

8/26/69 Battle Creek

(Calhoun Co.)

8-69

AGREEMENT

Between the

BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF  
BATTLE CREEK

and the

BATTLE CREEK  
EDUCATION ASSOCIATION

Effective: August 26, 1968

MEA

1216 Kendale

E. Lansing, MI



Battle Creek School District

48823

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# **P R E A M B L E**

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

This agreement entered into the 26th day of Aug., 1968 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 particularly qualified to assist in formulating policies and programs designed 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 certified instructional personnel in the grades K-12, including personnel on tenure or probation, classroom teachers, guidance counselors, librarians, substitute teachers, department chairmen, school psychologist and school social workers, speech and hearing therapists, evening school teachers, driver education teachers, summer school teachers, regular classroom critic teachers, teachers of homebound and hospitalized, Intern Teachers, but excluding Intern Supervisors of the Elementary Intern Program, supervisory and executive personnel, office, clerical, and maintenance and operating employees. (a) The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. (b) 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. Prior to October first of each year, teachers may sign and deliver to the Board an assignment authorizing the annual amount of membership dues or assessments of the Association (including National Education Association and the Michigan Education Association, if desired) to be deducted upon such conditions as the Association and the Board shall establish. Such sum shall be deducted from the regular salaries of all such teachers and remitted

monthly to the Association. Dues for any teacher not completing the school year remaining unpaid at the time of severance of employment, will be deducted from the final pay check provided the assignment authorization by the teacher is to this effect.

**D.** Authorization to deduct dues, once filed with the Business Office, shall continue in effect until revoked by the teacher on a form available from the Association and filed with the Business Office; provided a revocation filed after October 1 of the school year shall not be effective until the first pay check of the succeeding school year.

## **ARTICLE II**

### **School Board Rights**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the 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.



## ARTICLE III

### Professional Negotiations

A. Beginning not later than March 1 of the calendar year in which this Agreement expires (1969), 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 negotiation 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, which procedure shall be exclusive.

B. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, 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 or complaint.

C. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Association of the fact prior to the reaching of a final decision with respect thereto 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 increase and its expected allocation thereof.

**D.** The Board will make no changes in rate of pay, wages, or hours of employment 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.

**H.** The Association recognizes that concerted action, as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan, by teachers, is contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any concerted actions against the Board by any teacher or group of teachers.

## 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 the 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 on the teachers' own time or on such school time as may be agreed upon between the Board and the teacher.

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, or marital status or membership in, or association with, activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

D. No teacher shall be required to hold membership in any organization or to contribute directly or indirectly to any political party or any other organization or any agent or individual as a condition of employment or continuation of employment. Nor shall any teacher be prejudiced in his employment because he has joined or failed to join any lodge, religious group, employees association, union or other lawful organization.

## ARTICLE V

### Professional Compensation

The salaries of teachers covered by this Agreement are set forth in schedules I and II which are attached to and incorporated in this Agreement.

#### SCHEDULE I

Years of Completed Experience	BA Degree	MA Degree	MA + 30	MA + 60	Doctorate
0	\$6500	\$7030	\$7330	\$7660	\$7960
1	6880	7440	7740	8040	8400
2	7260	7860	8160	8460	8840
3	7630	8280	8580	8880	9280
4	8010	8690	8990	9290	9720
5	8390	9110	9410	9710	10160
6	8770	9530	9830	10130	10600
7	9150	9940	10240	10540	11040
8	9520	10360	10660	10960	11480
9	9900	10780	11080	11380	11920
10	10280	11190	11490	11790	12360
11	10660	11610	11910	12210	12800
12		12030	12330	12630	13230

**A.** To be eligible for MA+60 the teacher must be actively working toward a Doctorate Degree.

**B.** \$150 will be paid for 15 college hours above the BA Degree completed after September, 1962 for which there is a transcript on file.

**C.** \$100 will be paid for each 10 hours completed above Masters, subject to the limitation in "A".

**D.** Special education teachers with special education certificates teaching state reimbursed special education classes will receive a differential of \$200 per year.

**E.** Up to six (6) 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 6th year experience is not retroactive and in case of Attorney General opinion or other legal decision to this effect the 6th year clause becomes null and void.

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

**G.** Teachers returning to Battle Sreek Schools within 2 years after their resignation, may be given up to full credit for experience previously held.

**H.** Teachers completing advanced work will receive credit from the date the work is completed, provided a transcript of credits is filed in the Superintendent's Office within 30 days. Credit will be allowed 30 days retroactive from date of filing.

**I.** Credits earned prior to completion of Master's Degree cannot be applied toward the MA+ columns.

**J.** The Board policy is to employ certified teachers with a minimum of a Bachelor's Degree training. Exceptions are made only in emergency situations and the president of the Association will be notified.

## SCHEDULE II

### A. Differentials for extra duties—Annual and Contractual.

Debate Coach .....	\$1,056
Assistant Debate Coach .....	264
Assistant High School Band Director .....	550
High School Vocial Music Director .....	1,742
School Psychologist .....	792
School Diagnostician .....	660
School Social Workers .....	330
High School Dramatics Instructor .....	968
Sponsor of Usher Club .....	290
Junior and Senior High Counselors .....	484
Special Education Counselors .....	484
Junior and Senior High School Noon Hour Supervisors .....	500
High School G.A.A. Coaching .....	726
*Junior High School Intramurals .....	435
Girls' Junior High Competitive Sports based on 3 nights per week, 7 weeks .....	91.00
*Girls' Elementary Intramurals .....	435
Distributive Education Coordinator .....	580
Co-Sponsor of Distributive Education Club .....	300
(Charged to Commercial Club Funds.)	
Driver Education Teachers .....	5.50 per hour
Evening School .....	7.25 per hour
Substitute Teachers .....	26.00 per day
Manager in charge of tickets for all High School athletic events (paid from High School Athletic Fund) .....	435
H.S. Cheerleader Sponsor .....	220

Extra pay for Saturday morning and after school activities of a non-academic nature that is approved for extra pay will be at \$3.50 per hour.

\*Based on 2 nights per week. If more or less nights are assigned, pay will be adjusted accordingly.

### B. Noon Hour Supervision

1. Non-professional attendants will be employed for noon hour supervision in those elementary schools where there is a warm lunch program, or where there is a sufficient number of children bringing their lunch to need supervision.

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2. Noon hour supervision in junior and senior high where teachers are needed shall be on a voluntary basis as far as possible. In case sufficient numbers of teachers do not volunteer, the principal may assign this responsibility after full consideration of the responsibility, teaching load and extra curricular activities of the teachers, and after a conference with the teacher considered.

### C. Intramural Activity

#### 1. **High School**

Certain activities to be determined by the administration, such as athletic games on an intra-school basis and supervision of cheer leaders and other recreational activities will have supervision paid on an hourly basis or by an agreed fixed stipend.

#### 2. **Junior High School**

Payment for services that are on an hourly basis shall begin at the beginning of the activity but not earlier than the end of the teacher school day, and end with the dismissal of students.

### D. 1969 Summer School

1. Summer school teachers will be paid \$121 per week on a contractual basis with the full time teachers being paid \$182 per week because of the longer day.
2. One (1) day sick leave per month is allowed. This is not accumulative and has no relationship to the sick leave provisions of the regular school year.
3. Priority for employment shall be given to teachers in the Battle Creek Public School system having equal ability and qualifications for the particular assignment.

4. Teachers on an hourly basis will be paid for the 4th of July if it falls during the work week.

5. Secondary hours: 8:00 a.m. to 12:00 noon, Mon. - Fri. ( 2 hour make-up session each week)

Elementary hours: **Summer Enrichment:** 8:00 a.m. to 12:00 noon, Monday - Friday

**Pre-kindergarten:** 8:00 a.m. to 11:15 a.m., and 12:30 p.m. to 3:45 p.m., Monday thru Thursday  
Friday, 8:00 a.m. to 12:00 noon

Driver Training Hours: (Hours will be determined by the Coordinator after consultation with the driver training teachers.)

6. Nos. 2 and 3, apply to summer school teachers and those on an hourly basis.

#### E. High School Credit Evening Program

1. Priority for employment shall be given to teachers within the Battle Creek Public School system having equal ability and qualification for the particular assignment.

2. Employment shall be for a ten week period on a contractual basis. Notification of intent to employ should be issued at least three (3) weeks prior to the beginning of each term; all contracts are subject to the class materializing.

3. Each teacher shall receive \$7.20 per hour.

4. A substitute teacher, if available, shall be provided at the same rate as the evening school teacher in absence of the regular teacher.

5. Maximum class load shall be consistent with class size as otherwise described in this agreement.



## F. Supervision of Athletic Events

1. The Board agrees to pay \$4.00 per event to the three junior high teachers supervising, scoring or timing junior high athletic events where an admission charge is made. At basketball tournaments and swimming meets involving all four junior high schools where there is an admission charge, each school will be allowed one paid teacher to help supervise the students.
2. The Board agrees that the high school administration, through its athletic fund, will pay \$6.00 per day or per evening to high school or other teachers for supervision of paid athletic events.
3. School principals will be responsible and elementary coaches will assist in obtaining needed transportation for boys' Elementary Athletic events.

## G. Extra Pay for Athletic Coaches

1. High School Coaches	Pay above schedule
Head Football .....	1,452
Varsity Assistant .....	762
Reserve Head .....	762
Reserve Assistant .....	667
Equipment Manager .....	363
Head Basketball .....	1,452
Reserve Head .....	812
Head Swimming .....	1,089
Assistant Swimming .....	580
Head Wrestling .....	1,089
Assistant Wrestling .....	580
Head Baseball .....	746
Assistant Varsity .....	580
Sophomore Baseball .....	580
Head Track .....	746
Assistant Track .....	580
Head Tennis .....	580
Head Golf .....	580
Head Cross Country .....	580
Boy's Intramurals .....	435
2. Junior High School Coaches	
3 assigned to each Junior High, each to receive .....	\$1,016
3. Elementary Coaching, Boys .....	435

4. The Board agrees to employ a third coach in each junior high to help in the present program plus any activities that may be added, such as wrestling. The junior high principal may also give each coach some relief time during the school year from a full-time coaching assignment.

#### **H. Librarian Aids**

1. Libraries in secondary schools that have an enrollment of 500 or more shall have a non-professional aid.

#### **I. Tutoring**

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

#### **J. Expenses for Travel**

1. In event it is necessary for any instructor to use his own automobile in pursuance of assigned school duties, he shall be reimbursed at the rate of 10c per mile. Tolls and parking fee costs are to be paid by the teacher from this amount.
2. When teachers are traveling overnight on an assignment connected with Battle Creek Public Schools; the Board will pay a per diem allowance for food and hotel at \$15 per day. Hotel bills must be filed with detailed expense accounts. Teachers may state their preference on method of transportation. 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.

The Board reserves the right to pay round-trip tourists air fare or round-trip railway coach fare in lieu of automobile mileage.

Teachers may request 75% of the anticipated expenses in advance of the trip if the anticipated expenditures exceed \$25.00.

#### **K. Pay Days**

1. Checks will be issued on a 26 pay basis unless the Board and Association mutually agree to a different plan. The amount to cover the 21st to 26th check will be issued as the final pay check at the end of the teachers' school year. When pay day falls on a holiday, the check will be issued a day early.

#### **L. Tenure as Teacher Only**

1. 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 an 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 188 days during the school year, including two days for the M.E.A. Conferences. The scheduling of the 188 days shall be the subject of negotiation annually with Association representatives and shall be agreed upon no later than May 1 of every year. New teachers have a 189 day year.

- B. 1.** All teachers shall have three (3) days at the beginning of the school year for the opening of school (without students present). New teachers shall have four (4) days.

2. Elementary and Junior High School teachers shall have three (3) days at the end of the school year (without students present) for the purpose of completing records and storing materials.
3. High School teachers shall have three (3) days each semester for record keeping purposes without students present. Elementary teachers shall have one day in February (without students present) to correct, evaluate, and record achievement tests.

C. The hours for teachers in the **Elementary Schools (Grades K to 6)** shall be as follows: Teachers will be required to be at their assigned teaching stations by 8:00 a.m. School shall be dismissed for lunch hour at 11:15 a.m., and teachers will be free from that time until 12:20 p.m. when they will return to their assigned teaching stations. Teachers shall leave school no earlier than 3:45 p.m., unless permission has been given by the building principal to do so. On Friday teachers may leave at 3:15 p.m. The hours for the kindergarten teacher shall be fixed by the principal at the beginning of the year, but shall not be longer than the foregoing hours for all elementary teachers.

D. The hours for teachers in the **Secondary Schools (Grades 7 to 12)** shall be as follows:

**Central High School**

8:15 a.m. to 3:45 p.m.

**Southwestern**

8:15 a.m. to 11:30 a.m.

12:05 p.m. to 3:45 p.m.

## **Northwestern-W. K. Kellogg-Southeastern**

8:15 a.m. to 3:35 p.m.

### **Counselors**

8:00 a.m. to 4:30 p.m. daily

3:30 p.m. on Friday

Teachers will be required to be at their assigned teaching stations by 8:15 a.m., and shall leave no earlier than 3:45 p.m., unless excused by the building principal. Teachers may leave the buildings on Fridays at 3:05 p.m.

**E.** Each teacher in the secondary schools shall be entitled to a duty free, uninterrupted lunch period of no less than thirty minutes. The lunch period shall be scheduled between the hours of 11:00 a.m. and 1:00 p.m. unless by mutual agreement between the teacher and principal.

**F.** Teachers dividing their day between two buildings shall be allowed \$50 per year extra pay with the exception of a dual assignment at High School and W. K. Kellogg Junior High.

**G.** Modification to the above time schedules may be made by the principal when necessary, provided such modification does not lengthen the teachers normal work day.

**H.** The teachers recognize a responsibility to their students and the performance of duties that involve the expenditure of time beyond the normal day.

Therefore, teachers shall perform such duties as shall be assigned to them by their supervisors including after school building meetings called by the school principal, department meetings, and/or vertical coordination meetings, attendance at evening meetings such as PTA meetings or equivalent, PTSA meetings and open house and

parent-teacher conferences, preparation for and supervision of extra curricular student activities and functions.

**I.** Regular faculty meetings shall be scheduled at the beginning of the year subject to cancellation if unnecessary. Faculty meetings will be as brief as possible and such meetings shall commence immediately after dismissal time and end by 5:00 p.m. Other meaningful meetings may be called as necessary on 48 hour notice, except an emergency.

**J.** Regular classroom teachers accompanying their children for a week at the Outdoor Education Center will maintain the following minimum time schedule:

One day .....8:00 a.m. to 9:30 p.m.

Three days .....8:00 a.m. to 6:00 p.m.

Friday .....8:00 a.m. until arrival back at school

Days on duty will be determined by Camp Director on a staggered basis. Teachers will be notified at least a week in advance as to their assignment.

**K.** 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 the principal of an adjacent school or to an administrator in the central office. These assignments are to be listed each year. No teacher will be requested to accept administrative responsibility.

## ARTICLE VII

### Teaching Loads and Assignments

**A.** Each secondary teacher shall have a duty free, uninterrupted planning period. The planning period shall be equal in length to a regular class period. A teacher shall not be asked to substitute for an absent teacher during his planning period except only on occasion and for good reason.

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

**C.** 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 and, provided notice may come after such date when circumstances arising necessitate further changes in assignment. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

**D.** Teachers may request changes in subject assignments providing they hold academic qualifications. When requesting a change the teacher will deliver a request in writing to his Principal if the transfer is within the building, or to the Director of Personnel, if in another building. Teacher may request and receive a conference within 10 school days.

**E.** The Board agrees to provide special subject teachers in the elementary schools as follows:

One each in art, music and physical education —  
1966-67 (total - 3)

Two each in art, music and physical education —  
1967-68 (total - 6)

Three each in art, music and physical education —  
1968-69 (total - 9)

**F.** The Board agrees to make reasonable effort to locate and assign three special education teachers with special education certificates and eligible for state reimbursement, to the Ann J. Kellogg School to assist in the teaching of physical education, art and music. These teachers are also to be **trained** in their special field. Teachers who have limited training will be considered if the teacher will work toward certification in the special area.

## **ARTICLE VIII**

### **Teaching Conditions**

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

#### **1. Elementary (K-6)**

- a. Maximum average per teacher on a city-wide basis in the elementary schools—28.5 students.
- b. Teachers will be assigned to elementary buildings in sufficient number to keep the average per room, in any one building, 30 or under, provided classrooms are available.
- c. The planning of split grades shall be cooperatively developed between the principal and the staff, particularly the teacher involved. The number in a split grade should be less than the average for the building.

#### **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 should be made to keep the maximum in physical education classes at 40.

**B.** Case loads for counselors shall be limited to a ratio pursuant to North Central Regulations.

**C.** The equivalent of a full time secretary shall be made available in all elementary schools. Principals are to give teachers full consideration in the allocation of the secretaries' time. A secretary is to be provided at the senior high for the exclusive use of the teachers. A half-time secretary for teacher use is to be so allotted at each junior high exceeding 500 in enrollment.

**D. Professional Growth**

1. The present credit requirement of six (6) hours every four years as described (in item 4 of this article) be maintained up to the completion of an M.A. Degree or 30 graduate hours beyond the Bachelors, but not to be required after a teacher reaches 55 years of age.
2. That after completion of the M.A. Degree or 30 graduate hours of credit—the teacher must earn 3 hours of credit every 6 years until the age of 55. Such credit may include graduate hours or approved local credit for travel, in-service training, workshops, or a year's work on a school sponsored committee activity as may be developed by the Professional Study Committee.
3. That 12 clock hours be the requirement for 1 hour of local credit.
4. 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.

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

Travel credit is allowed:

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

U. S., Canada, Mexico—2 hours (at least 2 weeks or more in time and 2,000 or more miles of travel roundtrip)

Foreign travel—4 hours

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

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

Credit granted for travel, however, does not apply toward the \$100 differential which is allowed for approved college work beyond the Master's Degree.

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.

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.

A maximum of three hours credit can be earned through auditing courses and applied toward the six hour requirement. 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 bulletins.

Supervising teachers in the student teaching and Elementary Intern program are allowed two hours local credit for the first student teacher and one hour credit for each student teacher thereafter. A maximum of five hours of the required six in any four year block may be earned in this manner.

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

Exception to the foregoing policies will be made only after negotiation between the Board and the Association.

5. The reimbursement received by the Board from institutions providing student teachers shall be used for the in-service training program for teachers and administrators.

**E.** The Board shall make available in each school adequate lunch room, rest room and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a staff lounge in which smoking shall be permitted.

**F.** The school telephone facilities shall be made available to teachers for their reasonable use. An extension will be placed at a convenient location for teacher's use at the high school.

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

**H.** 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, and to the homeroom period.

**I.** The Board of Education recognizes the interest of the instructional staff in the building needs of the school and invite their participation in regular and special Board meetings at which present and long range plans are discussed.

Any citizen committee organized to advise the Board on building needs will include teacher representation.

**J.** The Board of Education agrees it is important that classroom teachers in all areas be provided with a room and with materials that will properly assist them in the instructional program.

## ARTICLE IX

### Vacancies and Promotions

#### A. Transfers

1. Whenever a vacancy in an administrative, 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 and provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency, until such vacancy shall have been posted for at least five (5) working days.

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 September.

It is further agreed the Personnel Office 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 Personnel Office and the principal of the school involved if they so desire.

2. Although the Board and the Administration recognize that frequent transfers of teachers from one school to another is disruptive of educational process and interferes 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.

## **B. 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, in the opinion of the administration, 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 School Personnel Office indicating the transfer or type of administrative position to which he aspires.

## **ARTICLE X**

### **Sick Leave**

**A.** All regular, full-time teachers of the Battle Creek Public Schools shall be allowed ten days absence each school year without loss of salary for the following reasons. Half-time teachers will receive benefits proportionately.

1. Personal illness or quarantine.
2. A teacher who is absent due to illness at the time school opens in the fall, or at the time his contract begins, may have sick leave pay up to ten days included in the first regular check after he reports for work. A teacher who has a contract, but never reports for work will receive no sick leave pay.

3. Serious illness in immediate family, interpreted to mean husband, wife, or child living in the same household.
4. At end of each year, any unused portion of the ten days' leave shall be accumulated up to a maximum of 200 days.

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

## **ARTICLE XI**

### **Leaves of Absence**

#### **General Policy**

To be eligible for Leave of Absence from the Battle Creek Public Schools the teacher shall have completed three consecutive years of teaching in the Battle Creek Public Schools. This policy does not apply in case of Military Leave or Personal Leave.

#### **A. Leaves of Absence with Pay**

Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following purposes:

1. A maximum of three (3) days per school year for a death in the immediate family. Immediate family to include father, mother, father-in-law, and mother-in-law. One day for death of aunt, uncle, grandparent, niece, brother-in-law. In case of unusual circumstances a teacher may request additional leave under personal leave policy in the Handbook (see "C" Personal Leave).

2. Absence when a teacher is called for jury service with the school paying the difference in pay.
3. It is the policy of the Battle Creek Public Schools to have reasonable representation at educational meetings and conferences depending on the distance, importance of meeting and the school budget. Teachers desiring to attend any such meeting should secure an application form, discuss it with the principal and then forward it to the Superintendent's Office for final decision.

### **B. 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 semester or for one (1) year for the purpose of travel or study in pursuit of wider knowledge and greater skill in his teaching profession. The teacher will be paid 50% of the salary he would normally receive for the semester or year he is on leave provided the teacher signs an agreement to return to the Battle Creek Schools at the beginning of the next semester and remain for at least one year or refund the salary received while on leave. No more than 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 semester, may make such request to the Superintendent at least six (6) weeks prior to the end of the sabbatical leave.



### **C. Personal Leave**

Any teacher, regardless of years experience may request from one to three (1-3) days per year for absences necessitated by circumstances other than the above or in addition to if requested with full explanation in writing and if approved by the Principal and the Superintendent in advance. The urgency of the leave may be of such a nature that the request in writing is not practical; in this event the Principal should contact the Superintendent by phone or in person to get a decision prior to the absence.

Examples of requests that have routinely been approved are as follows:

- Moving of household furniture
- Legal commitments that cannot be handled at any other hour
- Graduation of child from college
- Plumbing or heating emergencies at home
- Certain religious observances
- Unusual circumstance related to professional growth

### **D. Leaves of Absence Without Pay**

#### **1. Extended Illness**

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 extended illness. 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 Schools 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. The Board shall compensate any teacher granted exchange leave on the basis of said teacher's regular salary status. Any period served as an exchange teacher shall be treated as time taught for purposes 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

Teachers who are officers of the state or national association or its affiliates should upon proper application, be given leave of absence without pay up to one year for purposes of performing duties for the Associations. Said teacher will receive credit toward regular salary increment.

### 6. Military Leave

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 of any branch of the armed forces of the United States. Teacher 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. Sick leave may accumulate to a maximum of 20 days.

#### 7. Political Leave

The Board shall grant a leave of absence of not less than one semester and no more than one 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.

#### 8. Maternity Leave

Any member of the teaching staff who is approaching maternity shall notify her principal as soon as pregnancy is definitely determined. Continued employment will normally be possible until the beginning of the fifth month of pregnancy, but will depend on the physical condition of the teacher and the recommendation of her physician. She shall resign, or if eligible, under this article or under the tenure act, apply for leave of absence effective at the beginning of the fifth month of pregnancy and 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.

### **E. Deduction of Pay for Absence**

1. In the event of absence not covered by this or any other leave policy, the deduction from the teacher's salary shall be figured at  $1/188$  of the contractual salary of the teacher.

## **F. Status of Person on Leave**

1. Any leave of absence granted in any of the above categories will be with the understanding it is a leave of absence from the Battle Creek school system and not necessarily from a particular position. Every effort will be made to assign the teacher to the same or a comparable position.

## **ARTICLE XII**

### **Retirement**

#### **A. Age Restrictions**

1. **Teachers** who reach the age of 55 are eligible to retire under the Michigan Retirement Law. Teachers desiring to retire should submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.
2. Tenure status ends at age 65. Teachers on tenure who will reach the age of 65 on or before the opening of the next school term, September 1, who desire to remain in the system and are recommended by the principal and Superintendent shall submit to the Board a written request for continuation of employment not later than March 1 of that year. The Board may require a physical examination of such employee. Contracts shall be issued on a one (1) year basis to teachers beyond the age of 65 if the Board decides to continue the teacher's tenure.

#### **B. Retirement Pay**

1. 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 based on a 200 day year for any accumulated sick leave up to ninety (90) days. For half-time employees, the benefits are 50%.

2. If, at a later date, the employee shall, for any reason, return to employment in the Battle Creek Public Schools, the employee will not be eligible for these benefits a second time.
3. The teacher must have been an employee of the Battle Creek Public Schools for ten (10) years in order to be eligible for this benefit.
4. Teacher may request, for tax purposes, payment in a lump sum or to be paid in equal annual payments over a two or three year period.
  - a. Retirement Fund Board rules will not allow inclusion of extra pay at time of retirement as income and thereby increase the annuity.
  - b. Internal Revenue Department confirms the above procedure for tax purposes.

## **ARTICLE XIII**

### **Insurance**

#### **A. Health Insurance**

1. All teachers covered by this agreement shall be eligible to receive Blue Cross and Blue Shield Comprehensive Hospital, Semi-Private, Certified M-75, Riders D-M, S-F, surgical and accident insurance. All coverage for the teacher will be paid for by the Board with no contribution from the teacher unless he desires dependent coverage which the Board partially subsidizes.

The Board agrees to pay \$6.10 per month toward the total cost of these same benefits for dependents of teachers desiring to include coverage with the teacher paying the balance.

For all classroom teachers resigning at the end of the school year, the health insurance shall be continued by the Board of Education through August.

2. It shall be the responsibility of the employee to inform the Board of any changes in his status that may affect his insurance status.
3. Insurance coverage shall be for the full calendar year and shall be effective through the last month of active employment.
4. A teacher will be allowed, upon retirement, to transfer into the retired teacher group of the agreed insurance carrier with the retiree paying the full premium.

## **B. Life Insurance**

1. A group life insurance policy will be furnished each contractual school teacher with the face value, 100% of the employees' salary with the premium paid by the Board of Education. The policy provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.
2. At time of retirement or resignation the employee may convert this group life insurance policy to any standard policy written by the insurance company for the age bracket involved at regular pre-minimum rates to be paid by the employee.

The employee must take a physical examination; if insurable, there is no cost to the employee or the Board; if uninsurable, the Board pays the conversion cost of \$65.00.

C. Any teacher who is injured while in the line of duty should report the accident to his principal immediately. The principal will report the accident to the Business Office. The Business Office will notify the insurance company that carries the Workman's Compensation policy that covers medical, hospital and surgical benefits as prescribed by law.

#### **D. Liability Insurance**

The Board will provide without cost to the teacher public liability coverage in the amount of not less than \$100,000 for each accident.

#### **E. Tax Deferred Annuities**

The Board will sponsor a plan of Tax Deferred Annuities with the teacher paying the full cost over and above overhead of operation.

### **ARTICLE XIV**

#### **Use of School Facilities**

A. The Association shall have the right to use school buildings if available after working hours and until 6:00 p.m., without cost. At any other time the Association may schedule the use of school buildings at no cost by request to the Business Office and subject to the rules and regulations governing such use.

B. The Board will provide designated bulletin board space in each building for Association use.

C. Association materials may be distributed through the use of teacher mailboxes.

D. 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.

## ARTICLE XV

### Teacher Evaluation

A. The evaluation of the work of all the teachers is a responsibility of the Administration. To assist the Board in formulating adequate and fair methods of evaluation, the Board and the Association shall appoint a professional study committee.

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 superiors and shall have the right to discuss such report with his superiors.

C. The teaching performance of a non-tenure teacher shall be observed and a written evaluation prepared at least twice each school year. The principal or his designee shall hold a conference with the non-tenure teacher after each such evaluation.

D. Any adverse evaluation of a teacher 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 teacher, 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 any grievance procedure, 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.

**E.** Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references normally sought at time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

**F.** If the teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, he shall be entitled to have a representative of the Association present.

**G.** A 1967 Michigan Law requires that all school personnel have a statement annually as to a check on tuberculosis. Examinations must have been made within the past nine months. Those not having a current report may secure same at the Calhoun County Health Department, 135 Hamblin Avenue from 4:00 to 5:00 p.m., Monday through Friday.

**H.** A 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. Mimeographed copies will be supplied each teacher.

## **ARTICLE XVI**

### **Protection of Teachers**

**A.** Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, 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.** Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. If unprovoked, as determined by the Superintendent of Schools, the Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. In the event the Administration considers the teacher in the wrong in a specific situation and, therefore, feel compelled to overrule or withhold support, the teacher shall have the right to invoke grievance procedure under Article XVII of this contract. Teacher may administer physical punishment within reason and only in the presence of the principal or another teacher.

**C.** If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student within the limits of Section A and Section B of this article, the Board will provide a legal counsel to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this article, within the limitations of this article shall not be charged against the teacher.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if such complaint is to be made a part of the teacher's personal file.

## ARTICLE XVII

### 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 based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above, shall not constitute a 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 and that the Association has been given the opportunity to be present at such adjustment.

### C. Structure:

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one school building.

#### **D. 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 June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

##### **1. Level One:**

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through 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 grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR & R Committee) within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner.

- b. Within five (5) school days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. Within ten (10) school days from receipt of the grievance by the Superintendent he shall render a decision as to the solution.
- c. 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 in an effort to resolve it.
- d. If a teacher does not file a grievance in writing with the Chairman of the PR & R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived.

### **3. Level Three:**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the

Chairman of the PR & R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board shall meet with the aggrieved person for the purpose of resolving the grievance. Within ten (10) school days from receipt of the written referral by the Board, its review committee shall meet with the Negotiation Team for the purpose of aiming at a mutually satisfactory solution to the grievance problem. A decision will be reached in ten (10) school days. The ultimate decision on the grievance at Level Three, shall, however be rendered by the full Board and not later than the next regular Board meeting.

#### **4. Level Four:**

If the Board's decision is not satisfactory and if the grievance involves the interpretation, meaning and application of this agreement, the aggrieved person may invoke the mediation and fact finding procedures of Act 379, Public Acts of 1965. (Labor Mediation Board)

#### **E. 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, any member of the PR & R Committee 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 own choosing, except that he 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.

**F. Miscellaneous:**

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee.
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 Superintendent so as to facilitate operation of the grievance procedure.



5. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance; provided, however, that nothing contained herein shall deprive any teacher of any legal right which he 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 XVIII**

### **Professional Study Committee**

**A.** There is hereby established a Professional Study Committee composed of six (6) members; three (3) selected by the Board and three (3) teachers selected by the Association. The Professional Study Committee shall investigate matters to promote improved education and submit a written report and recommendations to both parties on or before February 1 of each year.

**B.** 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 pay.

**C.** The clerical expenses of such committee shall be borne by the Board.

## **ARTICLE XIX**

### **Miscellaneous**

**A.** The Board agrees to make reasonable effort at all times to maintain an adequate list of substitute teachers.

Teachers who find it necessary to be absent from their classroom due to illness or other emergency will call the Telephone Answering Service WO 2-5305, 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 substitute teachers directly under any circumstances.

**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 future 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.

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

## **ARTICLE XX**

### **Duration**

This Agreement shall be effective as of the 26th day of August, 1968 and shall continue in full force and effect for one (1) year until the 26th day of August, 1969, provided that the Association may reopen this Agreement on or after February 1 of any year for the purpose of negotiating over all matters concerning teachers' salaries and fringe benefits; also class size and working conditions that relate to the school budget for that year.

BOARD OF EDUCATION

*Robert D. Gifford*

Robert Gifford, President

NEGOTIATING COMMITTEE

Harry R. Davidson

Superintendent of Schools

Jack Mawdsley

Director of Secondary Education

Neil Van Dis

Director of Elementary Education

Robert Sellers

Director of Non Teaching Personnel

BATTLE CREEK EDUCATION ASSOCIATION

*Harold Larsen*

Harlod Larsen, President

*Richard Hanlon*

Richard Hanlon

Co-Chairman, Professional Negotiating Committee

*Edward Zbiciak*

Edward Zbiciak

Co-Chairman, Professional Negotiating Committee

NEGOTIATING COMMITTEE

Harold Larsen

John Decker

Violet Johnson

Thelma Kay

# BATTLE CREEK PUBLIC SCHOOLS

Battle Creek, Michigan

## School Calendar for 1968 - 1969

### 1968

Principals and Consultants	-----	Begin Mon., Aug. 12, 1968
Workshop, Clear Lake Camp	..	Mon., thru Fri., Aug. 19-23 (1 week)
Pre-School Conference Week	---	New teachers: Mon., thru Thurs., Aug. 26-29 Other teachers: Tues. thru thru Thurs., Aug. 27-29
School Buildings open, but teachers not required to be present	.....	Fri., Aug. 30
Labor Day observance	-----	Mon., Sept. 2
School begins for students	-----	Tues., Sept. 3
M.E.A. Meetings	-----	Thurs., and Fri., Oct., 10 and 11
Thanksgiving Recess	-----	Thurs., and Fri., Nov. 28 and 29
Christmas Vacation	-----	School closes at end of day Fri., Dec. 20 and opens Mon., Jan. 6

### 1969

First Semester ends	-----	Fri., January 24
Second Semester begins	-----	Mon., January 27
Easter Observance	-----	School closes at end of day, Thurs., April 3 (Easter Sunday, April 6, 1969)
Spring Vacation	-----	Mon., thru Fri., Apr. 7-11
Memorial Day Observance	-----	Fri., May 30
Central High School Commencement	-----	Fri., June 6
School ends for students	-----	Tues., June 10
School ends for teachers	-----	Fri., June 13

## JANUARY

S	M	T	W	T	F	S
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14	15	16	17	18	19	20
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28	29	30	31			

## FEBRUARY

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## MARCH

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31						

## APRIL

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## MAY

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## JUNE

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

## JULY

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

## AUGUST

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

## SEPTEMBER

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

## OCTOBER

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

## NOVEMBER

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

## DECEMBER

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

## 1969

## JANUARY

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

## FEBRUARY

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

## MARCH

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

## APRIL

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

## MAY

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

## JUNE

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

## JULY

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

## AUGUST

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

## SEPTEMBER

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

## OCTOBER

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

## NOVEMBER

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

## DECEMBER

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

1970

**JANUARY**

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

**FEBRUARY**

S	M	T	W	T	F	S
	1	2	3	4	5	6
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

**MARCH**

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

**APRIL**

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

**MAY**

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

**JUNE**

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

**JULY**

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

**AUGUST**

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

**SEPTEMBER**

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

**OCTOBER**

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

**NOVEMBER**

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

**DECEMBER**

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