsibilities are for five days per week or equivalent.

e. <u>Music Directors</u>	0-2 years Completed <u>Experience</u>	3 or more years <u>Comp. Experience</u>
	5%	7%
Band Follies Director	6	
Band Follies Prod. Mgr.	5	7
Concert Band Director	6	
Concert Band Assistant	5	
Instrumental Music	7	12
Marching Band Director	6	
Marching Band Assistant	10	14
Orchestra Director (full year responsibility)	10	14
Vocal Music Director (full year responsibility)	5	7
Vocal Music (Middle School)	5	
Wind Ensemble Director		

f. <u>Other Professional Assignments</u>	<u>2004-05</u>
Academy Lead Teacher	2% (of per diem rate)
Administrative Intern	7
Counselors (Sr. & Middle)	7
Lead Teacher	8
MARTC Mentor	7
Noon Hour Supervisors	7
Psychologist	4
Safety Patrol Sponsor (Elementary)	2
School Social Workers	4
School Support Specialist	4
Adult Ed. (HS completion)	\$24.84/hr
Driver Ed.	\$22.61/hr
Summer School	\$22.61/hr
Supervision of School	\$12.44/hr
(activities in addition to regular work hours [ex: OEC])	
Evaluation of Reading/Writing Assignments	\$22.61/hr
MEAP Test Preparation	\$22.61/hr
Grant Activities	\$22.61/hr
Curriculum Development	\$22.61/hr

2. The above positions are not mandatory and can be filled or not at the discretion of the Board. The positions will be posted when necessary and filled by bargaining unit personnel who are available and qualified. Should no Battle Creek teacher be available and qualified the positions may be filled by non-bargaining unit applicants at a lesser salary to be determined by the Board.
3. All hourly rates shall be improved by the percentage factor applied to salary schedule improvements.
4. One middle school coach shall be assigned each team with the exception of football where two varsity coaches will be assigned. Additional coaches at the middle school level may be assigned at the discretion of the Board when it is established that a minimum of thirty five (35) athletes are in regular attendance at practice sessions.

M. Breakfast and Noon Hour Supervision:

1. Elementary teachers shall not be required to supervise during the noon hour or during the breakfast programs.
2. Teachers that give up their duty free lunch period to supervise breakfast or lunch programs shall receive the stipend as stated in Article V, Section L., f., Noon Hour Supervisors. When enough teachers do not volunteer, the Board may assign teachers for a period not to exceed one semester. The Board reserves the right to use personnel outside the bargaining unit to provide noon hour supervision.

N. Driver Education:

1. Priority for employment of Driver Education instructors shall be given to Battle Creek teachers. In the event enough Battle Creek Teachers do not apply, the Board may hire teachers from outside the system.
2. Teachers shall be paid for the 4th of July if it falls during the work week.
3. One (1) day sick leave per summer session is allowed. This is not accumulative and has no relationship to the sick leave provisions of the regular school year.
4. Teachers shall receive a letter of notification for summer employment prior to May 15th of each year.
5. Driver Education hours will be determined by the Directors after consultation with the driver training teachers.

O. Summer School:

1. Priority for employment shall be given to Battle Creek Public School employees when the applicants have equal qualifications and ability in the judgment of the administration.

Qualifications shall be based upon educational background and teaching experience in the anticipated subject area.

2. When applicants for the same position have equal qualifications and ability in the judgment of the administration the teacher with the greatest number of years of teaching experience in the District will be given preference for the position.
3. Teachers shall not be transferred to other departments or grade levels in Summer School without prior consultation with the Summer School principals.
4. All Summer School vacancies shall be posted no later than May 1st of each applicable year.
5. Reasonable effort will be made by the Board to issue contracts or letters of intent to employ as early as possible and no later than May 30th of the applicable year of employment. All contracts are subject to the class materializing.
6. One (1) day sick leave per summer is allowed. This is not accumulative and has no relationship to the sick leave provisions of the regular school year.
7. Summer school teachers will be paid for the 4th of July if it falls during the work week.
8. Maximum class load will be consistent with class size as otherwise described in this agreement.

P. High School Credit Evening Program:

1. Priority for employment shall be given to Battle Creek Public School employees when the applicants seem to have equal qualifications and ability in the judgment of the administration. Qualifications shall be based upon educational background and teaching experience in the anticipated subject area.
2. When applicants for the same position seem to have equal qualifications and ability, the teacher with the greatest number of years of teaching experience in the District will be given preference for the position.
3. Notification of intent to employ shall be issued at least two (2) weeks prior to the beginning of each term. All contracts are subject to the class materializing.
4. Maximum class loads shall be consistent with class size as otherwise described in this agreement.
5. All high school credit evening program vacancies shall be posted no later than three (3) weeks prior to the beginning of each new term.

Q. Supervision of Athletic Events Where Admission Charges are Made:

1. The Board agrees to pay \$30.00 per event in to the three middle school teachers supervising, scoring or timing middle school athletic events where an admission charge is made. At tournaments involving all four middle schools where there is an admission charge and the time of supervision is doubled, each school will be allowed one paid teacher to help supervise the students at the rate of \$30.00 per event.
2. The Board agrees to pay \$30.00 per event in to teachers who are employed for the supervision of all paid athletic events.

R. Tutoring: Teachers shall not tutor for pay in school buildings.

S. Non-Contractual In-Service Days: Voluntary, non-contractual day in-service, as approved by the Superintendent or designated representative, will be paid at the daily rate of \$55.00. The Joint Council will be involved in the planning of district-wide in-service scheduled for pre-school week.

T. Expenses for Travel:

1. In the event it is necessary for any teacher to travel outside the city in pursuance of assigned school duties which have been authorized in writing by the administration, the Board will pay all registration fees and the cost of meals up to five dollars (\$5.00) for breakfast, seven dollars (\$7.00) for lunch, and thirteen dollars (\$13.00) for dinner. Where the cost of a meal is included in the registration fee there will be no additional reimbursement for that meal(s).
2. When teachers are traveling overnight on an assignment connected with Battle Creek Public Schools, the Board will pay a per diem allowance for lodging and expenses other than meals at the rate of seventy-five (\$75.00) per twenty-four (24) hour period. Hotel bills must be filed with detailed expense accounts.
3. Mileage shall be reimbursed to the driver of an automobile at the per mile authorized by the Internal Revenue Service for the prior tax year. Transportation expense will be reimbursed for the least expensive carrier. Where two or more teachers are attending the same meeting, car mileage will be allowed on only one (1) car unless there are unusual circumstances in the judgment of the administration.
4. The Board reserves the right to pay round-trip tourist air fare or round-trip railway coach fare in lieu of automobile mileage.
5. Teachers may request seventy-five percent (75%) of the anticipated expenditures in advance of the trip if the anticipated amount exceeds fifty dollars (\$50).
6. Teachers required in the course of their work to drive personal automobiles from one school building to another, excluding trips either to or from High School to W. K. Kellogg Middle School, shall receive a car allowance authorized by the Internal Revenue Service for the prior tax year.

- U. Paydays: The Board and the Association mutually agree that paychecks shall be issued on a twenty-one (21) or twenty-six (26) pay basis at the option of the teacher each year of this agreement. When a payday falls on a holiday the checks will be issued a day early.
- V. Tenure as Teachers Only: It is understood by both parties, that according to Michigan Tenure Law and according to the resolution adopted by the Battle Creek Board of Education, teachers, now or in the future, holding administrative, consultant or special assignment positions shall have tenure as a teacher, but not as administrator, consultant or special assignment position.
- W. Outdoor Education Center: The regular classroom teachers accompanying the class for a week at the Outdoor Education Center shall work a total of thirty-seven and one-half (37½) hours. All time worked over thirty-seven and one-half (37½) hours will be paid at the rate of \$12.44 per hour. The Director of the Outdoor Education Center will determine their schedule.

ARTICLE VI Teaching Days and Hours

- A. The Board and the Association agree that teachers will not be required to be present at school more than the number of days dictated by the calendar.
- B. Teachers shall work a seven and one-half (7½) hour day with a minimum of a thirty minute duty free lunch period. ECE teachers shall work an average of seven hours a day each five (5) day work week (35 hours per week) with a minimum of a thirty minute duty free lunch period each work day. It is mutually agreed the student day will not start before 7:45 a.m. or after 9:15 a.m.. Teachers, except for ECE teachers, shall be free to leave their assigned buildings on Fridays or the day before a contractual holiday after the teachers ensure the safe and orderly student dismissal and departure from school.

It is further agreed that K-5 elementary teachers assigned before school or after school playground or bus duties may leave 15 minutes early on that day, except Friday, or the day after they were involved with the activity. When possible, assignment to such activities will be on a voluntary basis.

- C. The principal and the staff in each building shall determine their particular parent conference schedule. Plans for lunch and dinner shall be included in the schedule.

It is further agreed that all teachers as part of their professional responsibility will, the week preceding or the week following, confer with all parents desiring a conference. These conferences shall be during the teachers' duty time unless the teacher volunteers other time.

A building may choose by consensus to modify the parent teacher conference schedule. Without a building consensus, the parent conferences will be held based upon the prior year's schedule. In the event that a building chooses to modify the schedule, that building must adhere to the following:

- Notification to Assistant Superintendent of Curriculum and Instruction for approval by the last Friday in September, which must include a plan, dates, and times.
- Conference schedules are to include the equivalent of 1½ work days scheduled after the close of the regular workday.
- Spring and fall conferences are to be held during the weeks designated by the Board in consultation with the Association.

For purposes of this article and section only, the conditions for consensus are that every teacher and administrator within the building:

- Agrees to support the building conference plan, though it may not be everyone's first choice.
- Agrees that sufficient opportunity to influence the plan was allowed.
- Can state what the plan is.

D. Daily preparation for effective teaching, correcting examination papers, themes, and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teachers. The teachers recognize a responsibility to their students and the performance of these duties. Attendance at staff conferences, parent-teacher conferences, P.T.A. meetings are considered part of all teachers' professional duties and teachers may be required to attend such meetings.

E. Faculty Meetings: Regular faculty meetings shall be scheduled on the second and fourth Monday of the school month subject to cancellation if unnecessary.

1. Rules for Collaborative Planning and Facilitation of Regular Faculty Meetings. Regular faculty meetings will be scheduled on the second and fourth Monday of the school month subject to cancellation, if necessary. Regular faculty meetings will use the following rules to ensure collaborative planning and facilitation.
 - a. The meetings shall begin immediately after student dismissal time and all teachers will be present unless expressly excused or on approved leave;
 - b. Meetings shall not extend 90 minutes beyond dismissal time and be scheduled as follows: The meetings shall be as brief as possible but not for more than 70 minutes after student dismissal time and, if mutually agreed by the supervisor and teacher representatives, the meeting may be extended 20 minutes;

- c. Meetings will be collaboratively planned by the supervisor and two representatives of the faculty who will:
- meet on or before the Wednesday immediately preceding the second and fourth Monday
 - develop an agenda for the meeting including start and end times of the meeting and, if necessary, start and end time of a 20-minute extension to said meeting
 - set approximate start and stop times for each agenda item
 - ensure that agenda items are relevant to the goals and mission of the school and school district
- d. The principal will provide a copy of the meeting agenda as collaboratively developed with the two staff representatives to the faculty by placing a copy of the agenda in the faculty members' mailboxes on or before 11:00 a.m. on the last workday before the scheduled staff meeting. The agenda will include the location of the meeting.
- e. Two (2) teacher representatives will be selected by the teachers assigned to the building faculty and will attend the collaborative planning sessions for regular faculty meetings as scheduled by the supervisor/principal.
- f. The meetings will be conducted in a manner that encourages all attendees to participate. The supervisor and teachers will take affirmative action to make it possible for all attendees to state their views. The supervisor/principal will seek input from all attendees. Faculty and administration will provide background information to all attendees. All participants in the meeting will stick to the agenda and follow the timelines given for each item on the agenda. A faculty member who consistently does not participate in the meeting or misses two consecutive meetings will be asked to conference with the supervisor/principal. Student issues/meetings should be discussed and/or scheduled, if at all possible, so that the dates/times for these discussions and meetings will not conflict with regular faculty meetings.
2. Emergency Faculty Meetings: Emergency faculty meetings will be called by the principal/supervisor if an emergency situation occurs. Staff members are expected to attend these meetings unless expressly excused or on a leave of absence.
3. ECE faculty meetings shall be scheduled on the second and fourth Monday of the school month subject to cancellation if unnecessary. Faculty meetings will be as brief as possible and shall begin at approximately 3:30 p.m. and dismissal shall be no later than 5:00 p.m. The Director shall provide an agenda for the faculty meeting and it shall be faxed or sent by school mail so that the teachers may receive it by the Friday before the day of the meeting. Emergency faculty meetings may be called by the Director if an emergency situation occurs.
- F. If all the administrators are absent from a school building for more than one (1) day in succession, the administrative responsibility for the building will be assigned to an administrator by the Administration.

The staff will be notified, at the time of the absence, which administrator is assigned. A teacher may be requested to accept administrative responsibility provided the teacher is given the full authority of an administrator, except for disciplining staff, and a substitute teacher is hired to teach the teacher's class if necessary.

ARTICLE VII Teaching Loads and Assignments

- A. Each full time high school teacher with instructional responsibilities shall have a duty free uninterrupted planning period, equal in length to the regular class period. High school bargaining unit members may be asked to substitute for an absent teacher during their planning time.
- B. Each full time middle school classroom teacher shall have a total of eighty (80) minutes of duty free uninterrupted planning. The amount of time spent attending to team planning and individual planning may vary on a daily basis with the understanding that the teacher or teachers and the principal or appropriate administrator are in agreement that the educational goals of the building are met. Middle school bargaining unit members may be asked to substitute for an absent teacher during their planning time.
- C. Each full time regular K-5 elementary classroom and special classroom teacher shall receive a minimum of between three hundred and ten (310) and three hundred and fifteen (315) minutes per week during the time school is in session for duty free uninterrupted planning time as agreed to by a collaborative planning committee made up of all bargaining unit members and administrators in each building. Up to fifty (50) minutes of the total per week will be provided at the Board's discretion.

If an approved plan does not result in between three hundred ten (310) and three hundred and fifteen (315) minutes of planning per week, the Employer will allow teachers to work one (1) forty (40) minute planning period per week outside the contractually mandated work hours. Performing such an additional planning period shall be voluntary and compensated at the teacher's per diem rate.

Each full time regular ECE teacher shall receive two hundred fifty (250) minutes per week for duty free uninterrupted planning time.

- D. Teachers will be assigned according to certification, if required, and by qualifications as defined by academic preparations in major or minor fields or the equivalent and/or grade level, or subject area teaching experience and shall not be assigned, except temporarily for good cause outside the scope of their teaching certificates or their major or minor fields of study.
- E. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades, will be notified and consulted by their principals as soon as practical prior to June 1. Notice may be given after June 1

when circumstances arising necessitate further changes in assignment. Such changes will be voluntary to the extent possible. This paragraph does not apply to ECE teachers.

- F. Regular education K-12 teachers may request changes in subject or grade assignments within the school building that their teaching assignment is located provided they hold appropriate academic qualifications. When requesting a change the teacher will deliver a request in writing to the principal if the transfer is within the building. Teachers may request and receive a conference to discuss a request within ten (10) work days of submitting the request. During the conference the teacher may request a verbal, constructive and comprehensive evaluation of this request for a change in subject or grade assignment.

ARTICLE VIII Teaching Conditions

- A. The Board and the Association agree to the following maximum class loads:

1. Elementary School Buildings:

- a. (K) Reasonable effort will be made to keep the maximum per teacher at twenty-six (26) students. ECE Teacher class loads will be determined by the Michigan School Readiness Program guidelines.
- b. (1-3) Reasonable effort will be made to keep the maximum average per teacher per building to twenty-six (26) students.
- c. (4-5) Reasonable effort will be made to keep the maximum average per teacher per building to twenty-eight (28) students.
- d. The planning of split grades shall be cooperatively developed between the principal and the staff, particularly the teacher involved. Reasonable effort shall be made in split grades to keep the number at three (3) less than the above maximums.
- e. For the purpose of class size at the elementary level, special education students mainstreamed through an Individualized Education Plan will be counted as one provided the student is in the classroom fifteen (15) hours or more per week.

2. Middle School Buildings:

- a. Reasonable effort shall be made to keep the maximum average class at twenty-five (25).
- b. The number of students assigned to laboratory facilities should not exceed the number the laboratory is planned to serve.

- c. Reasonable effort shall be made to keep the maximum in physical education classes at forty (40).

3. **High School:**

- a. Reasonable effort shall be made to keep the maximum average class at thirty (30) students or less per teacher in academic areas.
- b. The number of students assigned to laboratory facilities should not exceed the number the laboratory is planned to serve.
- c. Reasonable effort shall be made to keep the maximum in physical education classes at forty (40).

B. **Lunch Room, Rest Room and Lavatory Facilities:** The Board shall make available in each school adequate lunch room, rest room and lavatory facilities for teachers' use and at least one (1) room, appropriately furnished, which shall be reserved for use as a staff lounge.

C. The school telephone facilities shall be made available to teachers for their reasonable use. Teachers upon request may have the private use of a phone in all schools.

D. The Board agrees that classes shall not be unduly interrupted for announcements on the school intercom system except in case of an emergency.

E. The Board of Education recognizes the interest of the instructional staff in the building needs of the school and invites their participation in regular and special Board meetings at which present and long range plans are discussed. Further, prior to reaching a conclusion concerning any building program, the Board agrees to give notice to the Association and give the Association the opportunity to meet with the Administration and Board concerning such building programs. Any citizen committee organized by the Board to advise the Board on building needs will include teacher representation.

F. The Board agrees to provide a classroom for each teacher and provide textbooks and materials necessary for the instructional program as deemed necessary by the Board of Education. The Board and teachers will mutually select such materials. The Board further agrees at all times to keep the school reasonably equipped and maintained. Further, that the efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contributions of women and minority groups to the history, scientific and social development of the United States.

ARTICLE IX

Vacancies, Transfers and Promotions

A. Whenever a vacancy in an administrative position, or a position that carries an extra financial stipend, shall occur at any time in the District (K-12), the Board shall publicize the same by giving written notice of such vacancy to the Association. Whenever a vacancy in a teaching position

occurs at the beginning of a new semester, such vacancy shall be publicized in the same manner. No vacancy in an administrative position, or a position that carries an extra financial stipend shall be permanently filled, until such vacancy has been publicized for at least six (6) school days. If the vacancy occurs during the summer months when the regular school is not in session, the President of the Association shall be notified of the vacancy.

B. Transfer:

1. Prior to March 1st of each year teachers may request a transfer from one school to another or to transfer to a different teaching subject for the ensuing year beginning the following August.
2. It is further agreed the Superintendent or Superintendent's designated representative will notify the teacher who has requested a transfer of any proposed vacancy in the area requested. The teacher shall then arrange an interview with the building Principal or appropriate supervisor if the teacher so desires. The applicant for transfer shall have the right to obtain the status of the transfer at any time.
3. Although the Board and the Association recognize that frequent transfers of teachers from one school to another may be disruptive of the educational process and interfere with optimum teacher performance, they also recognize that some transfers for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system will be necessary.

Decisions to involuntarily transfer teachers from one school building to another will be based on the following items:

- Seniority – consideration will be given to transferring the least senior person who is qualified for the position.
- Qualifications needed to successfully implement the assignment.
- Comparability of resources as assigned individual buildings as required by law.
- Grade level or subject area teaching experience and the teacher's ability to assume extra curricular activities.

- C. The Board and the Association mutually agree on the wisdom of granting teachers requests for transfer within the system when the transfer is not detrimental to the educational program. The Board agrees to give preference to bargaining unit members requesting a transfer to fill a vacancy when the bargaining unit member's qualifications are equal to outside applicants. When a bargaining unit member is denied a transfer to a position the bargaining unit member shall be entitled to a conference with the Superintendent or designee. The reasons for denying the transfer shall be stated and discussed. When two (2) or more qualified bargaining unit members apply for a transfer to a vacant position the more senior person shall be given the assignment if the comparability of resources assigned to an individual school, as required by law, is maintained. It is further understood that an applicant's grade level work experience or subject area teaching experience or other appropriate work experience will be considered when deciding which applicant

to award a vacancy to. The applicant's ability to assume extra curricular duties may be considered when deciding which applicant to award a vacancy to.

D. Administrative Positions:

1. The Board and Association mutually agree on the wisdom of promotions from within its own non-administrative staff to administrative positions. The Board agrees to give preference to applicants from the bargaining unit when qualifications are equal to outside applicants. It is agreed that final selection of administrators remains the responsibility of the Board.
2. Bargaining unit members are encouraged to file a letter with the Superintendent or Superintendent's designated representative indicating interest in a particular transfer or type of administrative position.

ARTICLE X
Leaves of Absence

A. General Conditions:

1. Unpaid Leaves: Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Fringe benefits shall not continue and accumulated benefits shall be frozen and available upon return during any unpaid leave of absence except as required otherwise by this Agreement or by law. Seniority shall continue to accumulate during any leave of absence except as otherwise provided in this Agreement.
2. Paid Leaves: While an employee is on an approved paid leave of absence, insurance provisions and benefits shall remain in effect.
3. Assignment of Person Returning from Leave: A teacher returning from a leave of absence is to be returned to the exact same position and building if that position and/or building still exists and subject to the following:
 - a. The leave is not for more than one (1) year.
 - b. Return from leave does not supersede the lay-off provisions of Article XVIII of this contract.
 - c. If the position and/or building no longer exists, the teacher shall be returned to a position as nearly comparable as is possible.
 - d. Early Returns From Leave: There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence of more than ninety (90) days granted under this agreement unless the employee gives a written notice to the Employer of a desire to return to work ten (10) days prior to the teacher's requested date of return. If such notice is given, the employee will be assigned to the former

position or such other substantially equivalent position subject to the provisions of this agreement pertaining to reduction of staff or layoff.

4. **Requests for Leave:** Written requests for leave of absence shall be approved or denied within five (5) workdays after they are received by the Employer. Leave requests which are not supported by required documentation will be denied, but may at the Employer's option be granted under other applicable sections.

B. **Paid Sick Leave:**

1. **Crediting of Paid Sick Leave:**

- a. **Reporting at the Beginning of the Contract Year:** Each regular teacher who reports to work on the first contract workday of any school year shall be credited with up to ten (10) sick leave days prorated based upon the length of the teacher's contract workday. Each ECE teacher who reports to work on the first contract workday of any school year shall be credited with up to nine (9) sick leave days prorated based upon the length of the teacher's contract workday.
- b. **Reporting to Work or Hired After the Beginning of the Contract Year:** Each regular teacher who reports to work or is hired after the beginning of the contract year, shall be credited with up to ten (10) days of paid sick leave prorated upon the portion of the contract that remains for the school year and the length of the teacher's contract workday. Each ECE teacher who reports to work or is hired after the beginning of the contract year shall be credited with up to nine (9) sick leave days prorated upon the portion of the contract that remains for the school year and the length of the teacher's contract workday.
- c. **Increase or Decrease of a Teacher's Contract During a Contract Year:** The number of sick days credited to a teacher whose contract increases or decreases during a contract year shall be prorated based upon the length of the teacher's contract workday in each portion of the contract year. If for some reason a teacher is inadvertently issued more or less sick leave pay than is due them as a result of this change in employment status the number of sick leave days credited to the teacher shall be adjusted at the beginning of the next contract year.

2. **Requesting and Reporting Paid Sick Leave:** Teachers must report the need for sick leave to their supervisors as soon as possible and the Employer may, as a condition of payment, require sufficient medical documentation or FMLA medical certification (see Section T.).

During any sick leave of more than three (3) consecutive workdays, the teacher must provide the supervisor with status updates on a weekly basis or as otherwise reasonably directed by the supervisor.

3. **Granting Paid Sick Leave:** A teacher's available paid sick leave shall be granted when requested by the teacher in increments of not less than one-half (1/2) day. A full-time ECE

teacher who is granted paid sick leave on any Monday shall have one-half (1/2) day deducted from the teacher's personal sick leave accumulation. Paid sick leave will be granted when:

- a. The teacher is disabled from safely performing the essential functions of the teacher's regular job or any other job offered by the Employer which the teacher is otherwise qualified to perform, because of illness, injury, quarantine and/or pregnancy. Such leave shall be taken and exhausted concurrently with a leave under the Family and Medical Leave Act (see Section T.). During any one (1) personal disability of twenty (20) or more work days a teacher has the right to reserve up to ten (10) days of accumulated sick leave. These ten (10) days are not in addition to days allowed during a disability leave which qualifies as FMLA leave.

A teacher shall not be granted paid sick leave for minor ailments which would not affect the safety of the teacher or of other persons or of property, except when the teacher is entitled to FMLA leave due to the "serious health condition" of the teacher (see Section T.).

- b. It is established to the satisfaction of the Employer or, if the Employer is not satisfied, a qualified physician selected by the Employer that a teacher has a medical necessity for physical therapy. Such therapy must be administered by a registered physical therapist. If at all possible, the therapy will be scheduled outside the teacher's scheduled work time or by using an Employer approved alternative work schedule or make-up work opportunities to cover the required time away from work.
 - c. It is necessary for the teacher to go to a medical doctor or dentist appointment during the teacher's work hours.
 - d. It is necessary for a teacher to tend to the needs of an immediate family member due to illness, injury, pregnancy or quarantine. Immediate family shall be interpreted to mean husband, wife, or child. Up to five (5) days of accumulated sick leave each year may be used to tend to a mother or father. Use of sick leave for quarantine or illness in the immediate family shall be for a period of short duration and shall not be used to provide long term care.
4. **Accumulation of Paid Sick Leave:** At the end of each contractual year any unused portion of the sick leave days shall accumulate up to a maximum of two hundred ten (210) days, except that ECE teachers shall accumulate up to a maximum of twenty-five (25) sick leave days
 5. **Falsification or Abuse of Paid Sick Leave:** Falsification of medical documentation or abuse of paid sick leave benefits is grounds for discipline, up to and including termination.

- C. **Unpaid Extended Illness Leave:** A personal leave of absence, not to exceed three hundred sixty-five (365) days, may be granted to a teacher by the Employer for one (1) illness upon the teacher's written request accompanied by sufficient medical documentation. Requests shall be forwarded to the Assistant Superintendent of Human Resources stating the reason for the leave and the beginning and end dates of the leave. After an extended illness, the Board may also request that the teacher present medical documentation from a physician certifying that the teacher is able to return to work. The above mentioned unpaid sick leave days do not run concurrently with paid sick days granted as a result of qualifying for Sick Leave Bank benefits.
- D. **Sick Leave Bank:** A sick leave bank designed to provide teachers with income protection due to long term major physical or mental disability has been established as follows:
1. In any school year that the bank falls below one thousand (1,000) days, each teacher will contribute an additional day to the bank.
 2. Each newly hired teacher will contribute one (1) personal sick leave day to the sick leave bank.
 3. Teachers will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of: (1) the teacher's accumulated sick leave, or (2) a waiting period of fifty (50) workdays during the school calendar year.
 4. The maximum withdrawal for any one teacher cannot exceed one hundred eighty (180) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed one hundred eighty (180) sick days.
 5. When an employee returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period, unless a six (6) month period has elapsed since the employee's return to work. In addition, if a waiting period is interrupted due to a return to work and the teacher is subsequently unable to continue working due to a recurrence of the same disability, the waiting period will be considered uninterrupted.
 6. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank becomes depleted, the Board of Education and the BCEA may, if by mutual consent, assess additional contributions.
 7. Teachers who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Superintendent or Superintendent's designated representative for information regarding the necessary application procedures.

Teachers shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at Board expense, if requested.

8. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) teachers appointed by the BCEA and three (3) representatives of the Board. The final decision regarding the granting of sick leave days will rest with the Board and such decision may be subject to the grievance procedure.
9. The "Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.
10. In the event the Board determines it would be fiscally prudent to replace the Sick Leave Bank with a Long Term Disability plan it shall reserve the option to secure bids for a plan with the following provisions:
 - 66% (2/3) of contractual salary
 - Maximum monthly benefit \$2,500
 - Disability benefits will commence after the expiration of the greater of (1) employee's accumulated sick days, or (2) a waiting period of sixty (60) workdays which need not be consecutive nor for the same illness as long as the last three (3) days are consecutive and for the same illness.
 - Alcoholism/Drug Abuse will be covered as any other illness up to two years, regardless of hospitalization.
 - Mental/Nervous conditions will be covered as any other illness up to two years, regardless of hospitalization.

The Board agrees to accept input from the Association as to other specifications to be included in the Long Term Disability Plan.

11. ECE teachers are not eligible for Sick Leave Bank Benefits. The Board shall provide a Long Term Disability plan for ECE teachers with the following benefits.
 - 66 2/3% of Maximum Eligible Salary
 - Maximum Monthly Benefit - \$2,500
 - Maximum Eligible Monthly Salary \$3,750
 - To Qualify for the Benefit Teacher Must use Greater of Total Accumulated Paid Sick Leave or Satisfy a Waiting Period of 30 Calendar Days
 - No Cost of Living Adjustment
 - Mental/Nervous – Same as Illness
 - Alcohol/Drug – Same as Illness
 - 5% Minimum Payout
 - Pre-existing Limits Waived
 - Family Social Security Offset
 - No Survivor Income
 - After Benefit Starts, Automatic, Statutory or Cost of Living Increases in Income, do not Decrease the Benefit Amount
 - No Educational Supplement

- For the first 2 Years of the Benefit the Teacher Must be Disabled from Performing their Own Occupation Only.

It is understood that the above benefits may be modified by the insurance carrier.

- E. **Workers Compensation Leave:** Any teacher who is absent because of an injury or disease, compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and regular salary for the duration of the illness, not to exceed ten (10) months with no subtraction of sick leave.

It is expressly understood that this provision grants to the Board the right of recovery from a teacher's wage an amount equal to the Worker Compensation paid to the teacher.

F. **Bereavement Leave:**

1. Upon a death occurring in a teacher's Immediate Family the District shall grant paid bereavement leave up to a maximum of five (5) workdays in a school year. Such leave shall not be accruable and may be taken in one-half (1/2) day increments.

The employer is to be notified immediately of a death in the Immediate Family and the extent of the expected absence.

Immediate family shall be interpreted as including a child, parent, sister or brother, and step-relatives and in-laws to the same degree, and spouse, grandchild and grandparent.

2. **Use of Other Paid Leave.** Other paid leave may be requested for bereavement and may be granted subject to the applicable leave language stated herein for the bereavement of:
 - a. a member of Immediate Family when paid bereavement leave is exhausted
 - b. a person other than Immediate Family
3. **Unpaid Bereavement Leave:** The Employer, at its sole discretion, may approve additional unpaid days than what is indicated above. Approval or denial of such leave request is not subject to the grievance procedure in this Collective Bargaining Agreement.

- G. **Representation at Conferences and Meetings:** It is the Board policy to grant leave with pay to allow reasonable teacher representation at education conferences, workshops, seminars conducted by colleges, universities and the Michigan Education Association and National Education Association and/or affiliate departments thereof. It is also Board policy to allow a reasonable number of teacher visitations for the purpose of viewing other instructional techniques and programs. The extent of teacher representation and visitation will depend upon the distance, importance of the meeting or visitation, and the school budget. Teachers desiring to attend such meetings or visitation should secure an application form, discuss it with the principal and then forward it to the Superintendent or Superintendent's designated representative for final decision.

Teachers shall be required to submit a written report or make an oral report to their unit within two (2) weeks of attendance at such meetings or visitations.

H. **Sabbatical Leave:** Teachers who hold a permanent or life certificate and have completed seven (7) consecutive years of teaching in the Battle Creek Public Schools may be granted a sabbatical leave of absence for one (1) semester or for one (1) year for the purpose of travel or study in pursuit of wider knowledge and greater skill in their teaching profession. Teachers will be paid fifty percent (50%) of the salary they would normally receive for the semester or year they are on leave provided they sign an agreement to return to the Battle Creek Public Schools at the beginning of the next semester and remain for at least one (1) year or refund the salary received while on leave. No more than one percent (1%) of the teachers may be granted such leave in any one school year. Teachers desiring such leave should make application to the Superintendent at least three (3) months in advance of the closing of school. Special consideration may be given for unusual circumstances that prevent earlier application. Teachers on such leave desiring to extend the sabbatical leave for a second (2nd) semester may make such request to the Superintendent at least six (6) weeks prior to the end of the sabbatical leave.

I. **Personal Leave:**

1. **Available Paid Personal Leave:** During a contractual work year one (1) to three (3) personal leave days with pay may be requested in increments of one (1) hour by a teacher who reports to work on the first contractual workday of any school year. ECE teachers may request between one (1) and two and one-half (2 ½) personal leave days with pay during a contractual work year. Personal leave days that may be requested shall be prorated for a part time teacher to be equal in length to the teacher's contractual workday. Personal leave days that may be requested by a teacher who reports to work or who is hired after the first contractual workday shall also be prorated based upon the portion of the contractual year remaining.

a. **Academy Teacher Compensatory Leave:** Additional personal leave may be requested by a teacher at an Academy in lieu of paid administrative leave made available to teachers assigned to non-Academy schools per Article VI., B. (p.13) of the Master Agreement. The additional personal leave that may be requested per Academy assignment is:

Southwestern.....	2.5 days
Washington.....	2.0 days
Wilson.....	2.0 days

b. **ECE Teacher Compensatory Leave:** In addition to the personal leave available above, Early Childhood Education (ECE) teachers, who work on Fridays or the day before a contractual holiday, for the purpose of ensuring that bus students are safely delivered to their homes, shall receive up to 40 minutes of compensatory time in the amount of minutes actually worked beyond student dismissal time. The earned compensatory leave shall be taken at the beginning of the next scheduled Monday or during the next workweek as otherwise agreed to by the ECE Coordinator and the leave shall not accrue.

Compensatory leave may not be taken during instructional time. Time paid but not worked shall not be considered hours actually worked for the purpose of earning compensatory leave. Time actually worked per this section and compensatory leave taken shall be documented by a bi-weekly timesheet.

2. **Conditions for Granting Paid Personal Leave:** Reasons for requesting personal leave need not be stated except as noted below. Any request must be made to the teacher's immediate supervisor in writing on an approved form at least forty-eight (48) hours in advance of the date requested, unless an illness, injury or emergency exists which prevents giving the required notice. Any illness, injury or emergency use of paid personal time is conditional upon the teacher providing a written statement documenting that giving the advance written notice was impossible. Requests for use of paid personal time may be denied if the absence of the teacher would unreasonably interfere with the services to be performed.
3. Paid personal leave time that is unused as of the termination of employment for any reason shall automatically lapse and not be paid.
4. Use of paid personal leave time shall not be construed to relieve a teacher of the responsibility to comply with the Employer's required procedures concerning notification of absence from work.

J. **Military Leave:**

1. Military leave of absence shall be granted to any teacher as required by law. Teachers on military leave shall be given the benefit of any increment which would have been credited to them had they remained in active service to the school system. Such leave shall not exceed three (3) years, and sick leave accumulated before military leave shall be reinstated if said teacher returns by the start of the next school year after discharge.
2. Teachers who are members of the military reserve shall receive the difference between their daily rate of teaching pay and their daily rate of military pay when ordered to active duty that cannot be waived until summer, for a maximum of ten (10) teacher days per year.

K. **Unpaid Professional Study:** Any teacher with three (3) years of service in the Battle Creek Public School system may make application for a semester or for a year's leave of absence for professional study or travel. If such leave be granted, it shall be without pay or increment.

L. **Unpaid Exchange Teacher Leave:** Upon application, leave for exchange teacher positions under either national or international programs may be granted to tenured teachers. Any period served as an exchange teacher shall be treated as time taught for purpose of the salary schedule.

M. **Unpaid Peace Corps Leave:** Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps, Vista or Teacher Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule.

N. Unpaid Association Leave:

1. Teachers who are elected officers, other than MEA or NEA president, of the state and national association may upon proper application, be granted a leave of absence not to exceed two (2) years for the purpose of performing duties for the Association. Said teacher will not receive credit toward regular salary increment.
2. In the event a teacher is elected president of the Michigan Education Association or the National Education Association, the teacher upon proper application shall be granted a leave of absence not to exceed four (4) years. The teacher shall receive increment for the time spent in the elected office.

O. Unpaid Public Office Leave: A leave of absence without pay may be granted to an employee with at least one (1) year of seniority for purposes of seeking or filling an elective or appointive public office, provided the employee's activities do not violate applicable law or ethical standards. Such leave will not ordinarily be granted where filling the office constitutes a full-time, paid job. Seniority and other benefits shall be frozen and shall not accumulate during the period of any such leave.

P. Unpaid Child Rearing Leave: A leave of absence shall be granted to a teacher for the purpose of child rearing. A child rearing leave shall end one (1) year after the birth or adoption of the child, unless the Board grants an extension of this time limit. Such leave shall be granted without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective. The teacher shall notify the Assistant Superintendent for Human Resources in writing of the desire to be granted a child rearing leave. The letter requesting leave shall include the date of return and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is requested to begin.

Q. Unpaid Administrative Leave of Absence: The Assistant Superintendent for Human Resources may authorize a teacher to take an administrative leave of absence, without pay, where such leave would benefit the teacher or the Employer. Should the leave be longer than thirty (30) days, the leave will be without benefits. Each request for an administrative leave of absence will be considered on its individual merits. The Employer will review the particular circumstances surrounding each request for a leave of absence with the understanding that its decision will in no way establish a precedent. The decision of the Board to grant or deny a leave of absence is final and not subject to the grievance procedure.

R. Jury Duty Leave: A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. The employee shall receive full pay for the employee's regularly scheduled hours of work during such leave, provided the employee informs the Employer within three (3) working days after receiving a jury summons, and provided further that the employee pays over to the Employer all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.

S. **Court Appearances:** Employees will be granted time off without pay to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of their job duties, or in which the Employer is a party and the employee is not an adverse party, shall be paid at the regular hourly rate for all regularly scheduled working time lost.

T. **Family/Medical Leave:**

1. **Granting of FMLA Leave:** A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any teacher in accordance with the Family and Medical Leave Act (FMLA) for the following purposes:

- a. The birth or placement for adoption or foster care of a child within one (1) year of the child's placement or birth;
- b. Because of a serious health condition of a teacher's spouse, child or parent; or
- c. Because of the teacher's own serious health condition.

2. **FMLA Regulations:** FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under Section 108 of the FMLA – "Special Rules Concerning Employees of Local Educational Agencies" shall apply. The Employer reserves all rights granted to school districts under the FMLA, such as, but not limited to:

- a. The right to substitute all paid leave benefits for unpaid FMLA leave with the understanding a teacher may choose to reserve up to ten (10) days of the teacher's paid sick leave;
- b. To require medical verification of illness;
- c. To require a certificate of fitness as a condition for the teacher's return to work;
- d. To require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for teachers who are married; and
- e. To allow the Employer to define the "twelve (12) month period" referred to in the FMLA as a twelve (12) month rolling period.

3. **Eligibility for FMLA Leave:** In order to be eligible for a FMLA leave of absence the teacher must meet the eligibility requirements set forth in the FMLA and FMLA regulations.

4. **Health Benefits:** In accordance with the FMLA, the Employer shall continue group health plan benefits during FMLA leave. This shall not be construed as a waiver of the Employer's right to recoup premium payments from teachers where permitted by the FMLA or as an agreement to provide health plan benefits greater than would have been provided if the teacher was not on FMLA leave.

U. **Deduction of Pay for Absence:**

1. In the event of absence not covered by this or any other leave policy, the deduction from the teacher's salary shall be one-one hundred ninetieth (1/190) of the contractual salary of a returning teacher and one-one hundred ninety-first (1/191) of the contractual salary of a new

teacher according to the salary schedule. A deduction from an ECE teacher's salary shall be one-one hundred seventieth (1/170) of the contractual salary of a returning ECE teacher and one-one hundred seventy-first (1/171) of the contractual salary of a new ECE teacher according to the ECE salary schedule.

2. Administration of this section does not excuse an employee from not requesting leave pursuant to the contract or policy and does not preclude the district from disciplining an employee for unexcused or excessive absences.

V. **Bargaining Unit Status of Replacement Teachers:**

1. When a leave is approved for a teacher for sixty (60) working days or more, the Board will make a reasonable effort to temporarily employ a qualified replacement teacher, if necessary. The replacement teacher will be placed under a temporary contract at the BA base with fringe benefits and will be eligible for membership in the bargaining unit as outlined in Article I, D.
2. Posting such positions is not required and persons filling such positions are eligible for bargaining unit recognition.
3. Upon completion of the temporary assignment:
 - a. The employment of the replacement teacher shall be terminated unless the replacement teacher is entitled to continued employment pursuant to the Michigan Teachers Tenure Act or Michigan School Code; or
 - b. The teacher shall be returned to layoff status if the teacher filling the temporary assignment was on layoff status when accepting the temporary assignment subject to the teacher being recalled to any vacancy for which the teacher qualifies per Article XVIII.
4. Persons not on layoff status who fill such temporary positions shall not be eligible for nor subject to the lay-off and recall procedures in Article XVII. All contractual obligations to such teachers under this Agreement are dissolved at the end of the temporary contract.
5. Should the replacement teacher be placed under regular contract within one year from the date of expiration of the above temporary contract, seniority credit shall be granted by adjusting the teacher's seniority date to reflect credit for the number of days worked in the temporary assignment, and the teacher will be placed on the appropriate level of the salary schedule.

W. **Job Sharing:** The Board agrees to provide job sharing opportunities where there are compatible teams of teachers who are willing to participate. It is agreed that individual contracts will be signed by the participating teachers and the Board, and that such contracts will be in compliance with the Master Agreement. All salaries and fringe benefits will be prorated, and the contract expires after one (1) year. A teacher may continue a second or more years providing there is a

compatible partner should a partner be necessary. The teacher reserves the right to return to full-time status the following year. The Board shall reserve the right to make an annual determination as regards continuing a job sharing program. If job sharing is offered, the Board shall have the final determination as to individual teacher participation and the selection of teachers for a job sharing position.

ARTICLE XI Retirement

- A. Upon retirement under the provisions of the State Retirement Act, full time teachers who are eligible to begin drawing annuity immediately and choose to do so shall be paid at their last annual rate. The Salary Schedule will be based on a one hundred ninety (190) day year for any accumulated sick leave up to ninety (90) days. For part-time teachers, the benefits will be prorated based on the teacher's assignment.
- B. The teacher must have been an employee of the Battle Creek Public Schools for ten (10) consecutive years (including Board approved leaves of absence) in order to be eligible for this benefit.
- C. If for any reason, at a later date, the employee shall return to employment in the Battle Creek Public Schools, the employee will not be eligible for these benefits a second time.
- D. Teachers shall have a lump sum payment, computed per Section A. of this Article, deposited into a Special Pay Plan Account in the name of the employee in either July or January following the teacher's retirement. Teachers who wish to use all or a portion of their lump sum payment to purchase universal buy-in credit, to pay for MIP buy-back costs owed to MPSERS or to purchase some other retirement credit allowed by MPSERS rules may do so by providing the Business Office with a billing statement from MPSERS and written directions as to what portion of the teacher's lump sum payment is to be sent to MPSERS. The written directions and billing statement must be in the Business Office prior to November 1 or May 1 of any year. Any remaining funds will be deposited into a Special Pay Plan Account in the name of the employee.

Any teacher taking advantage of this provision must have taken care of all necessary paperwork to make retirement official including a letter of resignation for retirement purposes to the Board of Education and a request for the final salary affidavit on or before November 1 or May 1 of any year. The District shall issue and mail a check to MPSERS, in the teacher's name, prior to January 22 or June 22 of any year.

ARTICLE XII Insurance

- A. Plan #1: (Employee plan including Health Insurance)

The following full family insurance plan will be provided to full time employees who have a need for family health insurance. Note: Family is defined as spouse and dependent children.

Effective 7-1-04 all full time employees enrolled in MESSA PAK A shall pay an annual contribution of \$804 (an average of \$67/month). Employees contributing to their health insurance premiums will contribute to those premiums on a pre-tax basis in an amount consistent with the number of pay periods selected (i.e. 22 or 26 pay periods) so as to reduce their payroll taxes.

MESSA-PAK A

1. Health....MESSA SuperCare 1
The drug card co-payment will be \$5.00.
Each teacher shall pay \$100/\$200 Deductible.
2. Dental....Delta Dental Plan E/007
3. Vision....VSP 3
4. Negotiated Life....\$10,000

Group life insurance in the amount of twenty thousand (\$20,000) will be provided by the Board. The policy provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.

B. Plan #2: (Employee plan when Health Insurance is not needed)

The following insurance plan will be provided to full-time employees who do not have need of health insurance.

MESSA-PAK B

1. Dental....Delta Dental Plan E/007
2. Vision....VSP 3
3. Negotiated Life....\$10,000
4. A cash option of \$204.00 per month.

Group life insurance in the amount of twenty five thousand (\$25,000) will be provided by the Board. The policy provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.

C. Plan #3: (Part-time Employee Insurance Plan)

Part-time employees are not eligible for the Plans #1 or #2 but shall be able to select one of the following:

1. Health....SuperCare1 prorated based upon the portion of a full time assignment worked.
The drug card co-payment will be \$5.00.
Each teacher shall pay \$100/\$200 deductible.
Negotiated Life.....\$10,000
2. Dental....Delta Dental Plan E/007 fully paid
Negotiated Life.....\$15,000
3. Waive Delta and have a monthly cash option at Delta rate provided the carrier will accept a waiver of the dental coverage.

The Board has adopted a qualified plan pursuant to Section 125 of the Internal Revenue Code. The plan allows teachers who select Plan #2 or Plan #3 to receive the cash options which are part of those plans. The cash option received by the teachers may be utilized to purchase a tax deferred annuity or for other qualified expenses. All costs relating to the implementation and administration of tax deferred annuity benefits under the plan shall be borne by the Board. To purchase a tax deferred annuity, the teacher shall enter into a salary reduction agreement.

Note: According to IRS rules the Board and the employees pay their portion of FICA taxes.

- D. Insurance coverage for new employees shall begin on the first day of their employment. However, the insurance benefits provided by this Article shall not begin until the teacher has properly completed the necessary forms required by the insurance carrier and otherwise been enrolled for coverage by the insurance carrier. There shall be no obligation to a teacher for insurance coverage until the insurance carrier has accepted the teacher for enrollment. Coverage shall be for a full year effective through the following August for those teachers resigning at the end of the school year. Persons who sever their contract with the district prior to the end of the school year will have their insurance benefits covered by this Agreement terminated the last day of the month of their employment with the school district.
- E. At the time of retirement or resignation the employee may convert the Group Life Insurance policy to any standard policy written by the insurance company for the age bracket involved at premium rates to be paid by the employee. The employee must take a physical examination; if insurable, there is no cost to the Employee or Board; if uninsurable, the Board pays the conversion cost not to exceed sixty five dollars (\$65).
- F. Any teacher who is injured while performing professional responsibilities shall report the accident to the principal or supervisor immediately. The principal will report the accident to the Personnel Manager. The Personnel Manager will notify the Board's third party administrator that oversees Worker's Compensation benefits for employees as prescribed by law.
- G. Teachers who transport children in their own automobile on an occasional basis and acting within the scope of their job duties will be covered to the limits of the Board's liability insurance coverage in excess of the insurance carried by the teacher. All medical bills resulting from a vehicular accident are covered by the teacher's insurance policy per the Michigan no-fault insurance statute.
- H. Tax Deferred Annuities: The Board will make available payroll deduction for teachers who wish such a service for tax deferred annuity plans. The teacher is to pay the full cost over and above any cost incurred by the Board of Education to implement the payroll deduction. Companies qualifying for payroll deduction must meet the specifications determined by the Battle Creek Public Schools Business Office.
- I. The District's Section 125 Flexible Spending Plan covers all qualified expenses.

ARTICLE XIII
Association Rights

- A. The Association shall have the right to use school buildings facilities after working hours without cost for Association business. Every third Monday of each month shall be set aside for Association meetings immediately after the dismissal of students.
- B. The Association has the right to post notices of activities and matters of Association concern on at least one bulletin board in each school building. The Association shall have the right to use the school mail service and teacher mail boxes for communication to teachers.
- C. The officers or representatives of the BCEA, MEA or NEA desiring to meet with a teacher during the teacher's workday shall check with the principal or appropriate administrator. The principal or appropriate administrator will decide whether or not the meeting may take place during the teacher's workday.
- D. Association Leave: At the beginning of every school year, the Association shall be credited with twenty-five (25) days to be used by teachers who are officers or agents of the Association. Such use is to be at the discretion of the Association. Ten (10) full days of the twenty-five (25) days shall be reserved for the specific use of a bargaining unit member who holds an elected non-paying MEA or NEA board of directors' position and who is required to attend ten (10) regular State or National Board meetings. Should no bargaining unit person hold such a position the Association shall be credited with fifteen (15) full Association leave days annually.

The Association agrees to notify the Board in writing no less than forty-eight (48) hours in advance of the date of intended use of such leave. If the urgency of the leave is of such a nature that the 48 hour notice is not practicable, the Superintendent or Superintendent's designated representative and Principal shall be notified as soon as possible prior to departure.

- E. President's Release Time: The Board will release the BCEA president one-half time without loss of pay. The BCEA agrees to reimburse the Board fifty percent (50%) of the President's salary.

The BCEA agrees to protect and save harmless the Board from any and all claims, demands, suits and other forms of liability resulting from the Board's actions in order to comply with this section of the agreement.

ARTICLE XIV
Teacher Evaluation

- A. The evaluation of the work of all the teachers is a responsibility of the Administration.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The teacher shall be given a copy of any evaluation report prepared by superiors and shall have the right to discuss such report with those superiors.

C. Any adverse evaluation of a teacher's performance asserted by the Board or any agent or representative thereof may be subject to the grievance procedure herein set forth; provided, however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Tenure Teacher Act during the pendency of grievance procedures, and (2) as to tenure teachers pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Tenure Teachers Act and said Act shall thereafter govern all proceedings against the teacher.

D. All teachers shall have the right, upon request, to review the contents of their personnel file. A representative of the Association may, at the teachers' request, accompany the teachers in such reviews. The review will be made in the presence of the administrator responsible for the safe-keeping of such files.

Confidential credentials and related personal references normally sought at time of employment are specifically exempted from such review.

E. The Tenure Policy Manual has been developed by the Board and Association to implement the Michigan Teacher Tenure Act. These policies, although not printed in this Agreement, are recognized by both parties as a legal and binding method of operation. A teacher shall be entitled to have an Association representative present during an adverse tenure evaluation. A copy properly signed by the officers of each party is on file in the Board office and the office of the Association. Copies will be supplied to each teacher.

F. Accountability: The Board agrees not to use assessment test scores as the sole criteria for evaluation of teachers.

ARTICLE XV Protection of Teachers

A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Procedure for suspension and expulsion of students from school shall be distributed to students, teachers, and parents each year.

C. Teachers may recommend action concerning a pupil when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, teachers will furnish the principal, as promptly as their teaching obligations will allow, full particulars of the incident in writing. An ECE teacher must also advise the ECE Director.

- D. An allegation of assault and/or battery by a student upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of any rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued by any person or persons other than the Board, as a result of any action taken by the teacher while in pursuit of employment, the Board may provide legal counsel and render all necessary defense assistance to the teacher. If the Board does not provide legal counsel, and the teacher is proven not guilty or not responsible, the Board will reimburse the teacher all legal fees and expense and for time lost, which are not paid by other agencies.
- F. It is recognized that a teacher may need to be released from teaching duties to participate in and/or pursue administrative and legal matters related to an assault and/or battery on the teacher's person, the supervision or expulsion of a student, or the defense of another person's (other than the Board) complaint or legal action taken against the teacher for employment acts. Time lost by the teacher to participate in or pursue the above mentioned administrative and legal matters shall not be charged against the teacher by use of paid leave or loss of pay.
- G. The Board will reimburse teachers for loss, damage or destruction of clothing or personal property as authorized by the Administration, excluding automobiles of the teacher while on duty in the school or on the school premises, providing such loss, damage or destruction is proven the result of student malice or attack or damage occurred in the process of quelling a student disorder.
- H. After receipt of a written complaint directed toward a teacher, no disciplinary action of the District will be taken against the teacher until after the complaint is reported in writing to the teacher. Documentation of a written or oral complaint directed toward a teacher shall not be placed in the teacher's personnel file until the complaint is reported in writing to the teacher.

ARTICLE XVI
Democratic Values

- A. The parties seek to educate young people in the democratic tradition to foster 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.
- B. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interest of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

- C. In the event there is a disagreement between the teacher and supervisor concerning the above mentioned concepts, a committee consisting of a teacher appointed by the Association and a Board representative may be requested by the teacher to meet with the teacher and the supervisor. The committee shall objectively evaluate the issues of disagreement and make recommendations for a solution to the disagreement.

ARTICLE XVII
Layoff and Recall

- A. No teacher shall be laid off pursuant to a necessary reduction in personnel unless necessary due to a decrease in student enrollment, a lack of operating funds, the reduction or elimination of a program, or other reasonable and necessary actions by the Board.
- B. Prior to reaching a conclusion to layoff personnel, the Board will give notice to the Association and give the Association an opportunity to meet with the Board regarding:
1. The necessity and extent of such layoff of personnel.
 2. The criteria to be used in determining the types of programs that will be reduced or eliminated.
- C. The following provisions shall apply if there is a necessary layoff of personnel. Layoffs will occur at the start of a semester for K-12 and Math/Science staff. ECE staff layoffs will occur prior to pre-school preparation days at the start of a school year or no sooner than thirty (30) days after the Board is notified of the elimination or reduction of the MSRP grant. The order of layoff shall be:
1. Temporary teachers teaching under the authorization of a State issued permit according to seniority, certification and qualifications.
 2. Probationary teachers according to seniority, certification, and qualifications.
 3. Tenured teachers according to seniority, certification and qualifications.
 - a. **Seniority:** is defined as the length of continuous service within the bargaining unit from the last date of hire either as K-12 staff, or Math/Science Center staff. ECE seniority is defined as the length of continuous service, employed as a Michigan Department of Education certified Early Childhood Educator, from the last date of hire. Math/Science Center, ECE and K-12 staff will have separate seniority lists. Math/Science Center, ECE and K-12 staff shall neither gain seniority nor bump onto any other's seniority list. Leaves of absence granted pursuant to this contract and lay-off shall not constitute an interruption in continuous service.
 - b. **Certification:** is defined as approved by the Department of Education of the State of Michigan.

- c. Qualifications: are defined as academic preparations in major or minor fields or the equivalent, and/or grade level or subject area teaching experience. .
 - d. In the event of same date of hire, seniority ranking shall be determined by the last four digits of the Social Security numbers of the affected individuals with the person having the highest number ranking first and so on.
 - e. The Board shall prepare three seniority lists annually for each K-12, Math/Science and ECE bargaining unit members; one on or before January 15 and one on or before April 15 of each year and deliver same to the BCEA President. The lists shall contain the bargaining unit members' date of hire, certification, and major/minor areas of instruction.
- D. Teachers on layoff shall be recalled in reverse order of layoff for vacancies and/or new positions opening for which they are certified and qualified. Teachers will remain on the recall list for up to three (3) years. At the end of the three years, if a teacher is not recalled, the teacher will be considered as terminated from the Battle Creek Public Schools.

ARTICLE XVIII Grievance Procedure

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or a group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement. It is expressly understood that a claim must cite the Article violated and clearly demonstrate the violation in order to be a proper grievance.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A "workday" is defined as any day that the Administration Offices are open to the public.
5. The Association and the Employer subscribe to the principles of progressive corrective discipline. The Employer will utilize discipline consisting of counseling, oral warning and/or written reprimands to correct an employee's misconduct or misbehavior unless the Employer determines that the misconduct or misbehavior calls for discipline consisting of suspension or discharge. However, the Employer will not use discipline or discharge to circumvent the layoff and recall provisions of this Agreement and will upon request inform the Association of any discipline or discharge.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss that 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 the opportunity to be present at such adjustment.

C. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.

1. Level One:

Within fifteen (15) workdays of the date the grievant knew, or should have known, that a grievance existed, the grievant shall discuss it with the appropriate principal or immediate supervisor, either directly and/or with an Association Representative, with the object of resolving the matter informally. If the grievance is not resolved at Level One, the principal or immediate supervisor shall issue a written decision to the grievant and Association within ten (10) workdays of the Level One discussion.

2. Level Two:

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) workdays after presentation of the grievance at Level One, the grievance may be filed, in writing, within twenty (20) workdays of the Level One discussion with the Assistant Superintendent for Human Resources or designee.
- b. Within ten (10) workdays after receipt of the written grievance, the Assistant Superintendent for Human Resources or designee shall meet with the aggrieved person or persons in an effort to resolve it.
- c. Within five (5) workdays from the date of the meeting as set forth in "b" above, the Assistant Superintendent for Human Resources or designee shall issue a written decision.

3. Level Three:

If the written decision issued by the Assistant Superintendent for Human Resources or designee is not acceptable to the Association, the Association may submit the case to advisory arbitration within twenty (20) workdays of receiving the written decision. The Arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The Arbitrator's fees and expenses shall be borne equally by the Employer and the Association. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in the award.

4. Level Four:

The Arbitrator's findings and award shall be reviewed by the Board of Education at its next regularly scheduled meeting following the receipt of said findings and award. The Board of Education will issue its decision as to whether or not the award will be implemented to the President of the Association no later than five (5) days from the date of the meeting at which the findings and awards were reviewed.

D. Rights of Teachers to Representation:

1. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing, except that party may not be represented by a representative or by an officer of any labor organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
3. Rights to Representation During Disciplinary Situations:
 - a. A teacher shall at all times be entitled to have a representative of the Association present when participating in a meeting which may result in discipline. When a request for such representation is made, the meeting with the affected teacher shall be postponed a reasonable amount of time to allow the President of the Association to designate a representative.
 - b. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher.

E. Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one building, the Association may submit such grievance in writing to the Assistant

Superintendent for Human Resources or designee directly and the process of such grievance shall commence at Level Two.

2. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision, and the reasons shall be transmitted promptly to all parties in interest including the President of the Association.
3. All documents, communications and records dealing with the processing of grievances shall be filed separately from personnel files.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be jointly prepared and distributed by the parties.
5. The sole remedy available to teacher(s) for any alleged breaches of this Agreement or any alleged violation of their rights under the Agreement shall be pursuant to the grievance procedure. Nothing contained herein shall deprive any teacher of any legal right. If a teacher elects to pursue any legal or administrative remedy other than through the Agreement's grievance procedure, such election shall bar any further or subsequent grievance proceedings for relief under the provisions of this article.
6. A grievance may be withdrawn at any level with or without prejudice or record.

ARTICLE XIX Joint Council

A. Joint Council For Professional Development:

1. The Board and the Association hereby create a council known as the Joint Council for Professional Development. The purpose of the Council is to make recommendations to the District on:
 - a. Professional Development activities for the scheduled "Professional Development Days" mandated by the State of Michigan;
 - b. The specific dates and times for Professional Development activities which are not otherwise determined by the school calendar; and
 - c. A list of activities that fit the State of Michigan definition of Professional Development.
2. The District's mission, Five-Year Education Plan, goals, curriculum, instructional delivery and improvement plans (District and Buildings), and regulations and guidelines developed by the Michigan Department of Education and/or state statutes will be used to assist the Council in writing their recommendations.

3. The Council shall be composed of fourteen (14) members as follows:
 - a. Six (6) administrators appointed by the Assistant Superintendent of Curriculum and Instruction;
 - b. Six (6) teachers appointed by the President of the BCEA;
 - c. The Assistant Superintendent of Curriculum and Instruction or designee; and
 - d. The President of the BCEA or designee.
4. Council members will be appointed within seven (7) calendar days of the ratification of the Collective Bargaining Agreement and on or before May 1 of each subsequent year.
5. The Council shall meet on a regularly scheduled basis as determined by the Council.

ARTICLE XX
Miscellaneous

A. Reporting Absence:

1. **Arranging for Substitute:** The Board agrees to make reasonable effort to maintain an adequate list of substitute teachers. Teachers who find it necessary to be absent from their classrooms will call the District's Substitute Teacher Calling Service, indicating the District's need for a substitute teacher to cover their teaching assignment. The call should be made at least ninety (90) minutes prior to the teacher's report to work time. It is the responsibility of the Substitute Teacher Calling Service to arrange for a substitute teacher. A teacher who is going to be absent because of illness is required to report their absence as prescribed. Failure to call in is grounds for disciplinary action. A teacher may assist the principal, and if other than the principal, the supervisor and the Substitute Teacher Calling Service by recommending a particular substitute teacher(s). The teacher must notify the principal and, if other than the principal, the supervisor and the Substitute Teacher Calling Service if a substitute teacher is contacted directly by the teacher. The preferred substitute teacher may be assigned if available. Teachers are not to hire substitute teachers directly under any circumstances.
2. **Notice of Return to Work:** When a teacher is absent because of an illness in excess of three (3) days, the teacher is required to notify the principal and, if other than the principal, the supervisor when the teacher will be returning to duty. This notification should preferably be made by 3:00 p.m. the day before returning to duty and in no event, later than 7:00 a.m. the day of return. Failure to notify the principal and, if other than the principal, the supervisor, as prescribed, is grounds for disciplinary action.

- B. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent

terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to terms of this agreement.

- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties agree to one mandatory meeting, with additional meetings by mutual consent, in an attempt to negotiate new language which will be legal.
- E. No polygraph or lie detector device shall be used in any investigation of any teacher without the teacher's consent.
- F. Absence up to ninety (90) minutes after the teacher's report to work time caused by accidents or weather conditions or other situations outside the control of the District making transportation extremely hazardous, in the judgment of the immediate supervisor, will be excused with no personal leave or pay deductions provided the teacher has notified the immediate supervisor prior to the teacher's report to work time, if possible.
- G. When a school building is closed for student attendance due to intolerable conditions of the building, the affected teachers will not be required to report to work at that building. The affected teachers will be required to communicate with the Principal or designee for direction to a suitable location.

ARTICLE XXI Conference Committee

The Committee shall consist of three (3) members of the Association selected by the Association and three (3) members selected by the Board to meet when they mutually agree there is a need to have a conference.

It is mutually agreed that either party may submit an agenda to the other party requesting a conference meeting.

The conference meeting will be held at a time mutually set by the Board and the Association.

It is mutually agreed that either party may refuse any item on the agenda.

ARTICLE XXII
Duration

This Agreement shall be effective July 1, 2004 and continue until the 30th day of June, 2005.

For the Board of Education

For the Association

For the Association

GENERAL INFORMATION

It is hereby expressly understood that the items covered under General Information are not a part of this Agreement and are not subject to the grievance procedure.

The A. O. Jones Teachers' Fund was activated during the school year 1955-56, with the stipulation that the interest be used "by employees of the Battle Creek Public Schools for the purpose of aiding them in advanced study, in travel, or in other activities calculated better to fit them for their service to the Battle Creek Public Schools. Preference in making such grants shall be given to employees actively engaged in the classroom instruction of students.... The selection of employees to receive the grants shall be made by members of the Board of Education from a list of recommended employees prepared and submitted by the Superintendent of Schools." The applications for scholarships from the Jones Teacher's Fund are to be filed in the Superintendent's Office not later than April 15 of a given school year on a special form provided for this purpose. Forms may be secured from the Superintendent's Office.

LETTER OF AGREEMENT

BETWEEN

BATTLE CREEK PUBLIC SCHOOLS

AND

BATTLE CREEK EDUCATION ASSOCIATION, MEA-NEA

As a result of the collaborative bargaining process the parties have agreed to reconvene the "Academy Transition" committee. The parties strongly believe that an evaluation of the progress of the "Transition Plan" adopted by the Board of Education in June of 2003 is in the best interest of all stakeholders considering the scarce resources of the District and our common goal to provide the best education possible for all the students of Battle Creek Public Schools.

It is the goal of the parties to expedite this process so that resulting recommendations, if any, can to the greatest extent possible be presented to the Board of Education and if approved by the Board, implemented by the start of the second semester of the 2004-2005 school year or as soon thereafter as may be possible.

For the Board

For the Association

Date

Date

Letter of Agreement
between
Battle Creek Public Schools
and
Battle Creek Education Association/MEA-NEA

Subsequent to several discussions regarding the attendance responsibilities and compensation for part-time teachers attending professional development the parties agree to the following:

1. **Professional Development Days:** Part-time teachers will attend a full-day professional development activity and will be compensated for the additional half-day of work. For the additional part-time pay, the teacher will complete a timesheet and request approval from the building principal. The building principal will submit the timesheet to the Central Office where it will be verified by attendance sheets for the professional development activity and then submitted to the personnel office for processing.

2. **Parent Conferences:** Part-time teachers will work five hours and twenty-three minutes of the scheduled ten hour and forty-five minute day required pursuant to the Master Agreement. Part-time teachers may opt out of the five hour and twenty-three minute commitment after consulting with their building principal and verifying that they have made a parent contact for every child on their case load during the "Conference period." "Parent contact" is defined as a face-to-face meeting with a parent or a telephone conference if the parent and the teacher are not able to arrange a face-to-face meeting. At the middle and high school level, a face-to-face meeting with the parent, a phone conference, or a progress report sent home via the U.S. mail and returned to the teacher with comments and a parental signature attesting that the parent has reviewed the information is sufficient "parent contact."

"Conference period" is defined as the week before, the week of and the week after scheduled Parent Conferences.

Should the part-time teacher, upon advanced approval of the principal, work the entire Conference period, a completed timesheet documenting the additional work will be filled out after Conferences by the teacher and submitted to payroll by the principal so that payment can be made for the additional five hours and twenty-three minutes. Compensation will be based on the "teacher's daily pay scale" as defined by their contractual salary.

This Agreement does not set a precedent.

FOR THE BOARD

FOR THE ASSOCIATION

DATE

DATE

LETTER OF AGREEMENT

Between

BATTLE CREEK PUBLIC SCHOOLS

And

BATTLE CREEK EDUCATION ASSOCIATION/MEA-NEA (Association)

The Battle Creek Public Schools is administering grant funds for Projects with a critical component being the collection of data associated with teacher instruction and student learning in the classrooms. To collect relevant data for the grant evaluation processes, the project/grant administrators and teachers may engage in observations, interviews and surveys. To facilitate grant administration and data collection and to clarify the scope of activities and duties of grant staff the District and Association agree to the following:

1. Grant administrators will provide to participating teachers in advance a written statement of purpose which explains why and how data will be collected through observations, interviews and surveys.
2. Grant administrators will provide to teachers in advance copies of the data collection instrument(s) that will be used in the above-noted projects.
3. Data collected for the above-noted grant processes will not be used to evaluate a teacher as required by the district/association labor agreement and state law and will be used only for those purposes authorized by the grant.
4. The name of a participating teacher and other identification will be held in strict confidence by the district and its agents unless the teacher provides a written waiver of confidentiality and agrees to the release of name and identification through the grant's offices and agents.
5. This letter of agreement does not set any precedent or establish a practice between the district and association and expires June 30, 2005, unless extended by written agreement of the parties.

FOR THE BOARD

FOR THE ASSOCIATION

DATE

DATE

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*Jerry Smith
3-16-2006*

OPTION #12 - 3rd Round - 3-16-06

*DKG 3-16-06 T.A.
M.A. Pie 3-16-06
JZ2 3-16-06
3-16-06
3-16-06
3-16-06
3-16-06*

TENTATIVE AGREEMENT
Between
BATTLE CREEK PUBLIC SCHOOLS
And

BATTLE CREEK EDUCATION ASSOCIATION/MEA-NEA

A. District shall adjust the 2004-2005 salary schedules by 1%. **The District shall pay a 1% increase on 2004-2005 salary schedules effective July 1, 2005 for those teachers not enrolled in health insurance and effective upon ratification by the parties for those teachers enrolled in health insurance.**

B. District shall pay all salary schedule step increases effective July 1, 2005.

C. ECE teachers **may** enroll in MEBS health insurance coverage with a \$10/\$20 drug card program effective **May 1, 2006** which mirrors, as much as possible, the MESSA \$10/\$20 drug program. ~~The enrolled employee will pay an additional \$100 for premium increases resulting from maintaining the current \$5/\$10 drug card program for the months of March and April. The \$100 additional premium contribution shall be spread across every remaining pay check for work performed during the 2005-2006 year effective April 2006 (See Attachment A.).~~

The September 1, 2006 through August 31, 2007 premium contribution for ECE teachers shall remain \$744 per year unless changed as a result of bargaining between the parties.

D. Upon ratification of the Agreement by the parties members enrolled in MESSA health insurance coverage must enroll in one of the following options:

Option a. MESSA Super Care I with a \$10/\$20 prescription card program effective May 1, 2006 or;

Option b. MESSA Choices 2 with a \$10/\$20 drug card program effective May 1, 2006

All enrollment forms must be received by the Human Resources Office on or before 4:30 p.m. on March 24, 2006. Members whose enrollment forms are not received on or before 4:30 p.m. on March 24, 2006 in the Human Resources Office shall be enrolled in Option b.

E. For the 2005-2006 insurance contract year (9-1-05 through 8-31-06) the District shall pay for health insurance premium increases from September 1, 2005 through January 31, 2006. It is understood that the average \$67 per month (\$804 per year) premium contribution currently in place shall continue subject to the adjustments noted below. Increases in the premium contributions are as follows:

Option a. Should a bargaining unit member choose to continue enrollment in MESSA Super Care I for the remainder of 2005-2006 (May 2006 through August 2006) with the \$10/\$20 drug card program effective May 1, 2006, the employee will pay an additional ~~\$678.50~~ \$286.26 for premium increases resulting from maintaining the current health insurance for the months of February, March and April and the difference in premium amounts that will be in place during the months of May, June, July and August. The ~~\$678.50~~ \$286.26 additional premium contribution shall be for insurance benefits spread across every remaining pay check for work performed during the 2005-2006 year effective April 2006 (See Attachment A.).

The premium contribution for Option a shall be \$1044 per insurance contract year (September 2006 through August 2007) unless changed as a result of bargaining between the parties.

Option b. Bargaining unit members may enroll in Choices II and in a \$10/\$20 drug card program effective May 1, 2006. ~~will pay an additional \$392.24 for premium increases resulting from maintaining the current health insurance for the months of February, March and April. The \$392.24 additional premium contribution for insurance benefits received for work performed during the 2005-2006 year shall be spread across every remaining pay check issued for work performed during the 2005-2006 fiscal year effective in April 2006 (See Attachment A.)~~

The premium contribution for Option b. shall remain \$804 per insurance contract year (September 1, 2006 through August 31, 2007) unless changed as a result of bargaining between the parties.

F. It is understood that part-time bargaining unit members will continue to pay for a portion of their insurance premiums pursuant to existing contract language and the additional monthly costs as calculated in 4 a. and 4 b. above will not be paid by the part-time employees.

G. Employees hired after the date both parties ratify the agreement must enroll in Option b or select PAK B. The monthly premium contribution for those new employees who select health insurance coverage shall be an average of \$67 per month for the remainder of the 2005-2006 year ~~until otherwise bargained.~~ *AND R.M.G. M.A.G.*

H. Bargaining unit members employed prior to the ratification of this agreement ~~to the parties~~ may choose to enroll in MESSA Super Care 1 or MESSA Choices 2 health plans during the 2007 MESSA open enrollment effective September 1, 2007 with the following understandings:

a. If a Collective Bargaining Agreement is not in effect for 2007-2008, a bargaining unit member's premium contributions for the twelve month period between September 1, 2007 and August 31, 2008, shall be a percentage of the 2007-2008 MESSA full family non-pak twelve month premium cost for the health plan enrolled in by the bargaining unit member. The percentages for each health plan shall be computed by dividing a bargaining unit member's total premium contribution for Super Care 1 or Choices 2 for the twelve month period between September 1, 2006 and August 31, 2007 by the total premiums for the Super Care 1 or Choices 2 full family non-pak health plan for the twelve month period between September 1, 2006 and August 31, 2007.

b. The understandings in Section H. may be modified through subsequent bargaining between and ratification by the parties

I. Modify the personal leave language found in Section I., 1. of Article X – Leaves of Absence as follows:

1. Personal Leave:

1. Available Paid Personal Leave: During a contractual work year one (1) to three (3) personal leave days with pay may be requested in increments of ~~one (1) hour one-half hour~~ fifteen (15) minutes by a teacher who reports to work on the first contractual workday of any school year. ECE teachers may request between one (1) and two and one-half (2 ½) personal leave days with pay during a contractual work year. Personal leave days that may be requested shall be prorated for a part time teacher to be equal in length to the teacher's contractual workday. Personal leave days that may be requested by a teacher who reports to work or who is hired after the first contractual workday shall also be prorated based upon the portion of the contractual year remaining. Unused personal leave time at the end of a teacher's work year shall be converted to sick leave if the teacher's personal sick leave bank is below two hundred ten (210) days for K-12 teachers and twenty-five (25) days for ECE teachers and added to the personal sick leave banks of the affected teachers on the first work day of the following contract year.

NOTE: All other language found in this section shall remain unchanged.

- J. **Professional Leave:** In recognition of the professional responsibilities performed outside the seven and one-half (7.5) hour work day required by the Collective Bargaining Agreement, language shall be inserted in ARTICLE VI – Teaching Days and Hours which would allow paid professional leave after the student instruction day with the following understandings:
1. A teacher, except for an ECE teacher, may request fifteen (15) minutes of professional leave from their assigned building for the last fifteen (15) minutes of their seven and one-half (7.5) hour work day on Mondays, Tuesdays, Wednesdays and Thursdays if 1) the teacher has satisfactorily completed his/her professional responsibilities and 2) the request for the fifteen (15) minute early departure is approved by the teacher's immediate building supervisor.
 2. A verbal or written professional leave request must be received by the teacher's immediate building supervisor at least one (1) day prior to the day the leave is requested for. **Requests for multiple days of professional leave are permitted.** A standard leave request form is not required and the leave will not be reported on a leave and attendance report.
 3. The immediate building supervisor's decision is ~~is barred from the grievance process~~ **must not be arbitrary or capricious.** Requests for use of paid professional leave may be denied or revoked if the absence of the teacher would unreasonably interfere with the services to be performed by the teacher.
 4. For K-5 Elementary teachers professional leave may be added to leave granted for being assigned playground duty before or after the student instruction day per ARTICLE VI – Teaching Days and Hours.
- K. The parties agree to extend the current collective bargaining agreements for a period of two (2) years (July 1, 2005 through June 30, 2007). All language in the current collective bargaining agreements and all unexpired letters of agreement shall remain unaltered and in effect unless modified by this letter of agreement or subsequent collaborative bargaining.
- L. The parties agree to commence collaborative bargaining by individual bargaining units over non-economic language issues for 2005-2006 and hold discussions of cost neutral solutions for calendars and health insurance immediately after a letter of agreement is ratified. The parties agree to commence collaborative bargaining over health insurance and salary for the 2006-2007 fiscal year prior to March of 2006.
- M. Due to the ongoing economic crisis the parties agree to reconvene the Budget and Resource Advisory Committee to seek and recommend cost saving measures to the Board of Education.
- N. The parties agree to the attached 2005-2006 K-12 School Calendar **and partial 2006-2007 K-12 School Calendar.**

For the District Date

For the BCES Date

For an Addendum to the current Collective Bargaining Agreement

Between the

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT
OF THE CITY
OF**

BATTLE CREEK

And the

BATTLE CREEK

EDUCATION ASSOCIATION, MEA/NEA

Effective: July 1, 2006 - June 30, 2008

NOTE: All language in the 2004-2005 Collective Bargaining Agreement shall remain unchanged except for language found in the Addendum ratified in 2006, letters of agreement entered into since June of 2004 unless otherwise agreed and language reflected in the this addendum.

NOTE: It is the intent of the parties to print a complete up-to-date Collective Bargaining Agreement subsequent to ratifying this contract addendum.

Article V — Professional Compensation — 2006-2007

- 1) Teachers employed during 2005-2006 whose step placement was below the top step of their respective salary schedules shall be moved up one step on the appropriate salary schedule effective July 1, 2006.
- 2) All steps of the 2005-2006 salary schedules shall be increased by 1.5 percent effective July 1, 2006. Retroactive pay shall be issued in a lump sum payment on the second payroll date after ratification of this document by the parties.

Article V — Professional Compensation — 2007-2008

- 3.1 All steps of the 2006-2007 salary schedules shall be increased by 1.25 percent (.0125) effective July 1, 2007.
- 3.2 Teachers employed during 2006-2007 whose step placement was below the top step of their respective salary schedules shall be moved up one step on the appropriate salary schedule effective July 1, 2007.
- 3.3 The projected blended full time equated (FTE) student loss for 2007-2008 is 258.
 - 3.3.1 An additional one-half percent (.005) will be added to the salary schedules if the blended FTE student loss is two hundred thirty (230) or less.
 - 3.3.2 An additional one-quarter percent (.0025) will be added to the salary schedules if the blended FTE student loss is 231 to 245 students.

Article X — Leaves Of Absence — 2006-2007

- 4) Effective upon ratification by the parties sick leave language shall be modified to allow sick leave to be granted in fifteen minute increments with the following understandings:
 - a) Sick leave that is approved when a substitute is required or the teacher is absent for one-half work day shall be used in increments of 3.75 hours for one-half day or 7.5 hours for one day.
 - b) Sick leave approved for a work day which falls on a Friday or the day prior to a student break shall be used in increments of 3.75 hours for one-half day or 7.5 hours for one day.

- c) Sick leave may be used when a teacher is granted sick leave for professional development which occurs during a required professional development work day or during a required professional development activity which takes place outside of the teacher's normal work day.

Article XII — Insurance

- 5) Effective September 1, 2006 teachers who are enrolled in Super Care 1 shall have their premium contribution increase by six hundred dollars (\$600) per year for a total of one thousand six hundred and forty-four dollars (\$1,644.00) and teachers who are enrolled in Choices II shall have their premium contribution remain eight hundred four dollars per year (\$804.00).
- 5.1 Effective the second payroll date after ratification of this document by the parties, \$480 of the increased retroactive Super Care 1 premium contributions shall be assessed in a lump sum payment. The remaining \$120 shall be assessed during the 2007-2008 school year from teachers who remain enrolled in Super Care I.
- 5.2 Effective September 1, 2007 teachers who are enrolled in Super Care I shall have their premium contribution increase by \$400 to (\$2,044) per year and teachers who are enrolled in Choices II shall have their premium contribution remain eight hundred four dollars (\$804.00) per year.

NOTE: A teacher who is enrolled in Super Care I will pay a contribution during the 2007-2008 of \$2,164—a contribution for 2006-2007 of \$120 and a contribution for 2007-2008 of \$2,044, for a total of \$2,164.

- 6) Bargaining unit members employed after March 28, 2006 who enroll in health insurance are required to enroll in the MESSA Choices 2 health plan. Bargaining unit members employed before March 29, 2006 may switch from one health plan to the other (MESSA Choices 2/MESSA Super Care 1) during the 2007 MESSA open enrollment with any changes becoming effective September 1, 2007.

Article XII — Insurance

- 7) Currently there are sixty-five (65) teachers who have elected PAK B rather than being enrolled in health insurance. Effective September 1, 2007 the cash-in-lieu amounts found in PAK B shall be as follows:

TAB E

- a) Two hundred four dollars (\$204) per month if the number of teachers electing PAK B is one (1) to seventy five (75).
- b) Three hundred four dollars (\$304) per month if the number of teachers electing PAK B is seventy six (76) to one hundred (100).
- c) Four hundred four dollars (\$404) per month if the number of teachers electing PAK B is one hundred one (101) to one hundred fifty (150).
- d) Five hundred four dollars (\$504) per month if the number of teachers electing PAK B is one hundred fifty-one (151) or more.

ARTICLE VII Teaching Loads and Assignments

- A. Each full time high school and middle school classroom teacher shall have four hundred (400) minutes of duty free uninterrupted planning during five (5) full days of teaching. A duty free uninterrupted planning period of between fifty-five (55) and sixty (60) minutes within a full student instruction day will be provided.
- B. To ensure four hundred (400) minutes of planning are provided, to the greatest extent possible, during a five (5) day student instruction week up to one hundred twenty-five (125) minutes of additional duty free uninterrupted planning may be mutually scheduled by the teacher and the principal within the teacher work day (e.g. 7:30 a.m. – 3:30 p.m.) but outside of the student instruction day. Additional duty free uninterrupted planning time mutually scheduled outside the student instruction day during work weeks containing less than five (5) student instruction days shall be scheduled on a pro rata basis.

If it is not possible to mutually schedule the additional planning during the teacher work day, due to the educational needs of the students or building schedules, the additional planning may be mutually scheduled by the teacher and the principal for work prior to the start of the teacher work day or after the end of the teacher work day. The teacher shall be paid at his/her per diem rate for the extended work day by timesheets.

- C. The total planning time during a five (5) day student instruction week for a high school or middle school teacher shall not exceed four hundred (400) minutes. The principal and the teacher will collaborate on the scheduling of the teacher's planning time.
- D. A high school or middle school classroom teacher may be asked to substitute for an absent teacher during his/her planning time. A teacher who agrees to substitute for another classroom teacher during his/her planning time may choose to make up the missed planning time with pay by working an extended day prior to or after the teacher work day. The teacher shall be paid at his/ her per diem rate by timesheet for time worked making up such missed planning time.

LETTER OF TENTATIVE AGREEMENT
Between
BATTLE CREEK PUBLIC SCHOOLS
And
BATTLE CREEK EDUCATION ASSOCIATION-MEA/NEA

- 1) The parties tentatively agree to modify sections six (6) and seven (7) of the Explanatory Notes of the 2006-2007 Regular K-12 calendar tentatively agreed to on August 9, 2006, with the following understandings.
- 2) Scheduled hours of student instruction which are not provided due to conditions not within the control of school authorities, such as inclement weather, severe storms, fires, epidemics, utility power unavailability, mechanical breakdowns, water or sewer failure, or health conditions as defined by city, county, or state health authorities will be rescheduled to ensure that there are a minimum number of hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Board to receive full pupil membership and categorical appropriations. Teachers shall be excused from reporting for work during delays or on those days on which school is closed due conditions not within the control of school authorities.
- 3) Teachers will receive their regular pay for time or days that are delayed or cancelled but shall work the rescheduled time or days with no additional compensation. Teachers who have been previously scheduled to take paid leave under this Agreement on a day(s) of pupil instruction that is delayed or cancelled due to the conditions specified in this Article, shall not have their absence on such day(s) charged against paid leave. The hours of work to be made up will be scheduled at the end of the school year or as otherwise agreed to by the parties.
- 4) The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act, to ensure that the District will incur no loss of state aid, and to comply with requirements set forth in the Revised School Code and State School Aid Act respecting the required number of "student instruction" hours.

FOR THE BOARD

FOR THE ASSOCIATION

DATE

DATE

2007-2008 SCHOOL CALENDAR
Regular Education K-12

Pre-school Preparation ^{1,3}	
Newly employed Teachers	Friday, August 24, 2007
All teachers	Monday, Tuesday, Wednesday, Thursday, August 27-28-29-30, 2007 BCEA Orientation, building, and district meetings, one-half day each; the equivalent of two days of Professional Development
Labor Day ^{1,2}	Monday, September 3, 2007
School opens:	Tuesday, September 4, 2007 (half day in morning for students)
Professional Development ³	Wednesday afternoon, October 31, 2007 (half day in morning for students)
Parent-Teacher Conferences ¹	Friday, Nov. 9, 2007
Thanksgiving Vacation ^{1,2}	Thursday and Friday, November 22-23, 2007
Winter Vacation ^{1,2}	Friday, December 21, 2007 through Tuesday, January 1, 2008
Martin Luther King Day ^{1,2}	Monday, January 21, 2008
First Semester Ends	Thursday, January 24, 2008
Record-keeping Day ^{1,3}	Friday, January 25, 2008 (one-half day)
Professional Development ^{1,3}	Friday, January 25, 2008 (one-half day)
Second Semester Begins	Monday, January 28, 2008
Professional Development ³	Thursday afternoon, February 14, 2008 (half day in morning for students)
Presidents Day vacation ^{1,2}	Friday, February 15, 2008 and Monday, February 18, 2008
Good Friday ^{1,2}	Friday, March 21, 2008
Parent-Teacher Conferences ¹	Friday, April 4, 2008
Spring Vacation ^{1,2}	Monday, April 7, 2008 through Friday, April 11, 2008
Memorial Day ^{1,2}	Monday, May 26, 2008
School closes.	Tuesday, June 10, 2008
Record-keeping Day ¹	Wednesday, June 11, 2008 (one-half day)
Teacher Training ^{1,3}	Wednesday, June 11, 2008 (one-half day)
Parent-Teacher Conferences ^{1,2}	Thursday, June 12, 2008
Professional Development ^{1,2,3}	Friday, June 13, 2008

1 School is closed for students.

2 School is closed for teachers.

3 See Professional Development plan developed and recommended by the Joint Council for Professional Development.

This calendar includes one hundred seventy-eight (178) student instruction sessions (which include 175 full days and 3 half-days for 176.5 f.t.e. days), one hundred eighty-eight (188) days for returning teachers, and one hundred eighty-nine (189) days for newly employed teachers. Individual buildings may determine alternate conference schedules equivalent to one and one-half (1 1/2) days, as per Article VI, Section F. Conference days, as designated above, are paid days.

EXPLANATORY NOTES
2007-2008 Regular K-12 School Calendar
September 5, 2007 Student Start Date
(Tentatively Agreed 4/24/07)

This calendar contains 178 student instruction sessions, which include 175 full days and 3 half days of student instruction.

188 workdays for returning bargaining unit members and 189 workdays for new bargaining unit members are scheduled as follows:

1. 1 day for new bargaining unit members only scheduled on August 24, 2007
2. 4 days for all bargaining unit members scheduled on August 27-30, 2007.
3. Professional Development (5 days): Teachers shall participate in the equivalent of five days of professional development, as provided by the State of Michigan. Those five days shall be distributed in 37.5 hours as follows: the equivalent of two days during the five day preschool week in August; the equivalent of two days on four half-days (two when students are dismissed at midday, and two on teacher record days); and the equivalent of one day in four two-hour after-school sessions.

Friday, June 13, 2008 is a compensatory day for hours worked in after-school professional development sessions.

The activities must fit the State definition of Professional Development, be recommended by the Joint Council for Professional Development, and be in concert with the District Educational Plan.

The Joint Council For Professional Development shall schedule District professional development and shall notify the Building School Improvement Committees when their respective times are for Building Professional Development.

District Professional Development: The Joint Council For Professional Development shall plan and provide the equivalent of three days (22.5 hours) for preschool and elementary school teachers and the equivalent of two days (15.0 hours) for middle school and high school teachers, unless the Joint Council determines otherwise for a building, program or department.

Building/Department Professional Development: The Building School Improvement Committees (or a collaborative planning committee for each building, curriculum area, or specialty area) shall plan and provide the equivalent of two days (15.0 hours) for preschool and elementary school teachers and the equivalent of three days (22.5 hours) for middle school and high school teachers, unless the Joint Council determines otherwise for a building, program or department.

4. 3 days scheduled on November 9, 2007, March 21, 2008 and June 11, 2008 for hours worked at parent teacher conferences. November 9, 2007 and March 21, 2008 are reserved for parent teacher conferences. June 11, 2008 is a compensatory day for evening hours worked before and after in addition to the scheduled conference days.
5. Buildings may determine alternate conference schedules equivalent to 1-1/2 workdays (11 hours and 15 minutes) as per Article VI, Section C.
6. Lost Instructional Days and Make-up Days: Scheduled hours of student instruction which are not provided due to conditions not within the control of school authorities, such as inclement weather, severe storms, fires, epidemics, utility power unavailability, mechanical breakdowns, water or sewer failure, or health conditions as defined by city, county, or state health authorities will be rescheduled to ensure that there are a minimum number of hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Board to receive full pupil membership and categorical appropriations. Teachers shall be excused from reporting for work during delays or on those days on which school is closed due conditions not within the control of school authorities.

Teachers will receive their regular pay for time or days that are delayed or cancelled but shall work the rescheduled time or days with no additional compensation. Teachers who have been previously scheduled to take paid leave under this Agreement on a day(s) of pupil instruction that is delayed or cancelled due to the conditions specified in this Article, shall not have their absence on such day(s) charged against paid leave. The hours of work to be made up will be scheduled at the end of the school year or as otherwise agreed to by the parties.

The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act, to ensure that the District will incur no loss of state aid, and to comply with requirements set forth in the Revised School Code and State School Aid Act respecting the required number of "student instruction" hours.

8. OEC and MYCA: It is understood that a teacher assigned at the MYCA or whose class is attending a week at the Outdoor Education Center as part of the District's curriculum is expected to report to work on instructional days which are canceled for the rest of the District. If on such a day the teacher feels that the road conditions are such that their personal safety is at risk or if other circumstances exist which prevents the teacher from reporting to work the teacher may request to use personal leave.