

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, 2012 through June 30, 2017

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

This agreement is entered into effective the **4th day of February 2013**, 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
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- 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.

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
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- 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 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
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- 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
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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.
 - a. Effective February 4, 2013, all employees currently not on the top step of the salary schedule will be adjusted to their full, correct incremental step. These employees will be adjusted by ½ step to their full 2011-2012 step, which as a concession had been reduced by ½ step, in the 2011-2012 school year.
 - b. Effective February 4, 2013, all employees will receive an off-schedule payment of \$450.
 - c. After the step adjustment defined in Paragraph A(2), there will be a step freezewith no increase to the salary schedule for the 2012-2013 school year.

2. a. 2012-2013 188 K-12 Workday Salary Schedule:

BA DEGREE		MA DEGREE	
1	\$33,632	1	\$35,296
2	\$35,507	2	\$37,462
3	\$37,382	3	\$39,635
4	\$39,439	4	\$42,002
5	\$41,326	5	\$44,190
6	\$43,215	6	\$46,360
7	\$45,308	7	\$48,770
8	\$47,193	8	\$50,960
9	\$49,082	9	\$53,150
10	\$51,219	10	\$55,597
11	\$54,448	11	\$57,806
12	\$59,789	12	\$61,780
		13	\$67,607

b. 2012-2013 170 ECE Workday Salary Schedule:

BA DEGREE		MA DEGREE	
1	\$28,252	1	\$29,650
2	\$29,825	2	\$31,469
3	\$31,400	3	\$33,294
4	\$33,130	4	\$35,281
5	\$34,715	5	\$37,119
6	\$36,300	6	\$38,942
7	\$38,058	7	\$40,959
8	\$39,643	8	\$42,806
9	\$41,229	9	\$44,646
9.5	\$42,127	9.5	N.A.
10	\$43,024	10	\$46,702
10.5	\$44,380	10.5	\$47,630
11	\$45,736	11	\$48,557
11.5	\$47,104	11.5	\$50,227
12	\$50,224	12	\$51,895
12.5	-----	12.5	\$53,351
13	-----	13	\$56,790

- B. Hours Awarded Beyond a Bachelors Degree: 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. Teachers completing hours beyond a BA degree as outlined in this section will receive the above stipends from the date credit is awarded, provided a transcript of is filed in the Superintendent's Office within thirty (30) days of completion.
- C. Hours Awarded Beyond a Masters Degree: 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. Teachers completing hours beyond a BA degree as outlined in this section will receive the above stipends from the date credit is awarded, provided a transcript of is filed in the Superintendent's Office within thirty (30) days of completion.
- D. Advanced Degree Beyond a Masters Degree: Effective July 1, 2009 teachers who have earned a PhD or EdD from an accredited higher education university or college in an education related field shall receive a yearly stipend of three thousand five hundred dollars (\$3,500).

Teachers completing a degree beyond a Masters degree on or after July 1, 2009, as outlined in this section will receive the above stipend from the date the degree was awarded, provided a transcript is filed in the Superintendent's Office within thirty (30) days of completion.

- E. 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.
- F. National Board Certification: Effective July 1, 2009 teachers who hold a National Board Certificate awarded by the National Board for Professional Teacher Standards shall receive a yearly stipend of one thousand dollars (\$1,000).

Teachers awarded National Board Certification as outlined in this section will receive the above stipend from the date the certification is awarded, provided a copy of the certificate is filed in the Superintendent's Office within thirty (30) days of completion. (20

- 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. Miscellaneous Stipends:
 - 1. Extended Contracts: 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. 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 5-³/₄ extra days.

A Student Support Specialist must advise the District in writing whether or not he or she will work the 5-³/₄ 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 four (4) percent.

3. Counselor Stipends:

The counselor stipend is paid for ten (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 10% /day.

4. **School Psychologist Stipend:**

School Psychologists will earn a stipend of four (4) percent. The stipend is to be paid for 5-³/₄ 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.

5. **Social Worker:**

The Social Worker four (4) percent Stipend requires the Social Worker to work 5-³/₄ extra days if necessary as follows:
3-³/₄ extra days outside the contract calendar
and
2 extra days within the contract calendar.

NOTE: The two (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 two (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.

6. **Probationary Teacher Stipend:** Probationary instructional classroom teachers who, in accordance with the District Teacher Tenure Policy and Procedures, receive an overall effective or highly effective evaluation at the end of the 2009-2010 school year and each school year thereafter shall qualify for an annual stipend of five hundred dollars (\$500) if they return to employment as a classroom teacher the following school year. The stipend shall be issued to qualifying returning teachers on the second pay date in September.

L. **Annual and Contractual Differentials and Extra Duties:**

1. The following stipends will apply to all stipend positions after February 4, 2013. Stipend positions that are in effect prior to this date will not be effected.

Sport	Stipend (\$)
Baseball-Freshman	2800
Baseball-Head Varsity	3450
Baseball-Junior Varsity	2800
Basketball Head Varsity Mens	6600
Basketball Head Varsity Womens	6600
Basketball Head JV Mens	3450
Basketball Head JV Womens	3450
Basketball Freshman Mens	2800
Basketball Freshman Womens	2800
Bowling Varsity	2350
Cheerleading Varsity	3000
Cheerleading	2000
Cross Country Co Ed	3450
Equipment Manager/Trainer	2800
Football Head Varsity	7000
Football Asst. Varsity Coordinator	3400

Other Activities	Stipend (\$)
Debate/Forensics Head Coach	5045
Drama Head Coach	5045
Band Follies Director	2354
Band Follies Production Director	2018
Concert Band Director	2018
Concert Band Asst. Director	1682
Instrumental Music	1682
Marching Band Director	4036
Marching Band Asst. Director	2018
Orchestra Director (Full Year)	4708
Vocal Music Director (Full Year)	4708
Vocal Music Middle School	1682
Wind Ensemble Director	2354
Counselors MS and HS	2354
Safety Patrol Elementary	673
Noon/Morning Hour Supervisor	2354

Sport	Stipend (\$)
Football Asst. Varsity	3000
Football Head JV	3000
Football Asst. JV	3000
Football Head Freshman	3000
Football Asst. Freshman	3000
Golf Men	3350
Golf Women	3350
Soccer Varsity Men	4500
Soccer JV Men	2800
Soccer Varsity Women	4500
Soccer JV Women	2800
Softball Varsity	3450
Softball JV	2800
Softball Freshman	2800
Swimming Varsity Head Men	4600
Swimming Asst. Varsity Men	3000
Swimming Varsity Head Women	4600
Swimming Asst Varsity Women	3000
Tennis Varsity Men	3350
Tennis JV Men	2350
Tennis Varsity Women	3350
Tennis JV Women	2350
Track Varsity Men	3350
Track Asst Varsity Men	2700
Track Varsity Women	3350
Track Asst Varsity Women	2700
Volleyball Varsity Women	4600
Volleyball JV Women	3000
Volleyball Freshman Women	3000
Wrestling Varsity	4600
Wrestling JV	3000
Wrestling Freshman	2800
Site Supervisor Fitness Center	1000
Middle School Swimming	2500
Middle School Sports	1850

Hourly Assignments	Hourly Rate
Adult Ed - HS Completion	\$26.05
Summer Saturday or Night School	\$23.70
Supervision of School Activities	\$13.04
Curriculum Development	\$23.70

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. Reasonable effort will be made by the Board to issue contracts or letters of intent to employ as early as possible as and no later than May 30th of the applicable year of employment. All contracts are subject to the class materializing.

2. 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.
3. Summer school teachers will be paid for the 4th of July if it falls during the work week.
4. Maximum class load will be consistent with class size as otherwise described in this agreement.

P. **High School Credit Evening Program:**

1. 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.
2. Maximum class loads shall be consistent with class size as otherwise described in this agreement.

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

1. The Board agrees to pay \$30 per event in to the three middle schoolteachers supervising, scoring or timing middle schoolathletic 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 per event.
2. The Board agrees to pay \$30 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. 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) for breakfast, seven dollars (\$7) for lunch, and thirteen dollars (\$13) 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) 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 pay shall be issued on a twenty-two (22) 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 \$12.75 per hour effective July 1, 2006 and \$12.91 per hour effective July 1, 2007. The Director of the Outdoor Education Center will determine their schedule.

<p>ARTICLE VI Teaching Days and Hours</p>

- 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-quarter (7 1/4) 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 a day prior to a break period, or the day before a contractual holiday after the teachers ensure the safe and orderly student dismissal and departure from school. For example, if no school is scheduled on the Wednesday before Thanksgiving break, teachers would be free to leave their assigned buildings at the end of the school day on Tuesday.

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. Parent/teacher conferences will be conducted 4 times per year in sessions lasting 4 hours each. Parent/teacher conferences will adhere to a District-wide schedule as determined in the school calendar. 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.

- 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.

As a part of their professional duties, a presence of teachers equaling not less than one-quarter (1/4) of the building staff will attend P.T.A. meeting. Teachers may sign up for attendance at the P.T.A meetings to achieve the building staff attendance standard.

All high school teachers will attend high school graduation.

- 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 on approved leave.
 - b. Meetings will not extend beyond 180 minutes/month.
 - 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 a.m. on the last workday before the scheduled staff meeting. The agenda will include the location of the meeting.

As an alternative to placing an agenda in the faculty members' mailbox, the agenda may be emailed to all faculty members.

- 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. 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 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.

If, during the course of a school day, a building administrator is out of the building and not accessible to respond to a building emergency, the building administrator will communicate who is in charge of the building.

ARTICLE VII Teaching Loads and Assignments

- A. **High School and Middle School Planning:**
1. 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.

2. 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.
3. 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.
4. 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.
5. 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.

B. Elementary School Planning:

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.

- C. 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.

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. 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.
- B. 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.

C. **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
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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. **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.
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 fifteen (15) 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 3.625 hours for one-half day or 7.25 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 3.625 hours for one-half day or 7.25 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.

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 schoolyear 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 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 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.

a. **Unused Personal Leave:** 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.

- 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 teachers 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.
- d. To address certain qualifying exigencies or caregiving associated with a covered service member. The employee may be required to provide information supporting the need for military family leave.

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.
 - f. "Qualifying Exigency Leave." An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves
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 eighty-eight (1/188) of the contractual salary of a returning teacher and one-one hundred eighty-nine (1/189) 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, 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
4. 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
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- A. Upon retirement under the provisions of the State Retirement Act, full time teachers employed prior to July 1, 2009 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. Upon retirement under the provisions of the State Retirement Act, full time teachers hired after June 30, 2009 who are eligible to begin drawing annuity immediately and choose to do so shall be paid a stipend of seven thousand five hundred dollars. The stipend shall be increased in subsequent fiscal years by the same percentage as the salary schedule is increased or by some other amount as mutually agreed by the Parties.
- C. The teacher employed prior to July 1, 2009 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. The teacher hired after June 30, 2009 must have been an employee of the Battle Creek Public Schools for twenty (20) consecutive years (including Board approved leaves of absence) in order to be eligible for this benefit.
- D. 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.
- E. 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 MPERS, in the teacher's name, prior to January 22 or June 22 of any year.

<p>ARTICLE XII Insurance</p>
--

The following full family insurance plans will be provided to full time teachers who have a need for family health insurance.

Note: Family is defined as spouse and dependent children.

- A. The district shall pay 80% of the total cost of the MESSA PAK A medical premium described below. Employees will pay 20% of their annual medical premium based on their census, (single, 2-person and full family). For the 2013-2014 school year, the premium share will remain an 80/20 share.

All other non-medical MESSA Pak A and Pak B benefits shall be fully paid by the district.

Pak A annual benefits:

- | | |
|--|------------------------------------|
| 1. MESSA Choices (II), OV/UC/ER Copay: | \$20/\$25/\$50 |
| RX Drug Copay: | \$10/\$20 |
| Deductible: | In-\$200/\$400,
Out-\$400/\$800 |
| Riders Included: | XVA2 |
| 2. MESSA Life Insurance | \$10,000 |
| 3. AD&D Coverage: | \$10,000 |
| 4. MESSA/Delta Dental Plan: Class I: | 80% |
| Class II: | 80% |
| Class III: | 80% |
| Annual Max: | \$1,000 |
| Class IV: | 80% |
| Lifetime Max: | \$1,300 |
| Riders: | 2 Cleanings |
| 5. MESSA/Vision Service Plan: | VSP 3 |

- B. Bargaining unit members not electing health insurance shall receive Plan B of the MESSA PAK benefits which shall include the following benefit levels:

Pak B annual benefits:

- | | |
|--|-------------|
| 1. MESSA Life Insurance: | \$10,000 |
| 2. AD&D Coverage: | \$10,000 |
| 3. MESSA/Delta Dental Plan: Class I: | 80% |
| Class II: | 80% |
| Class III: | 80% |
| Annual Max: | \$1,000 |
| Class IV: | 80% |
| Lifetime Max: | \$1,300 |
| Riders: | 2 Cleanings |
| 4. MESSA/Vision Service Plan: | VSP 3 |
| 5. The cash-in-lieu amounts found in PAK B shall be as follows: | |
| 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. | |

- C. 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 #4 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
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- 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 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.

- C. 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.

ARTICLE XV Protection of Teachers
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- 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 Seniority, Certification, Qualifications & ECE Layoff/Recall
--

- 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.
 - 1. 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.

2. 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.
- 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. **ECE Layoff/Recall:** the following provisions shall apply if there is a necessary layoff ECE of personnel. 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 according to seniority, certification and qualifications.

ECE teachers on layoff shall be recalled in reverse order of layoff to ECE vacancies and/or newly created ECE positions only for which they are certified and qualified. ECE teachers are not eligible for recall into K-12 teaching positions. ECE teachers will remain on the recall list for up to three (3) years. At the end of the three years, if an ECE teacher is not recalled, the ECE 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.

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 bywritten 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.

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 p.m. the day before returning to duty and in no event, later than 7 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. The agreement will be made available in an electronic format on the district's web site.
- 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

- A. This Agreement supersedes all previous Agreements between the parties and shall become effective February 4, 2013, and shall remain effective until the 30th day of June, 2017 except as noted in the paragraph below. In the event that any future revenue increases are tied to compliance with Right to Work union security clauses and/or dues withholding provisions, the parties agree to re-open the bargaining agreement and conform the agreement in order to be eligible for such revenues.
- B. All economic provisions contained in Article V and Article XII will remain in effect until the 30th day of June, 2013. Bargaining on these provisions will begin no later than May 1, 2013 and then May 1st of any subsequent years where bargaining is necessary. This bargaining may include salary schedule step advancement, salary schedule changes, lane changes, insurance benefits and other provisions contained in these articles. The future agreements may include one year or multiple year agreements.

For the Battle Creek Public Schools

**For the Battle Creek
Education Association /
MEA/NEA**

Ms. Karen Evans,
Board President

Ms. Barb Giallombardo,
BCEA President

Dr. Linda Hicks,
Superintendent

Mr. George Przygodski,
MEA UniServ

February 4, 2013
Date

Calendars to be included:

- 2012-2013
- 2013-2014
- 2014-2015
- 2015-2016
- 2016-2017

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