

4297

6/30/2000

**AGREEMENT**

Between the

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

**OF**

**BATTLE CREEK**

and the

**BATTLE CREEK  
EDUCATION ASSOCIATION**

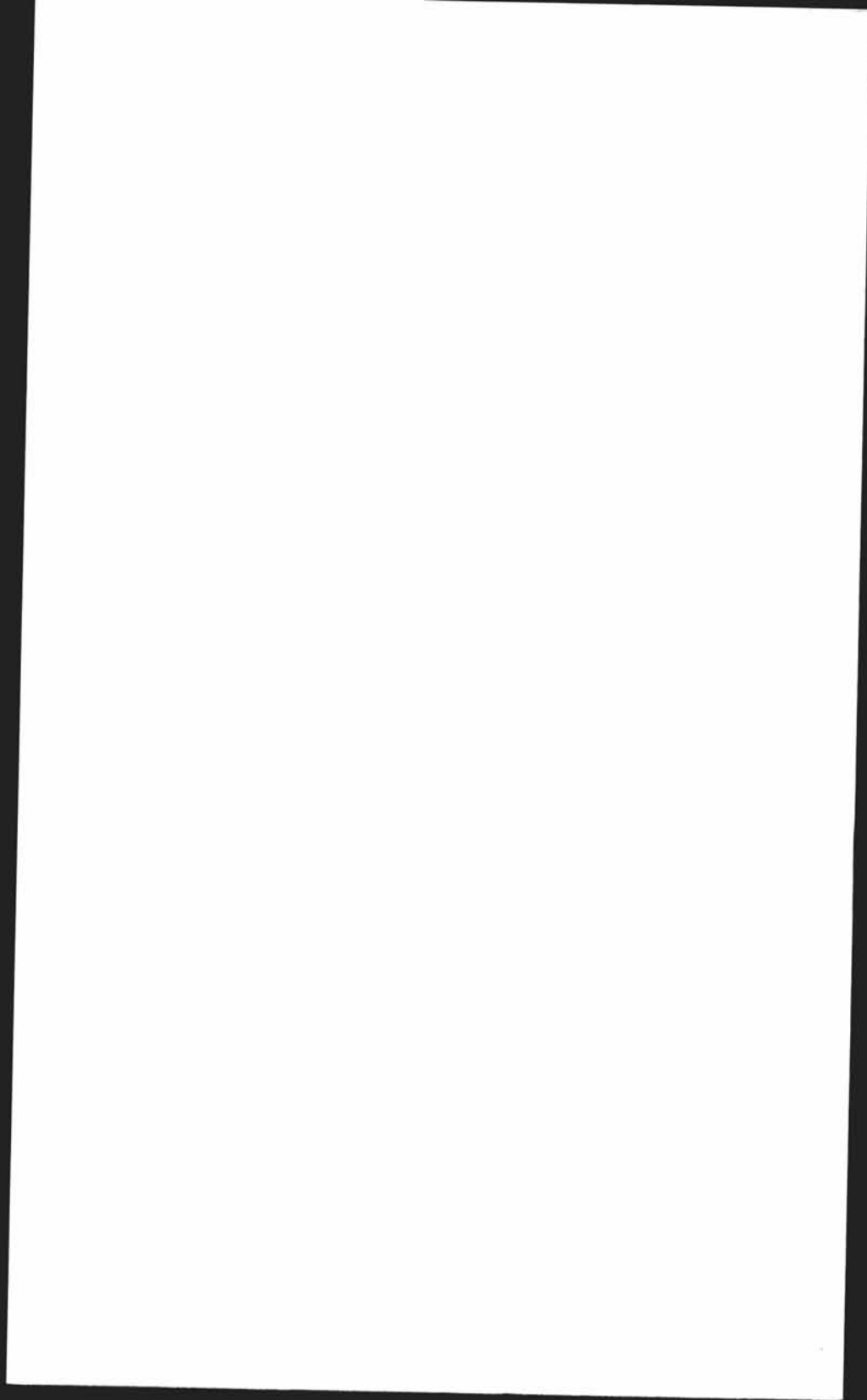
**Effective:**

**July 1, 1997**

**through**

**June 30, 2000**

*Battle Creek Public Schools*



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

This agreement is entered into the 1st day of July, 1997, 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, to bargain with respect to hours, wages, terms and conditions of employment, and

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

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

**ARTICLE I**  
**Recognition**

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional or certified instructional personnel in the grades K-12, including personnel on tenure or probation, classroom teachers, guidance counselors, K-12 librarians, department chairmen, 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, intern teachers, vocational instructors, all Museum curators, 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.

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, for the duration of this agreement.

C. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct equal payments of such dues from the fourth regular salary check of the teacher and each paycheck thereafter through the last pay period in May. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments with the last pay period in May.

D. Any teacher, except teachers employed in the Battle Creek Public Schools who teach less than half-time, who is not a member of the Association in good standing within thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association, or pay a service fee determined by the Association. The teacher may authorize payroll deduction for such dues or fee. In the event that the teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the teacher's wages and remit the same to the Association. The procedure for involuntary deduction shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.

2. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section D above.

3. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

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

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

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

E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, the MESSA/MEA Financial Services options currently available on the application blank, or any other plans or programs designated by the Board.

F. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections A through E of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
5. Neither the Association nor the MEA will seek to invalidate the hold harmless clause or claim that the language is unenforceable.

**ARTICLE II**  
**School Board Rights**

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

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

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

**ARTICLE III**  
**Professional Negotiations**

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

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

B. The Board agrees to furnish to the Association, in response to reasonable requests without placing undue hardship upon the Administration available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance.

C. Prior to reaching a final conclusion to request renewal or additional millage from the community, the Board will give notice to the Association and will give the Association the opportunity to meet with either the Financial Committee of the Board or such other representative as the Board may select to discuss the Board's contemplated request for any millage and its expected allocation thereof.



D. The Board will make no changes in rate of pay, wages, or hours of employment of any teacher without negotiating with the Association.

E. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.

F. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

G. When it is mutually agreed that negotiations referred to in Paragraph A between the Board and Association shall take place during the school day, teachers so engaged shall be released from regular duties without loss of salary.

#### **ARTICLE IV Teachers' Rights**

A. The teachers and Association, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted.

B. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be engaged in on the teachers' own time or on such school time as may be agreed upon between the Board and the Association.

C. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, marital status, or membership in, or association with, activities of any employee organization. The Board and the Association pledge themselves to extend the advantage of public education to every student without regard to race, creed, religion, sex, color, handicap, or national origin and to seek to achieve full equality of educational opportunity to all pupils. 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 his/her employment because he/she has joined or failed to join any lodge, religious group, employees association, union or other lawful organization.

**ARTICLE V**  
**Professional Compensation**

A. Teacher's Salary

1. This agreement shall become effective July 1 of each year and remain effect through June 30 of the following year.
2. 1997-98 schedule:

<u>Years of completed Experience</u>	<u>BA DEGREE</u>	<u>Years of completed Experience</u>	<u>MA DEGREE</u>
0	\$26,419	0	\$27,565
1	\$27,982	1	\$29,366
2	\$29,541	2	\$31,168
3	\$31,102	3	\$32,976
4	\$32,813	4	\$34,945
5	\$34,384	5	\$36,765
6	\$35,953	6	\$38,571
7	\$37,696	7	\$40,576
8	\$39,263	8	\$42,398
9	\$40,836	9	\$44,220
10	\$42,613	10	\$46,257
11	\$45,300	11	\$48,094
11A	\$46,581	12	\$51,400
12	\$48,008	12A	\$52,671
		13	\$54,285

Note: Steps 11A and 12A are for the 97-98 school year only.

BA schedule:

Teachers who were on step 10 in 96-97 will move to step 11A in 97-98.  
Teachers who were on step 11 in 96-97 will move to step 12 in 97-98.

MA schedule:

Teachers who were on step 11 in 96-97 will move to step 12A in 97-98.  
Teachers who were on step 12 in 96-97 will move to step 13 in 97-98.

3. 1998-99 schedule:

<u>Years of completed Experience</u>		<u>BA DEGREE</u>	<u>Years of completed Experience</u>		<u>MA DEGREE</u>
0		\$27,106	0		\$28,282
1		\$28,710	1		\$30,129
2		\$30,309	2		\$31,979
3		\$31,910	3		\$33,833
4		\$33,666	4		\$35,854
5		\$35,278	5		\$37,721
6		\$36,888	6		\$39,573
7		\$38,676	7		\$41,631
8		\$40,284	8		\$43,500
9		\$41,898	9		\$45,369
10		\$43,721	10		\$47,460
11		\$46,478	11		\$49,344
12		\$49,256	12		\$52,736
			13		\$55,696

Note:

BA schedule:

Teachers who were on step 10 in 97-98 will move to step 11 in 98-99.

Teachers who were on step 11A in 97-98 will move to step 12 in 98-99.

MA schedule:

Teachers who were on step 11 in 97-98 will move to step 12 in 98-99.

Teachers who were on step 12A in 97-98 will move to step 13 in 98-99.

4. 1999-2000 schedule:

<u>Years of completed Experience</u>		<u>BA DEGREE</u>	<u>Years of completed Experience</u>		<u>MA DEGREE</u>
0		\$27,811	0		\$29,017
1		\$29,456	1		\$30,913
2		\$31,097	2		\$32,810
3		\$32,740	3		\$34,713
4		\$34,542	4		\$36,786
5		\$36,195	5		\$38,702
6		\$37,847	6		\$40,602
7		\$39,681	7		\$42,714
8		\$41,332	8		\$44,631
9		\$42,987	9		\$46,549
10		\$44,858	10		\$48,694
11		\$47,686	11		\$50,627
12		\$50,537	12		\$54,108
			13		\$57,145

5. MUSEUM CURATORS SALARY SCHEDULE

a. 1997-98 schedule:

<u>STEPS</u>	<u>BA DEGREE</u>	<u>MA DEGREE</u>
1	\$22,341	\$25,098
2	\$23,519	\$26,257
3	\$24,698	\$27,416
4	\$25,876	\$28,575
5	\$27,055	\$29,733
6	\$28,234	\$30,893
7	\$29,412	\$32,053
8	\$30,592	\$33,212
9	\$33,563	\$36,310

b. 1998-99 schedule:

<u>STEPS</u>	<u>BA DEGREE</u>	<u>MA DEGREE</u>
1	\$22,922	\$25,751
2	\$24,130	\$26,940
3	\$25,340	\$28,129
4	\$26,549	\$29,318
5	\$27,758	\$30,506
6	\$28,968	\$31,696
7	\$30,177	\$32,886
8	\$31,387	\$34,076
9	\$34,436	\$37,254

c. 1999-2000 schedule:

<u>STEPS</u>	<u>BA DEGREE</u>	<u>MA DEGREE</u>
1	\$23,518	\$26,421
2	\$24,757	\$27,640
3	\$25,999	\$28,860
4	\$27,239	\$30,080
5	\$28,480	\$31,299
6	\$29,721	\$32,520
7	\$30,962	\$33,741
8	\$32,203	\$34,962
9	\$35,331	\$38,223

The following does not apply to the Museum Curators:  
A1-4, B, C, D, E, F, H, I, K, N, O, P, Q, R, U.

B. Two hundred (\$200) will be added to the salary of teachers who complete fifteen (15) graduate hours beyond the BA degree effective only when official college transcripts or all course grade reports are filed by the teacher in the Superintendent's Office. Graduate work must be in a college-approved program leading to an MA degree in a field appropriate to public school education. Proof of participation in a college approved MA degree program may be requested of the teacher.

C. One hundred fifty (\$150) will be paid to teachers for each ten (10) graduate hours completed 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.

D. Special Education teachers hired on or before August 26, 1977 with special education certificates teaching state reimbursed special education classes will receive a differential of two hundred twenty (\$220) per year.

E. Teachers completing advanced work will receive credit from the date work is completed, provided a transcript of credits is filed in the Superintendent's Office within 30 days of completion.

F. Up to seven (7) years will be allowed for previous experience. In case additional experience is allowed because of unusual circumstances, the Association will be notified. It is agreed that the 7th year experience is not retroactive and in case of an Attorney General opinion or other legal decision to this effect the 7th year clause becomes null and void.

G. Teachers shall be given credit for military experience up to a maximum of two (2) years.

H. Teachers returning to the Battle Creek Schools within two (2) years after their resignation may be given up to full credit for experience previously held.

I. The Board is committed to hiring certified teachers. It 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 and museum curators shall receive a prorated salary based on the amount of time they work and the salary listed in the Schedule.

K. Extended Contracts:

Teachers having extended contracts beyond their number of contractually required days shall be paid a pro-rated 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.



Soccer (JV Head)	8	12
Swimming (Asst.)	8	12
Track (Asst.)	5	9
Volleyball (JV Head)	5	9
Wrestling (JV Head)	5	9
Intramural Sports	6.5 (equivalent of two (2) sessions per week for thirty-five (35) weeks)	6.5 (equivalent of two (2) sessions per week for thirty-five (35) weeks)

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

c. Stipends for freshman coaches:

	Head Coach	Assistant Coach
0-2 yrs. experience	8%	7%
3 yrs. or more experience	9%	8%

d. Junior High School & Elementary School Coaches

Head Basketball (men & women)	6%
Asst. Basketball (men & women)	5
Cheerleading Coach	4 (2 sessions per week during fall & winter)
Head Gymnastics (women)	4 (shortened season - 3 sessions per week)
Asst. Gymnastics (women)	3 (shortened season - 3 sessions per week)
Head Football (men)	6
Asst. Football (men)	5
Head Swimming (men & women)	6
Asst. Swimming (men & women)	5
Head Tennis (co-educational)	6
Asst. Tennis (co-educational)	5
Head Track (men)	6
Asst. Track (men)	5
Head Track (women)	4 (shortened season - 3 sessions per week)
Asst. Track (women)	3 (shortened season - 3 sessions per week)
Head Volleyball (women)	6
Asst. Volleyball (women)	5
Head Wrestling (men)	6
Asst. Wrestling (men)	5
Intramurals	6.5 (2 sessions per week for 35 weeks)

Elementary Sports	\$22.83	(2 sessions per week for 35 weeks for a maximum of 70 scheduled sessions)
	\$23.42	(1998-1999)
	\$24.03	(1999-2000)

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

e. <u>Music Directors</u>	<u>0-2 years comp. experience</u>	<u>3 or more years comp. experience</u>
Wind Ensemble Director	5%	7%
Concert Band Director	5	7
Marching Band Director	7	12
Band Follies Director	5	7
Orchestra Director	10 (full year responsibility)	14 (full year responsibility)
Vocal Music Director	10 (full year responsibility)	14 (full year responsibility)
Assistant Concert Band	6%	
Assistant Marching Band	6	
Band Follies Prod. Mgr.	6	
Jr. High Vocal Music		5 (job description to be prepared)
Instrumental Music		5 (job description to be prepared)

f. <u>Other Professional Assignments</u>	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
School Support Specialist	4%	4%	4%
Noon Hour Supervisors	7	7	7
Lead Teachers	8	8	8
Math/Science Lead Teacher	8	8	8
School Social Workers	4	4	4
Counselors (Sr. & Jr. Hi)	7	7	7
Adult Ed. (HS completion)	\$21.67/hr.	\$22.23	\$22.81
Driver Ed.	\$19.72/hr.	\$20.23	\$20.76
Summer School	\$19.72/hr.	\$20.23	\$20.76
Supervision of School (example OEC) activities at times other than regular school hours	\$10.85/hr.	\$11.13	\$11.42
Usher Club Sponsor	\$10.82/hr. - two (2) hour minimum	\$11.10	\$11.39
Safety Patrol Sponsor (Elementary)	2% (job description to be prepared)	2%	2%



2. The above positions are not mandatory and can be filled or not at the discretion of the Board. The positions will be posted when necessary and filled by bargaining unit personnel who are available and qualified. Should no Battle Creek teacher be available and qualified the positions may be filled by non-bargaining unit applicants at a lesser salary to be determined by the Board.

3. During the duration of this contract all hourly rates shall be improved by the percentage factor applied to salary schedule improvements.

4. Persons holding an extra stipend position in 1984-85 shall as long as they continuously hold the position, suffer no loss because of any changes or adjustment in stipend percentages.

5. One junior high coach shall be assigned each team with the exception of football where two varsity coaches will be assigned. Additional coaches at the junior high school level may be assigned at the discretion of the Board when it is established that a minimum of thirty five (35) athletes are in regular attendance at practice sessions.

#### M. Breakfast and Noon Hour Supervision

1. Elementary teachers shall not be required to supervise during the noon hour or during the breakfast programs.

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

#### N. Driver Education

1. Priority for employment of Driver Education instructors shall be given to Battle Creek teachers. In the event enough Battle Creek Teachers do not apply, the Board may hire teachers outside the system.

2. Teachers shall be paid for the 4th of July if it falls during the work week.

3. One (1) day sick leave per summer session is allowed. This is not accumulative and has no relationship to the sick leave provisions of the regular school year.

4. Teachers shall receive a letter of notification for summer employment prior to May 15th of each year.

5. Driver Education hours will be determined by the Directors after consultation with the driver training teachers.

O. Summer School

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

P. High School Credit Evening Program

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

Q. Supervision of Athletic Events

1. The Board agrees to pay ten dollars and forty-three cents (\$10.43) per event (\$10.70/98-99; \$10.98/1999-2000) to the three junior high teachers supervising, scoring or timing junior high athletic events where an admission charge is made. At tournaments involving all four junior high 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 seventeen dollars and thirty-two cents (\$17.32). (\$17.77/98-99; \$18.23/1999-2000)

2. The Board agrees to pay twelve dollars and ninety-eight cents (\$12.98) to teachers who are employed for the supervision of all paid athletic events. (\$13.32/98-99; \$13.66/1999-2000)

3. The Board will be responsible and elementary coaches will assist in obtaining needed transportation for boys' elementary athletic events.

R. Tutoring

Teachers shall not tutor for pay in school buildings during the school year.

S. Non-Contractual In-Service Days

Voluntary, non-contractual day inservice, as approved by the Superintendent or his/her representative, will be paid at the daily rate of \$55.00. The Joint Council will be involved in the planning of district-wide inservice 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 three dollars and fifty cents (\$3.50) for breakfast, five dollars and fifty cents (\$5.50) for lunch, and eight dollars and fifty cents (\$8.50) 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 forty dollars (\$40) 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 rate of twenty-five cents (\$.25) per mile. 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.

Note: The amounts in #1, #2 and #3 are effective upon ratification of the agreement by both parties.

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).

#### U. Pay Days

The Board and the Association mutually agree that paychecks shall be issued on a twenty-one (21) or twenty-six (26) pay basis at the option of the teacher each year of this agreement. When a pay day 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.

### ARTICLE VI Teaching Days and Hours

A. The Board and the Association agree that teachers will not be required to be present at school more than the number of days dictated by the calendar.

B. All teachers will have the number of days for the opening of school and the closing of schools as dictated by the calendar.

C. During 1997-98 teachers shall work a seven (7) hour day with a minimum of a thirty minute duty free lunch period. During 1998-99 teachers shall work a seven and one-fourth (7-1/4) hour day with a minimum of a thirty minute duty free lunch period. Beginning with the 1999-2000 school year, teachers shall work a seven and one-half (7-1/2) hour day with a minimum of a thirty minute duty free lunch period. It is mutually agreed the student day will not start before 7:45 a.m. or after 9:00 a.m. Teachers shall be free to leave on Fridays or the day before a holiday after student dismissal.

It is further agreed that 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.

#### D. Counselors' Hours

The counselors' hours will be eight (8) hours a day. The counselors will have a thirty (30) minute lunch period that will be a part of the work day. On Friday and the day before a holiday counselors shall be free to leave one-half hour early. During the 1998-99 school year the Counselor stipend is to include three (3) full days of work before the teacher's calendar and three (3) full days of work after the teacher calendar. Beginning

with the 1999-2000 school year the Counselor stipend is to include five (5) full days of work before the teacher's calendar and five (5) full days of work after the teacher calendar. The scheduling of these days may be different than the above, provided there is mutual agreement between the counselor and his/her principal.

E. 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 Junior High School, shall receive a car allowance of twenty cents (25¢) per mile. In addition, persons driving their automobile as part of their teaching assignment shall receive:

Twenty-three dollars (\$23) per year for driving up to (500) miles per year.

Thirty-four dollars (\$34) per year for driving (501) to (1500) miles per year.

Forty-six dollars (\$46) per year for driving (1501) miles and over per year.

The same allowance, twenty-five cents (25¢) per mile, shall be given for use of personal cars for field trips or other business of the district when authorized in writing by the Board in advance of the field trips or other business of the district.

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

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

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

- \* Notification to appropriate Director of Instruction for approval by the last Friday in September, which must include a plan, dates, and times.
- \* Conference schedules are to include the equivalent of 1-1/2 work days scheduled after the close of the regular work day.
- \* Spring and fall conferences are to be held during the weeks designated by the Board in consultation with the Association.

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

- \* Agrees to support the building conference plan, though it may not be everyone's first choice. One example of measuring consensus is the "Fist Five" method.
- \* Agrees that he or she has had sufficient opportunity to influence the plan.

\* Can state what the plan is.

G. 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.

#### H. Faculty Meetings

Regular 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 immediately after student dismissal time and not extend more than ninety (90) minutes beyond dismissal time. The principal shall provide an agenda for the faculty meeting and it shall be in the teachers' mail boxes prior to noon of the day of the meeting. Emergency faculty meetings may be called by the principal if an emergency situation occurs.

I. The regular classroom teachers accompanying the class for a week at the Outdoor Education Center shall work a total of thirty five (35) hours. All over thirty five (35) hours will be paid at the rate of ten dollars and eighty-five cents (\$10.85) per hour. The Director of the Outdoor Education Center will determine their schedule. (1998-99 = 36 hours, \$11.13; 1999-2000 = 37.5 hours, \$11.42)

J. Whenever the principal of an elementary school leaves the building for more than one (1) day in succession, the administrative responsibility for the building will be assigned to an administrator by the Board.

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 and a substitute teacher is hired to teach his/her class.

K. Sections A through J shall not apply to museum curators. Museum Curators days and hours shall be as follows:

#### Museum Curators Days and Hours

1. Museum Curators shall be employed on a twelve month basis.
2. The regular work week shall consist of five uninterrupted days. The present monthly scheduling procedure will continue to be followed.
3. Museum Curators may request additional evening or Saturday work as part of their forty (40) hour week and to the extent possible appropriate scheduling will be considered.

4. If a Museum Curator works more than forty (40) hours in a week the curator shall be eligible for compensatory time off to be scheduled by the Director or his/her designee consistent with prevailing laws.
5. Museum Curators shall have a fifteen (15) minute break during each four (4) hour period, and a duty free lunch period of at least thirty (30) minutes.
6. The parties agree that the Director, Assistant Director and those Department Heads not by definition part of the bargaining unit shall be allowed to do work which may be similar to those members of the bargaining unit providing it does not take the place of hiring an additional curator. The parties further agree that Kingman Museum may continue to use subject area specialists (defined as individuals with specific areas of expertise) who are utilized for short term or special projects, and interns providing they do not take the place of the Museum Curator.
7. The hours the museum is open for service is scheduled by the Director. Employee work schedules shall be determined by the Director or his/her designee.

#### **ARTICLE VII Teaching Loads and Assignments**

A. Each full time secondary teacher shall have a duty free uninterrupted planning period, equal in length to the regular class period. Secondary teachers may be asked to substitute for an absent teacher during their planning time.

Note: The first two paragraphs of Section B. apply in first semester of 1997-98 only.

B. Elementary teachers shall receive a minimum of two hundred (200) minutes per week during the time school is in session for planning time. Up to fifty (50) minutes of the total per week will be provided at the Board's discretion. One hundred sixty-five (165) minutes of the total per week will be provided by art, music and physical education teachers or by other elementary certified teachers.

Reasonable effort will be made to provide a minimum of thirty (30) minutes or more planning time four (4) days per week during the time school is in session for planning time.

Starting second (2nd) semester of 1997-98, the goal is to increase planning time for each elementary teacher by a range of ten (10) to twenty (20) minutes per week. Between one hundred seventy-five (175) and one hundred eighty-five (185) minutes per week will be provided by certified teachers. Up to fifty (50) minutes of the total per week will be provided at the Board's discretion.

For the 1998-99 school year, elementary planning time will remain as in the second (2nd) semester of the 1997-98 school year.

Upon ratification of the 1997-2000 Master Agreement between the parties, an eight (8) member committee shall be appointed to resolve the elementary planning time issue. The committee is to be made up of four (4) representatives appointed by the BCEA and four (4) appointed by the Board of Education. The committee's charge is to develop mutually acceptable deliveries to provide five (5), forty-five (45) minute elementary planning periods per week effective 1999-2000. These deliveries are to be presented as part of the contract reopener for the year 1999-2000. There will be no less elementary planning time in 1999-2000 than in 1998-1999 (225 to 235 minutes per week).

C. Teachers will be assigned within their area of competence and shall not be assigned, except temporarily for good cause outside the scope of their teaching certificates or their major or minor fields of study.

D. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades, will be notified and consulted by their principals as soon as practical prior to June 1. Notice may be given after June 1 when circumstances arising necessitate further changes in assignment. Such changes will be voluntary to the extent possible.

E. Teachers may request changes in subject assignments provided they hold academic qualifications. When requesting a change the teacher will deliver a request in writing to his/her Principal if the transfer is within the building, or to the Superintendent or Superintendent's designated representative, if in another building. Teachers may request and receive a conference within ten (10) school days. During the conference the teacher may request a verbal, constructive and comprehensive evaluation of this request for a change in subject assignment.

Sections A through E do not apply to museum curators.

#### **ARTICLE VIII Teaching Conditions**

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

1. Elementary (K-6)

- a. (K) Reasonable effort will be made to keep the maximum per teacher at twenty six (26) students.
- b. (1-3) Reasonable effort will be made to keep the maximum average per teacher per building to twenty six (26) students.
- c. (4-6) 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. Secondary (7-12)

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).

d. For the purpose of class size at the secondary level, EI students mainstreamed through an Individualized Education Plan will be counted as one provided the student is assigned to the classroom on a regular basis.

B. Professional Growth

1. The present credit requirement of six (6) hours every four years as described in item four (4) of this article be maintained up to the completion of an MA Degree or thirty (30) graduate hours beyond the Bachelor's, but not to be required after a teacher reaches fifty five (55) years of age.

2. After completion of the MA Degree or thirty (30) graduate hours of credit, the teacher must earn three (3) hours of credit every six (6) years until the age of fifty five (55). If the teacher reaches age fifty five (55) during a six (6) year block period, said teacher shall earn one (1) credit for each two (2) year period or portion thereof prior to his/her fifty-fifth (55th) birthday. No further credit need be earned after a teacher reaches fifty five (55) years of age.

3. A statement of credits earned shall be filed in the central office upon completion of the work. Local credit must be in terms of semester hours.

4. Credit Toward Professional Growth - Credit toward the professional growth requirements shall be granted for college hours, approved local credit, travel, in-service training and workshops, as described below:

a. College Hours - A maximum of three (3) hours credit can be earned through auditing courses and applied toward professional growth requirements. A statement

signed by the class instructor must be presented indicating total hours in attendance and that a fee was paid.

Approved courses offered by the Adult Education program can be taken. These courses are starred (\*) in the evening school bulletin.

Upon completion of any course or courses each teacher should send his/ her credit card or statement to the Superintendent's Office for recording of credit on the teacher's cumulative credit record. Any credit whether or not towards a graduate degree, granted by an approved institution, will be considered as approved for the hour requirements. Such credit cards and statements will be returned to teachers with notification of approval.

b. Approved Local Credit - To receive one (1) hour of local credit, twelve (12) clock hours must be completed. 1/12 of a local credit shall be granted for each clock hour completed in an approved educational conference or workshop. Upon completion of 12 clock hours, the one (1) hour of local credit shall be recorded in the personnel file.

Attendance at educational conferences coming during the summer months and lasting a week or more will be considered to the extent of one hour local credit if the person attending does so at no expense to the public schools.

Supervising teachers in the student teaching and Elementary Intern Program are allowed two (2) hours local credit for the first student teacher and one (1) hour credit for each student teacher thereafter. A maximum of five (5) hours of the required six (6), or two (2) hours of required three (3), in any four (4) year block may be earned in this manner.

Upon prior approval of the Board, a local credit shall be allowed for approved summer work in a field related to the teacher's classroom assignment as follows:

One (1) hour of local credit shall be allowed for each four continuous weeks of work-related experience.

A maximum of two (2) local credits may be earned in any one summer in this manner.

Upon completion of the work-related experience the teacher shall submit a written report to the Superintendent's office.

c. Approved Travel - Upon recommendation of the Superintendent or Superintendent's designated representative, approved travel of an educational nature may be accepted in lieu of credit earned by college attendance by teachers who hold a degree. Application for travel credit can be secured from the Superintendent or Superintendent's designated representative office and must be returned to that office for approval before a trip is taken.

For approved travel in Michigan - one (1) hour credit (at least one (1) week or more in time, and one thousand (1,000) or more miles of travel round-trip).

For approved travel in U.S., Canada, Mexico - two (2) hours (at least two (2) weeks or more in time and two thousand (2,000) miles of travel round-trip).

For approved foreign travel - four (4) hours.

A maximum of four of the total of six (6) hours required may be earned by travel.

All reports on travel must be filed within three (3) months after school opens in the fall if credit is to be received.

d. In-Service Training - Credit may be approved for a year's work on a school sponsored committee activity as may be developed by the In-Service and Instructional Council.

5. If a teacher finds it possible to earn more hours than needed in a given period, up to half of the required credits may be applied to the next period.

6. Teachers who fail to earn credit as prescribed herein shall have one hundred (\$100) deducted from their annual contracted salary, provided they have been given written notice of deficiency at least one (1) year in advance.

It is agreed that those teachers formerly employed by the Springfield Public Schools who because of merger became teachers employed by the Battle Creek Public Schools shall have begun the block of time appropriate to their status (see Article VIII, B, 1 & 2 above) July 1, 1984.

#### C. Lunch Room, Rest Room and Lavatory Facilities

1. 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.

D. The school telephone facilities shall be made available to teachers for their reasonable use. An extension will be placed in a convenient location for teacher's use in the high school. Teachers upon request may have the private use of an existing phone in all schools.

E. The school shall make reasonable effort to provide adequate parking facilities for teachers except when substantial capital investment would be needed to accomplish this goal.

F. The Board agrees that classes shall not be unduly interrupted for announcements on the school intercom system except in case of an emergency. Announcements should be limited to the first two (2) minutes or last two (2) minutes of any class period, or to the five (5) minute homeroom period in Secondary only.

G. 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.

H. 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.

Sections A, B, C, F, and H (the first 2 sentences only) do not apply to museum curators.

#### **ARTICLE IX Vacancies, Transfers and Promotions**

A. Whenever a vacancy in an administrative position, or a position that carries an extra financial stipend, shall occur at any time in the District (K-12), the Board shall publicize the same by giving written notice of such vacancy to the Association. Whenever a vacancy in a teaching position occurs at the beginning of a new semester, such vacancy shall be publicized in the same manner. No vacancy in an administrative position, or a position that carries an extra financial stipend shall be permanently filled, until such vacancy has been publicized for at least six (6) school days. If the vacancy occurs during the summer months when the regular school is not in session, the President of the Association shall be notified of the vacancy.

##### B. Transfer

1. Prior to March 1st of each year teachers may request a transfer from one school to another or to transfer to a different teaching subject for the ensuing year beginning the following August.

2. It is further agreed the Superintendent or Superintendent's designated representative will notify the teacher who has requested a transfer of any proposed vacancy in the area requested. The teacher shall then arrange an interview with the school involved if the teacher so desires. The applicant for transfer shall have the right to obtain the status of his/her transfer at any time.

3. Although the Board and the Association recognize that frequent transfers of teachers from one school to another may be disruptive of the educational process and interfere with optimum teacher performance, they also recognize that some transfers for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system will be necessary.

It is agreed involuntary transfer decisions will be based on the following items:

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

Transfer language does not apply to the curator position.

C. The Board and the Association mutually agree on the wisdom of granting teachers requests for transfer within the system when the transfer is not detrimental to the educational program. The Board agrees to give preference to teachers requesting a transfer to fill a vacancy when qualifications and general ability seem to be equal to outside applicants. When a teacher within the system is denied a position for which he/she has applied, he/she shall be entitled to a conference with the Superintendent or his designee and the reasons for denying the transfer stated and discussed. When two (2) or more current teachers apply for and are qualified for transfer to an open position the more senior person shall be given the assignment provided that by so doing ethnic make-up of the school staff is not compromised and comparability of resources assigned an individual school as required by law is maintained. It is further understood that an applicant's grade level or subject area teaching experience and his/her ability to assume extra curricular duties will be considered part of the decision to assign.

#### D. Administrative Positions

1. The Board and Association mutually agree on the wisdom of promotions from within its own teaching staff to administrative positions. The Board agrees to give preference to applicants from the staff when qualifications and general ability seem to be equal to outside applicants. It is agreed that final selection of administrators remains the responsibility of the Board.

2. Teachers are encouraged to file a letter, prior to posting, with the Superintendent or Superintendent's designated representative indicating the transfer or type of administrative position to which he/she aspires.

### **ARTICLE X**

#### **Sick Leave**

A. All regular full time teachers shall be allowed ten (10) sick leave days each school year without loss of salary. Part-time teachers, teaching one-half (1/2) time to full time, shall be allowed ten (10) days equal in length to the part time they are working each

school year without loss of pay. At the end of each school year any unused portion of the sick leave days shall be accumulated to a maximum of two hundred ten (210) days. At the start of each school year the sick leave for part-time teachers will be calculated based on the current year's assignment.

1. Sick leave days shall be granted for personal illness, quarantine or serious illness in the immediate family. 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.

B. A new teacher who is absent due to illness at the time school opens in the fall or at the time his/her contract begins shall have sick leave pay up to ten (10) days included in the first regular check after he/she reports for work but may be required to submit a doctor's certificate by a doctor mutually agreed upon by the teacher and the Board stating the ability of the teacher to fulfill his/her contract. A new teacher who has a contract but never reports for work will receive no sick leave pay.

C. A teacher who is under contract to the Battle Creek Public Schools and is absent due to illness at the time his/her contract begins shall have sick leave pay up to his/her accumulated sick leave at regular pay periods during his/her illness. After his/her accumulative sick leave has been used up he/she shall receive no salary until he/she reports for work. At that time he/she shall have up to ten (10) days beyond his/her accumulated sick leave. This leave shall be credited from the ten (10) days each teacher receives for the current year.

D. Any teacher who is absent because of an injury or disease compensible under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her 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.

#### E. Sick Leave Bank

Beginning with the 1979-80 school year, a sick leave bank designed to provide teachers with income protection due to long term major physical or mental disability will be established as follows:

1. Each teacher shall contribute one (1) of his/her sick leave days for the 1979-80 school year to the sick leave bank. During this initial year the Board will contribute a like number of days to the sick leave bank. In each subsequent year that the bank falls below one thousand (1,000) days, each teacher will contribute an additional day to the bank.

2. 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) work days during the school calendar year.

3. 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.

4. 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.

5. Disabilities incurred on or after June 8, 1979 will be considered eligible for the sick leave bank. Disabilities sustained prior to June 8, 1979 are excluded. For curators, disabilities sustained prior to July 1, 1990, are excluded.

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 B.C.E.A. 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 B.C.E.A. 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.

F. 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) work days 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.

#### **ARTICLE XI Leaves of Absence**

##### A. Leaves of Absence with pay.

Leaves of absence with pay shall not be charged against the teachers' sick leave allowance. Teachers may be granted leave without pay in addition to the leaves stated below.

1. A maximum of three (3) days leave shall be granted with pay for a death in the immediate family. Immediate family shall include husband, wife, children, father, mother, brother, sister, father-in-law, mother-in-law, grandchild.

2. One (1) day leave shall be granted with pay for the death of an aunt, uncle, grandparent, niece, nephew, brother-in-law, sister-in-law.

3. Teachers who are called for jury service will be granted leave with the Board paying the difference between the jury service stipend and the teacher's regular pay.

4. 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 his/her principal and then forward it to the Superintendent or Superintendent's designated representative for final decision.

The teacher shall be required to submit a written report or make an oral report to his/her unit within two (2) weeks of his/her attendance at such meeting or visitation.

##### 5. Sabbatical Leave

A teacher who holds a permanent or life certificate and has 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 his/her teaching



profession. The teacher will be paid fifty percent (50%) of the salary he/she would normally receive for the semester or year he/she is on leave provided the teacher signs 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.

#### 6. Personal Leave--Emergency Leave

Teachers upon forty eight (48) hours notice shall receive one (1) day for personal business which cannot be taken care of outside the normal teaching day. Such days shall not be taken the day before or the day after a holiday or on parent-teacher conference days and shall be limited to a maximum of two percent (2%) of the teaching staff on the same day. Up to two (2) additional days for emergencies may be approved by the Superintendent or Superintendent's designated representative when requested in writing and based on the reason for the request. The urgency of the leave may be of such a nature that the request in writing is not practical. In this event the teacher should contact the Superintendent or Superintendent's designated representative by phone or in person to get a decision prior to the absence.

#### 7. Military Leave

a. Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Such leave shall also be granted to any teacher who shall be recalled to active duty from military reserve or any branch of the armed forces of the United States. 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.

b. 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.

#### B. Leaves of Absence Without Pay

##### 1. Extended Illness

Any teacher may make application for a semester or for a year's leave of absence for extended illness when recommended by a licensed physician. The leave granted shall be without pay or increment. After an extended illness, the Board may also request that

the teacher present a statement from the physician certifying the teacher's physical fitness for return to work.

2. 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.

3. Exchange Teacher Leave

Upon application, leave for exchange teacher positions under either national or international programs may be granted to tenure teachers.

Any period served as an exchange teacher shall be treated as time taught for purpose of the salary schedule.

4. 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.

5. Association Leave

a. 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.

b. 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.

6. Political Leave

The Board shall grant a leave of absence of not less than one semester and no more than one (1) year without pay or increment to any teacher to campaign personally for or serve in a public office. If elected to State Legislature or Congress the teacher may request an extension of the leave of absence.

7. Maternity Leave

A leave of absence shall be granted to a teacher for the purpose of childbearing and/or child rearing. A teacher who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. 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 unless recommended otherwise by her physician. The teacher shall notify the Superintendent or Superintendent's designated representative in writing of his/her desire to take a leave and 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 to begin. Such notice shall include either a physician's statement certifying pregnancy or a copy of the birth certificate of the child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. That portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave.

#### 8. Recreational Leave

The Superintendent or Superintendent's designated representative may approve written teacher requests for up to five (5) days of recreational leave with no pay. No more than two percent (2%) of the professional staff will be allowed leave at one time. Only in unusual circumstances, such as group travel to a foreign country or an event which can be planned at no other time, will recreation leave be used prior to or following any national holiday, or vacation recess. Recreation leave shall not conflict with in-service training days or conference days.

#### C. Deduction of Pay for Absence

In the event of absence not covered by this or any other leave policy, the deduction from the teacher's salary shall be one-one hundred ninetieth (1/190) of the contractual salary of the teacher according to the salary schedule. (1998-99 = 1/191; 1999-2000 = 1/191). In the case of museum curators, the deduction shall be one-two-hundred-sixtieths (1/260) of the contractual salary.

#### D. Status of Person on Leave

Any leave of absence granted in any of the above categories is with the understanding that the teacher on leave is to be returned to the exact same position and building providing that position is still in existence and subject to the following:

1. The leave is not for more than one (1) year.
2. Return from leave does not supersede the lay-off provisions of Article XVIII of this contract.

If the position no longer exists, the teacher shall be returned to a position of like nature and as nearly comparable as is possible.

E. When a leave for maternity, extended illness or educational purposes is approved for a teacher for a minimum of sixty (60) working days to a maximum of one-hundred-nineteen (119) working days the Board will make a reasonable effort to employ a qualified replacement teacher if available. 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, provided no laid-off teacher is eligible for recall.

The Board will make a reasonable effort to employ an adequate replacement curator for curators on leave for more than sixty (60) working days. The replacement curator will be placed on the beginning step of the curator's salary schedule with fringe benefits, and will be eligible for membership in the bargaining unit as outlined in Article I, D.

It is understood by the parties that posting the temporary vacancy is not required and that only persons filling such vacancies are eligible for bargaining unit recognition and only for that period during which the teacher is filling the assignment.

It is further understood that persons filling such vacancies shall not be eligible for nor subject to the lay-off and recall procedures in Article XVIII and that all future obligations to the teacher under this master contract are dissolved.

However, 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, and the teacher will be placed on the appropriate level of the salary schedule.

#### F. 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.

Museum Curator Classification: The curator may return to full-time status the following year provided a full time curator opening is available.

## ARTICLE XII Retirement

A. Upon retirement under the provisions of the State Retirement Act, full time teachers who are eligible to begin drawing annuity immediately and choose to do so shall be paid at their last annual rate. The Salary Schedule will be based on a one hundred ninety (190) day year for 1997-98, on a one hundred ninety-one (191) day year for 1998-99 and a one hundred ninety-one (191) day year for 1999-2000 for any accumulated sick leave up to ninety (90) days. For part-time teachers, the benefits will be prorated based on the teacher's assignment.

B. The teacher must have been an employee of the Battle Creek Public Schools for ten (10) consecutive years (including Board approved leaves of absence) in order to be eligible for this benefit.

C. If for any reason, at a later date, the employee shall return to employment in the Battle Creek Public Schools, the employee will not be eligible for these benefits a second time.

D. Teachers are to receive a lump sum payment in either July or December following the teacher's retirement.

### ARTICLE XIII

#### Insurance & Museum Curator Vacations and Holidays

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

1. The following full family insurance plan will be provided to full time employees who have a need for family health insurance.

NOTE: Family is defined as spouse and dependent children.

##### a. MESSA-PAK A

1. Health....MESSA SUPER CARE 1  
Effective January 1, 1998, the drug card co-payment will be \$5.00.  
Effective July 1, 1998, each teacher shall pay \$100/\$200

Deductible.

2. Dental....DELTA DENTAL PLAN E/007
3. Vision....VSP 3
4. Negotiated Life....\$10,000

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

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

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

##### a. MESSA-PAK B

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

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

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

- 1. Part-time employees are not eligible for the Plans #1 or #2 but shall be able to select one of the following:
  - a. Health....SUPER CARE 1 prorated based upon the portion of a full time assignment worked.  
Effective January 1, 1998, the drug card co-payment will be \$5.00.  
Effective July 1, 1998, each teacher shall pay \$100/\$200 deductible.  
Negotiated Life.....\$10,000
  - b. Dental.....DELTA DENTAL PLAN E/007 fully paid  
Negotiated Life.....\$15,000
  - c. Waive Delta and have a monthly cash option at Delta rate provided the carrier will accept a waiver of the dental coverage.

As soon as it is possible after the ratification of this contract, the Board shall adopt a qualified plan pursuant to Section 125 of the Internal Revenue Code. It is understood that the plan will be designed to allow teachers receiving Plan #2 or Plan #3 to receive the cash options which are part of those plans. The cash option received by the teachers may be utilized to purchase a tax deferred annuity. 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. This Section will become effective as soon as the Board is able to adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code and 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 September 1. 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 insurances 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 regular 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 should report the accident to his/her principal immediately. The principal will report the accident to the Superintendent or Superintendent's designated representative. The Superintendent or Superintendent's designated representative will notify the insurance company that carries the Worker's Compensation policy that covers medical, hospital and surgical benefits as prescribed by law.

G. Teachers who by the nature of their job must transport children in their own automobile will be covered to the limits of the Board's policy in excess of the insurance carried by the teacher.

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. Museum curators shall be entitled to twenty (20) days of paid vacation per year, with no carryover after the completion of one year employment. Vacation may be taken in increments of no less than 1/2 day after receipt of written approval using the appropriate application.

Museum curators hired after July 1, 1990, shall be granted the following vacation based on years of completed experience:

<u>Years of Experience</u>	<u>Vacation Days</u>
1 thru 5	10 Days
6 thru 10	15 Days
11 or more	20 Days

J. Museum Curator 1997-98, 1998-99 and 1999-2000 Holiday Schedule.

Museum curators shall be entitled to the following holiday schedule:

1997-98

<u>Holiday</u>	<u>Date:</u>	<u>97-98</u>
Independence Day	Fri. July 4	1997
Labor Day	Mon. Sept. 1	1997
Thanksgiving	Thurs. Nov. 27	1997
	Fri. Nov. 28	1997
Winter Break	Wed. Dec. 24	1997 (FLO)*
	Thurs. Dec. 25	1997 (FLO)
	Fri. Dec. 26	1997 (FLO)
	Mon. Dec. 29	1997 (FLO)
	Tues. Dec. 30	1997 (FLO)

	Wed. Dec. 31	1997 (FLO)
	Thurs. Jan. 1	1998 (FLO)
Good Friday	Fri. Apr. 10	1998
Memorial Day	Mon. May 25	1998

\*(FLO) = Floating Holiday

When the regular work schedule is in conflict with any scheduled holiday, a compensatory day off shall be scheduled with the employee by the Director or his/her designee within fifteen (15) days and consistent with prevailing laws. There are thirteen (13) paid holidays/year for curators.

1998-99

<u>Holiday</u>	<u>Date:</u>	<u>98/99</u>
Independence Day	Fri. July 3	1998
Labor Day	Mon. Sept. 7	1998
Thanksgiving	Thurs. Nov. 26	1998
	Fri. Nov. 27	1998
Winter Break	Thurs. Dec. 24	1998 (FLO)*
	Fri. Dec. 25	1998 (FLO)
	Mon. Dec. 28	1998 (FLO)
	Tues. Dec. 29	1998 (FLO)
	Wed. Dec. 30	1998 (FLO)
	Thurs. Dec. 31	1998 (FLO)
	Fri. Jan 1	1999 (FLO)
Good Friday	Fri. Apr. 2	1999
Memorial Day	Mon. May 31	1999

\*(FLO) = Floating Holiday

When the regular work schedule is in conflict with any scheduled holiday, a compensatory day off shall be scheduled with the employee by the Director or his/her designee within fifteen (15) days and consistent with prevailing laws. There are thirteen (13) paid holidays/year for curators.

1999-2000

<u>Holiday:</u>	<u>Date:</u>	<u>1999/2000</u>
Independence Day	Sun. July 4	1999 (FLO)*
Labor Day	Mon. Sept. 6	1999
Thanksgiving	Thurs. Nov. 25	1999
	Fri. Nov. 26	1999
Winter Break	Thurs. Dec. 23	1999 (FLO)
	Fri. Dec. 24	1999 (FLO)
	Sat. Dec. 25	1999 (FLO)
	Sun. Dec. 26	1999 (FLO)
	Mon. Dec. 27	1999 (FLO)



	Fri. Dec. 31	1999 (FLO)
	Sat. Jan. 1	2000 (FLO)
Good Friday	Fri. April 21	2000
Memorial Day	Mon. May 29	2000

\*(FLO) - Floating Holiday

When the regular work schedule is in conflict with any scheduled holiday, a compensatory day off shall be scheduled with the employee by the Director or his/her designee within fifteen (15) days and consistent with prevailing laws. There are thirteen (13) paid holidays/year for curators.

**ARTICLE XIV  
Association Rights**

A. The Association shall have the exclusive right among competitive teacher groups to use school buildings if available after working hours and until 6:00 p.m. without cost. Every third Monday of each month shall be set aside for Association meetings immediately after the dismissal of students. In addition to the third Monday the time immediately after the dismissal of students on one Monday in January or February shall also be set aside for Association meetings in each building after conferring with the building principal.

B. The Association shall have the exclusive right among competitive teacher groups to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may have the exclusive right among competitive teacher groups to use the school mail service and teacher mail boxes for communication to teachers.

C. The officers or representatives of the local, state or national teacher organization desiring to see teachers during the school day should check with the principal of the building involved. The principal will decide whether or not the conference will interfere with the instructional program.

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 B.C.E.A. president one-half time without loss of pay. The B.C.E.A. agrees to reimburse the Board fifty percent (50%) of the President's salary.

The B.C.E.A. 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.

Further, the building representative to the BCEA from Kingman Museum shall be released to attend monthly Association meetings. Released time greater than thirty (30) minutes shall be rescheduled as compensatory time.

**ARTICLE XV**  
**Teacher Evaluation**

A. The evaluation of the work of all the teachers is a responsibility of the Administration.

B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The teacher shall be given a copy of any evaluation report prepared by his/her superiors and shall have the right to discuss such report with his/her superiors.

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

D. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safe-keeping of such files.

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

E. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being disciplined for any infraction of rules or delinquency in professional performance including adverse evaluations. When a request for such representation is made, no action shall be taken with respect to the teacher until the

President of the Association has appointed a representative. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher. Discipline is defined as a written reprimand, disciplinary lay-off, or termination of employment.

F. Michigan Law requires that all school personnel have a statement of proof of freedom from active tuberculosis. Examinations must have been made within a three year period. Those not having a current report may secure same at the Calhoun County Health Department.

G. 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 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.

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

Any references to tenure in this contract does not apply to curators.

#### **ARTICLE XVI Protection of Teachers**

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

B. Procedure for suspension and expulsion of students from school shall be distributed to students, teachers, and parents each year. The Board will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and parents when warranted. Transfer of students to another teacher and other measures will first be exhausted before suspension.

C. A teacher 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, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.

D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her 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 his/her

employment, the Board may provide legal counsel and render all necessary assistance to the teacher in his/her defense. If the Board does not provide legal counsel, and the teacher is proven innocent, the Board will reimburse the teacher all legal fees and expense and for time lost, which are not paid by other agencies.

F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

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. No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If the teacher feels the complaint is unjust, the teacher shall have an opportunity to file a written response to the complaint.

Section B of this Article does not apply to museum curators.

#### **ARTICLE XVII Democratic Values**

A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

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 his/her principal 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 principal. The committee shall objectively evaluate the issues of disagreement and make recommendations for a solution to the disagreement.

#### **ARTICLE XVIII Reduction of Personnel, Annexation, Consolidation or other Reorganization of District**

A. This agreement shall be binding upon the Board and its successor personnel.

B. In the event that this district shall be combined with one or more districts the Board will continue to recognize the Association and will continue employment of its

teachers in such consolidated district as long as the Association remains the representative body, and to the extent allowed by law.

C. No teacher shall be laid off pursuant to a necessary reduction in personnel unless there is a decrease in the students enrolled in the school district, a lack of operating funds, and the reduction of or elimination of programs.

D. Prior to reaching a conclusion to reduce personnel, the Board will give notice to the Association and give the Association an opportunity to meet with the Board regarding:

1. The necessity and extent of such reduction of personnel.
2. The criteria to be used in determining the types of programs that will be reduced or eliminated.

E. The following provisions shall apply if there is a necessary reduction in personnel; however, the provision listed in subsection 3.b. shall not apply to the Museum curator. Starting 95-96 reductions will be effectuated at the start of each semester and the order of reduction shall be:

1. Temporary employees without individual contracts.
2. Probationary teachers according to seniority, certification, and **qualifications**.
3. Tenure teachers according to seniority, certification, and **qualifications**.

a. **Seniority** is defined as the length of continuous service within the bargaining unit from the last date of hire either as K-12 staff, curator, or Math/Science Center staff. Math/Science Center staff will have a separate seniority list from K-12 staff and curator seniority list. Math/Science Center staff shall not gain seniority nor be able to bump into the classification of K-12 staff, curator; and K-12 staff, and curator shall not be able to bump into the Math/Science Center position. Leaves of absence granted pursuant to this contract and lay-off shall not constitute an interruption in continuous service.

b. **Certification** is defined as approved by the Department of Education of the State of Michigan.

c. **Qualifications** is defined as academic preparations in major or minor fields or the equivalent, and/or grade level, or subject area teaching perience.

d. In the event of equal seniority, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing.

e. The Board shall prepare two seniority lists annually; one on or before January 15 and one on or before April 15 of each year and deliver same to BCEA President. The lists shall contain the bargaining unit members' date of hire, certification, and major/minor areas of instruction.

F. Teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified and qualified. Teachers will remain on the recall list for up to three (3) years. At the end of the three years, if a teacher is not recalled, the teacher will be considered as terminated from the Battle Creek Public Schools.

G. The duties and responsibilities of any instructional position in the bargaining unit shall not be transferred to persons not covered by this Agreement with the exception of daily substitute teachers and those persons hired for extra stipend positions in cases where no member of the bargaining unit applied and/or was qualified.

H. Curators and teachers shall have separate seniority lists. Seniority shall not be used for cross classification bumping. All rights and provisions attended to seniority lists shall not apply to other work classification seniority lists.

### **ARTICLE XIX 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.

#### B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss that matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

C. Procedure:

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

In the event a grievance is filed on or after May 15 which, if left unresolved until the beginning of following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One:

Within fifteen (15) school days of the date the grievant knew, or should have known, that a grievance existed the grievant shall discuss it with his/her principal or immediate superior, either directly and/or with the Association Representative, with the object of resolving the matter informally.

2. Level Two:

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools or his/her designated representative.

b. The Superintendent or his designee shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee shall meet with the aggrieved person or persons in an effort to resolve it.

c. Within five (5) school days from the date of the meeting as set forth in "b" above, he shall render a written decision.

3. Level Three:

If the answer from the Superintendent is not acceptable to the Association it may submit the case to advisory arbitration. 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 Union. 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 his/her 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 or by any member of the Administration against either party in interest, any school representative, and member of the Sub-Committee for Grievances, or any other 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 his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous:

1. If, in the judgment of the Sub-Committee for Grievance, a grievance affects a group or class of teachers in more than one building, the Committee may submit such grievance in writing to the Superintendent directly and the process of such grievance shall be commenced 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 therefore shall be transmitted promptly to all parties in interest and to the Chairman of the Sub-Committee for Grievances.

3. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be jointly prepared and given appropriate distribution by the Association, or by the Superintendent, so as to facilitate operation of the grievance.

5. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance; provided, however, that nothing contained herein shall deprive any teacher of any legal right which he/she presently has; provided that if a teacher elects to pursue any legal or administrative remedy, such election shall bar any further or subsequent proceedings for relief under the provisions of this article.

6. A grievance may be withdrawn at any level without prejudice or record.



**ARTICLE XX**  
**Joint Council**

A. In-Service and Instructional Council.

1. The Board and the Association hereby create a council known as the In-Service and Instructional Council whose responsibilities shall include, but not be limited to:

- a. Make recommendations concerning in-service and pre-service education.
- b. Make recommendations concerning a multi-ethnic curriculum. All recommendations shall be submitted to the Superintendent or Superintendent's designated representative.

2. The Council shall be composed of six (6) highly qualified teachers to work with six (6) highly qualified administrators. The six (6) teacher members shall be appointed annually by the Association and the administrators shall be appointed by the Superintendent.

3. The consultants, or other parties will involve the In-Service and Instructional Council in the planning and implementing of district-wide in-service and instructional programs. Involvement includes: 1.a. and 1.b. above, as well as defining the purpose of such programs.

4. The Council shall meet on a regularly scheduled basis as determined by the Council, but not during the normal instructional day except when approved by the Superintendent or Superintendent's designated representative. Classroom substitutes shall be provided when needed.

5. All necessary expenses to carry out its responsibility shall be paid by the Board if such expenses are approved in advance.

**ARTICLE XXI**  
**Miscellaneous**

A. The Board agrees to make reasonable effort at all times to maintain an adequate list of supply teachers. Teachers who find it necessary to be absent from their classrooms will call the Telephone Answering Service, 962-0315, indicating their need for a supply teacher to cover their teaching assignment. The Telephone Answering Service will then call the supply teacher. The teachers are not to employ supply teachers directly under any circumstances. The teacher may indicate his/her preference for a particular supply teacher. The preferred teacher may be assigned if available.

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. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties agree to one mandatory meeting, with additional meetings by mutual consent, in an attempt to negotiate new language which will be legal.

E. No polygraph or lie detector device shall be used in any investigation of any teacher without his/her consent.

F. Absence up to 9:30 a.m. caused by accidents or weather conditions or other Acts of God making transportation extremely hazardous, in the judgment of the Board, will be excused with no sick leave or pay deductions provided the teacher has notified his/her appropriate principal or administrative head as soon as reasonably possible.

G. When a school is closed for student attendance due to intolerable conditions of the building, the teachers will not be required to work in that building but may be required to be in attendance at a suitable location.

H. In the event an employee receives unemployment compensation for a scheduled work day which was canceled due to conditions not within the control of School authorities, if the canceled day is rescheduled, the employee's compensation for working the rescheduled day will be adjusted such that the compensation for the rescheduled day, plus the unemployment compensation for the canceled day, equals the compensation he/she would have earned had the employee been compensated for the rescheduled day at his/her regular rate of pay.

In the event an employee receives unemployment compensation benefits for non-scheduled work day(s), such as a holiday break period or the summer break period for an employee who would not have worked in the summer, the employee's compensation for the period which follows the non-scheduled work day(s) will be adjusted in the same manner such that the adjusted compensation, plus the unemployment compensation, equals the compensation he/she would have earned had the employee been compensated for the period following the non-scheduled work day(s) at his/her regular rate of pay. Teachers who were placed on lay-off at the end of the school year and continue on lay-off after the official fall student count date of the new school year are exempt from the procedures in this paragraph.

This section is not intended to adjust compensation for unemployment received for regularly scheduled work days.

**ARTICLE XXII**  
**Conference Committee**

This 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.

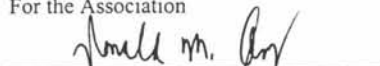
It is mutually agreed that either party may refuse any item on the agenda.

**ARTICLE XXIII**  
**Duration**

This Agreement shall be effective July 1, 1997 and continue until the 30th day of June, 2000.

  
For the Board of Education

  
For the Association

  
For the Association

**GENERAL INFORMATION**

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

The A. O. Jones Teachers' Fund was activated during the school year 1955-56. This fund has a principal sum of seventy five thousand dollars (\$75,000) with stipulation that the interest be used "by employees of the Battle Creek Public Schools for the purpose of aiding them in advanced study, in travel, or in other activities calculated better to fit them for their service to the Battle Creek Public Schools. Preference in making such grants shall be given to employees actively engaged in the classroom instruction of students. Principals, consultants, and others, however, should feel free to apply. The selection of employees to receive the grants shall be made by members of the Board of Education from a list of recommended employees prepared and submitted by the Superintendent of Schools." The applications for scholarships from the Jones Teacher's Fund are to be filed in the Superintendent's Office not later than April 15 of a given school year on a special form provided for this purpose. Forms may be secured from the Superintendent's Office.

**LETTER OF INTENT**  
**SUBJECT: TEACHER CALL-IN PROCEDURE**

It is the understanding of the Association that Article XXI, Section A does in fact require the teacher who is going to be absent because of illness to call in as prescribed, and that failure to call in is grounds for fair and just disciplinary action by the Board of Education. It is further understood, that when a teacher is absent because of an extended illness for a period in excess of three days, the teacher is required to call in to let the school know that he/she will be returning to duty, preferably by 3:00 p.m. the day before returning and in no event, later than 7:00 a.m. the day of return. Failure to call in is grounds for fair and just disciplinary action by the Board of Education.

**LETTER OF AGREEMENT**  
**Between**  
**BATTLE CREEK EDUCATION ASSOCIATION**  
**And**  
**BATTLE CREEK SCHOOL DISTRICT**

Effective June 6, 1992, it is agreed that teachers involved in voluntary summer inservice training and curriculum development programs will be paid a daily stipend of \$55.00 provided the program sessions have been authorized for such payment. These program sessions may include both building and district level training and development. Authorization is to be given by the Superintendent or the Superintendent's representative.

A full day program will include a morning and afternoon session. A full day stipend will be paid for a full day program.

A one-half day program will consist of either a morning or an afternoon session. A one-half day stipend will be paid for a one-half day program.

LETTER OF AGREEMENT

between

BATTLE CREEK PUBLIC SCHOOLS

and

BATTLE CREEK EDUCATION ASSOCIATION/MEA-NEA

The parties agree that professional development is a critically important continuum of growth and learning which enhances skills and expertise for all educational employees, and which empowers them to be leaders in systemic educational change as they prepare students to be productive and adaptive citizens in an ever-changing world.

The parties agree to suspend Section B of Article VIII of the Current Master Agreement for the duration of the contract with the following understandings:

1. Section B of ARTICLE VIII is based on an input model rather than being based on District and/or Building educational goals and therefore needs revamping;
2. Professional development of non-tenured staff members is addressed through the Michigan Tenure Law and the Battle Creek Public Schools Tenure Policy and procedures;
3. Tenured staff members shall be expected to continue to be involved in professional development activities during this suspension of Section B of ARTICLE VIII;
4. Staff members who at present have \$100 deducted from their annual contracted salary will continue to have \$100 deducted, however, they may earn credit to remove that deduction by filing credits earned per the rules of Section B of ARTICLE VIII with the Director of Secondary Education's office; and
5. The parties shall revise Section B of ARTICLE VIII to meet their mutual needs, either through a letter of agreement or during the next round of contract negotiations.

  
FOR THE BOARD

  
FOR THE ASSOCIATION

LETTER OF AGREEMENT

Between

BATTLE CREEK PUBLIC SCHOOLS

And the

BATTLE CREEK EDUCATION ASSOCIATION/MEA-NEA

The parties agree to reopen the Master Agreement using the "Win-Win" process to bargain over stipends, elementary planning time and curriculum training for the 1999-2000 school year.

Roberta A. Harperts  
FOR THE BOARD

Roger A. Matten  
FOR THE ASSOCIATION

Letter of Agreement  
Between  
Battle Creek Public Schools Board of Education  
and  
Battle Creek Education Association, MEA-NEA

February 23, 1998

1. The Battle Creek Public Schools Board of Education will remain the employer of the bargaining unit members working at schools managed by the Edison Project under a management agreement with the Board dated April 16, 1998.
2. The teachers at the partnership schools shall be represented by the Battle Creek Education Association, MEA-NEA.
3. The establishment of the partnership schools shall not cause the layoff of any teacher represented by the Battle Creek Education Association during the length of the agreement with the Edison Project.
4. Any teacher represented by the Battle Creek Education Association may apply for a transfer to a position at the partnership schools. The March 1 transfer request date shall be waived for the start up year and the first year of operation of each partnership school.
5. Employment at the partnership schools is voluntary.
6. Any teacher assigned at a partnership school shall be permitted to transfer out of the partnership school at the end of the school year. In the event a partnership school teacher's performance is deemed to be unsatisfactory, by Edison or the District, either the school's principal or the teacher shall have the prerogative to initiate a transfer, notwithstanding any other factors set forth in Article IX of the Master Agreement.
7. Except as otherwise provided herein, should Edison need to make any further variance from the Master Agreement, the Principal shall request consent from the Board and the BCEA. The established contract variance procedures currently used by the Board and the BCEA will be followed.
8. The partnership schools shall comply with all applicable provisions of the School Code as may be amended from time to time.
9. The job duties of the teachers at the partnership schools shall be defined to conform to The Edison Project partnership school design and are of a comparable nature to the job duties of other teachers within the District.
10. The terms of the partnership schools management agreement between the Board and the Edison Project shall not exceed five (5) years, and the terms of this Letter of Agreement shall be reviewed in light of any subsequent BCPS/BCEA master agreement changes and may be negotiated accordingly. This letter of agreement will expire with the expiration of the BCPS/Edison management agreement.

Should that management agreement be extended or renewed, whether in the same or in modified form, this Letter of Agreement may be extended or renewed by mutual agreement of the Board of Education and the Association.

11. Although the District has not yet determined the precise mechanism that will be used to assess the performance of the partnership schools, up to three members of the Association, appointed by the Association President, may participate in the District's assessment of the achievements of the partnership schools.
12. Partnership school teachers who choose to participate in the optional before-school or after-school programs shall be compensated at the hourly rate of \$19.80 (Title I rate) and as adjusted in future years.
13. The following are modifications of the Master Agreement:
  - a. During the 1998-99 school year, the normal hours of service shall be seven and three quarter ( $7\frac{3}{4}$ ) hours per day including recess and a thirty minute duty free lunch period for all partnership schools staff. Fridays and days before holidays are seven and three-quarter ( $7\frac{3}{4}$ ) hours also.
  - b. Starting with the 1999-2000 school year, the normal hours of service shall be eight (8) hours per day including recess and a thirty minute duty free lunch period for all partnership schools staff. Fridays and days before holidays are to be eight (8) hours also.
  - c. The yearly Battle Creek Public Schools calendar shall be adjusted to provide for a contract year of 210 days for partnership school teachers which, in the first year of operation of the partnership schools, will include participation in a professional development program prior to the opening of the school(s). Compensation for participation in such professional development shall be included in the teacher's regular annual salary under the terms set forth below in subparagraph d. Parent conferences need not conform to the prior year's schedule in the partnership schools, and shall be consistent with the Edison school design.
  - d. In lieu of any provisions in Article V or elsewhere, as payment for the extended length of the school day and school year, each teacher working at a partnership school shall receive a stipend of nine percent (9%) of his/her regular base salary. A Lead Teacher shall receive an additional stipend of two percent (2%) of his/her regular base salary. Article V, Section S shall not apply to training within the number of days described as the Edison teacher school year in subparagraph c, above.
  - e. Employees at the partnership schools shall be selected by Edison on the basis of the Edison specific criteria and the qualifications as posted. Positions may be filled by new hires so long as layoffs do not result. Positions may be filled using the job titles and descriptions that are part of the Edison Project school design. Edison may select teams of teachers with varying years of experience and responsibilities, in accordance with the Edison Partnership School Design Booklet. A teacher who is currently (1997-98) assigned to a



building that is designated as an Edison partnership school, will be provided with the right to an interview for a teaching assignment at an Edison partnership school provided the teacher meets the posted criteria, possesses the posted qualifications and has requested a transfer to an Edison partnership school.


- f. Teacher tenure observations and evaluations at the partnership schools shall follow the procedures described in the BCPS District Tenure Manual. Edison may supplement District procedures and materials with procedures and materials consistent with the Edison Project model.
  - g. Notwithstanding Article XX or the parties' Letter of Agreement, in-service training for the staff of the partnership schools shall be the responsibility of Edison, and compensation therefore is included in subparagraph d, above, so long as the total partnership school teacher work year does not exceed that set forth above in subparagraph c.
  - h. Edison-specific criteria, including staffing patterns of teams with varying years of experience, may be considered by Edison and the District in determining the qualifications of teachers assigned to a partnership school in the event of reduction or recall of personnel or any other action referred to in Article XVIII.
14. Teacher Reassignment Process:  
Purpose: Describe the process of reassigning teachers currently assigned to designated partnership schools and desiring to teach in a non-partnership school effective 98-99.
- a. A teacher who is currently in a designated partnership school and desires reassignment to another school within the district is to submit a written request to the BCPS Personnel Office on or before Friday, April 17, 1998.
  - b. As part of the process of determining District openings, the partnership schools' vacancies will be posted on or before Friday, April 17, 1998. A teacher requesting a transfer to a partnership school is encouraged to request the transfer in writing on or before April 17, 1998. Later requests, however, will be given consideration.
  - c. Upon the completion of the initial, internal teacher assignments to partnership schools, the District will match teacher openings in the district with reassignment requests from the teachers currently assigned to the designated partnership schools.
  - d. Requests from teachers in the designated partnership schools will be given priority placement status based upon the following criteria:
    - Seniority.
    - Qualifications needed to successfully implement the assignment.
    - Certification.

- Grade level or subject area teaching experience and the teacher's ability to assume extra curricular activities.
- e. Transfers not relating to the partnership schools will be addressed on an ongoing basis.
- f. Teachers who have requested reassignment from a partnership school will be interviewed and reassigned.
- g. The BCEA President will be given ongoing updates as to the progress of the reassignment process.

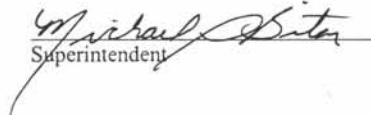
15. Assistance with moving to the new classroom:

A teacher reassigned to a non-partnership school will, upon request, be provided with moving assistance to his/her new assignment. Assistance will mean the moving of personal materials to the teacher's new location. Should the move require time outside the contractual day and/or calendar, the District will provide the teacher with up to two days at the in-service rate of \$55/day. One additional day may be requested. Moving arrangements are to be coordinated with the teacher, Personnel Office, and the Instructional Dept.

  
 BCEA President

  
 Chief Spokesperson for the BCPS  
 Board of Education

  
 Uniserv Director

  
 Superintendent

SCHOOL CALENDAR 1997-98

Pre-School Preparation Days (students do not attend)	August 18, 1997 - New Teachers August 19-20, 1997 - All Teachers BCEA Orientation 1/2 day
School begins for students (half-day for students)	Monday, August 25, 1997
Labor Day (school closed for teachers and students)	Monday, September 1, 1997
Professional Development Day (students do not attend)	Monday, October 20, 1997
Parent/Teacher Conferences* 1-1/2 days (students do not attend)	Thursday, p.m. November 6 and Friday, November 7, 1997
Thanksgiving (school closed for teachers and students)	Thursday and Friday, November 27-28, 1997
Winter Break (school closed for teachers and students)	School closes at end of day Friday, December 19, 1997
School Re-opens	Monday, January 5, 1998
First Semester Ends	Friday, January 16, 1998
Records day -1/2 day for students (students report a.m.)	Friday, January 16, 1998
Martin Luther King Jr. Day (school closed for teachers and students)	Monday, January 19, 1998
Second Semester Begins	Tuesday, January 20, 1998
Professional Development Day (students do not attend)	Monday, February 16, 1998
Parent-Teacher Conferences* 1-1/2 Days (students do not attend)	Thursday p.m., March 12 and Friday, March 13, 1998
Spring Break (school closed for teachers and students)	April 6 thru 10, 1998
Professional Development Day (students do not attend)	Wednesday, April 29, 1998
Memorial Day (school closed for teachers and students)	Monday, May 25, 1998
School Ends for Students	Tuesday, June 9, 1998 full day
School Ends for Teachers	Wednesday, June 10, 1998 full day

This calendar contains one hundred eighty-two (182) school days for students, one hundred ninety (190) days for returning teachers, and one hundred ninety-one (191) days for newly employed teachers.

.....  
\*Buildings may determine alternate conference schedules equivalent to 1-1/2 days as per Article VI, Section F. Conference days, as designated above, are paid days. The Board will continue to provide additional release time for Kindergarten teachers. The conference time is to be as agreed by the principal and Kindergarten teacher(s).

SCHOOL CALENDAR 1998-99

Pre-School Preparation Days (students do not attend)	August 17, 1998 - New Teachers August 18-19, 1998 - All Teachers BCEA Orientation 1/2 day
School begins for students (full day for students)	Monday, August 24, 1998
Labor Day (school closed for teachers and students)	Monday, September 7, 1998
Professional Development Day (students do not attend)	Wednesday, September 16, 1998
Professional Development Day (students do not attend)	Monday, October 19, 1998
Parent/Teacher Conferences* 1-1/2 days (students do not attend)	Thursday, p.m. November 5 and Friday, November 6, 1998
Thanksgiving (school closed for teachers and students)	Thursday and Friday, November 26-27, 1998
Winter Break (school closed for teachers and students)	School closes at end of day Friday, December 18, 1998
School Re-opens	Monday, January 4, 1999
First Semester Ends	Friday, January 15, 1999
Records day -1/2 day for students (students report a.m.)	Friday, January 15, 1999
Martin Luther King Jr. Day (school closed for teachers and students)	Monday, January 18, 1999
Second Semester Begins	Tuesday, January 19, 1999
Professional Development Day (students do not attend)	Monday, February 15, 1999
Parent-Teacher Conferences* 1-1/2 Days (students do not attend)	Thursday p.m., March 11 and Friday, March 12, 1999
Good Friday (school closed for teachers and students)	Friday, April 2, 1999
Spring Break (school closed for teachers and students)	April 5 thru 9, 1999
Professional Development Day (students do not attend)	Wednesday, April 28, 1999
Memorial Day (school closed for teachers and students)	Monday, May 31, 1999
School Ends for Students	Thursday, June 10, 1999 full day
School Ends for Teachers	Friday June 11, 1999 full day

This calendar contains one hundred eighty-two (182) school days for students, one hundred ninety-one (191) days for returning teachers, and one hundred ninety-two (192) days for newly employed teachers.

\*Buildings may determine alternate conference schedules equivalent to 1-1/2 days as per Article VI, Section F. Conference days, as designated above, are paid days. The Board will continue to provide additional release time for Kindergarten teachers. The conference time is to be as agreed by the principal and Kindergarten teacher(s).

**SCHOOL CALENDAR 1999-2000**

Pre-School Preparation Days (students do not attend)	August 16, 1999 - New Teachers August 17-18, 1999 - All Teachers BCEA Orientation 1/2 day
School begins for students (full day for students)	Monday, August 23, 1999
Labor Day (school closed for teachers and students)	Monday, September 6, 1999
Professional Development Day (students do not attend)	Wednesday, September 15, 1999
Professional Development Day (students do not attend)	Monday, October 18, 1999
Parent/Teacher Conferences* 1-1/2 days (students do not attend)	Thursday, p.m. November 4 and Friday, November 5, 1999
Thanksgiving (school closed for teachers and students)	Thursday and Friday, November 25-26, 1999
Winter Break (school closed for teachers and students)	School closes at end of day Friday, December 17, 1999
School Re-opens	Monday, January 3, 2000
First Semester Ends	Friday, January 14, 2000
Records day -1/2 day for students (students report a.m.)	Friday, January 14, 2000
Martin Luther King Jr. Day (school closed for teachers and students)	Monday, January 17, 2000
Second Semester Begins	Tuesday, January 18, 2000
Professional Development Day (students do not attend)	Monday, February 14, 2000
Parent-Teacher Conferences* 1-1/2 Days (students do not attend)	Thursday p.m., March 9 and Friday, March 10, 2000
Spring Break (school closed for teachers and students)	April 3 thru 7, 2000
Good Friday (school closed for teachers and students)	Friday, April 21, 2000
Professional Development Day (students do not attend)	Wednesday, April 26, 2000
Memorial Day (school closed for teachers and students)	Monday, May 29, 2000
School Ends for Students	Thursday, June 8, 2000 full day
School Ends for Teachers	Friday June 9, 2000 full day

This calendar contains one hundred eighty-two (182) school days for students, one hundred ninety-one (191) days for returning teachers, and one hundred ninety-two (192) days for newly employed teachers.

.....  
\*Buildings may determine alternate conference schedules equivalent to 1-1/2 days as per Article VI, Section F. Conference days, as designated above, are paid days. The Board will continue to provide additional release time for Kindergarten teachers. The conference time is to be as agreed by the principal and Kindergarten teacher(s).

## SCHOOL CALENDAR 2000-2001

Pre-School Preparation Days (students do not attend)	August 21, 2000 - New Teachers August 22-23, 2000 - All Teachers BCEA Orientation 1/2 day
School begins for students (full day for students)	Monday, August 28, 2000
Labor Day (school closed for teachers and students)	Monday, September 4, 2000

### CALENDAR NOTE

Note: The parties agree that, as the amended State School Aid Act requires, after two (2) instructional days are lost to storms, fires, epidemics, or health conditions, additional lost days must be made up. In such an event, the calendar(s) will be adjusted and the days made up in the following order:

1. Make up days will be added to the calendar immediately following the closing date for students with the final day's schedule being one-half (1/2) day for students and a full day for teachers.
2. The Board and the Association may, through mutual agreement, jointly develop a make up schedule different than the one described in Item #1 should more than eight (8) days be required. The schedule is to be approved by both parties.
3. Only Act of God days when school is closed for students and teachers will be rescheduled.

Note: The calendars and items 1 thru 3 do not apply to museum curators.

Note: For 97-98 only, the "two (2) instructional days" wording mentioned in the introductory sentence is to be changed to "three (3) instructional days."

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