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7/19/72

**AGREEMENT**


Between the

**BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF  
BATTLE CREEK**

and the

**BATTLE CREEK  
EDUCATION ASSOCIATION**

Effective: July 19, 1971  
through July 19, 1972

 Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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**C-132**

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# PREAMBLE

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

This agreement entered into the 19th day of July, 1971 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 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 or certified instructional personnel in the grades K-12, including personnel on tenure or probation, classroom teachers, guidance counselors, K-12 librarians, substitute teachers (daily rate only), department chairmen, school psychologist and school social workers, speech and hearing 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 (certified with a Secondary Provisional or Secondary Permanent by the Michigan State Board of Education), but excluding Intern Supervisors of the Elementary Intern Program, supervisory and executive personnel, office, clerical, and maintenance and operating employees. (a) 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. (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.** 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 one-fifteenth of such dues from the fourth regular salary check of the teacher and each pay period thereafter, for fifteen pay periods. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the eighteenth pay period.

**D.** Any teacher except, teachers employed in the Battle Creek Public Schools during the 1968-69 school year who were not members of the Association during that year, substitute teachers (daily rate only), and teachers who teach less than one-half time, who is not a member of the Association in good standing within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph C of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph C, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

**E.** With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association such fees. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

**F.** 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, or any other plans or programs jointly approved by the Association and the Board.

**G.** The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board was negligent in the care and handling of the monies involved.

## **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 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 July 19, 1972, 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 renewable 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 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 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, 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 political party 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 Teachers' Salary Schedule I 1971-72

Experience	AB	MA	MA + 30	MA + 60	Doctorate
	Degree	Degree	Degree	Degree	
0	\$8,000	\$8,400	\$8,730	\$9,060	\$9,390
1	8,450	8,920	9,250	9,580	9,910
2	8,900	9,441	9,771	10,101	10,431
3	9,350	9,962	10,292	10,622	10,952
4	9,800	10,483	10,813	11,143	11,473
5	10,250	11,004	11,334	11,664	11,994
6	10,700	11,525	11,855	12,185	12,515
7	11,150	12,045	12,375	12,705	13,035
8	11,600	12,566	12,896	13,226	13,556
9	12,050	13,087	13,417	13,747	14,077
10	12,500	13,608	13,939	14,268	14,598
11	12,950	14,129	14,459	14,789	15,119
12		14,650	14,980	15,310	15,640

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

**B.** \$160 will be paid for 15 college hours above the B.A. Degree completed after September, 1962, for which there is a transcript on file.

**C.** \$110 will be paid for each 10 hours completed above Masters subject to limitation in "A".

**D.** Special education teachers with special education certificates teaching state reimbursed special education classes will receive a differential of \$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 the school year 1971-72. 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 retro-active and in case of 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 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.

**J. Part time teachers:**

Part time elementary teachers shall receive a pro-rated salary based on the amount of time they work and the salary listed in Schedule I. Part time secondary teachers shall receive a salary of one-fifth ( $\frac{1}{5}$ ) of the salary in the Schedule I for each class period they teach.

**K. Extended Contracts:**

Teachers having extended contracts beyond the 188 days shall be paid a pro-rated salary based on the Schedule I. 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.

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

Debate Coach .....	\$1,187
Assistant Debate Coach .....	296
Assistant High School Band Director .....	647
High School Vocal Music Director .....	1,957
School Social Workers .....	330
High School Dramatics Instructor .....	1,087
Sponsor of Usher Club .....	326
Junior and Senior High Counselors .....	569
Special Education Counselors .....	569
Junior and Senior High School	
Noon Hour Supervisors .....	589
High School G.A.A. Coaching .....	815
*Junior High School Intramurals .....	513
Girls Junior High Competitive	
Sports based on 3 nights per wk., 7 wks.	107

*Girls Elementary Intramurals .....	489
Distributive Education Coordinator .....	652
Co-Sponsor of Distributive Education Club	337
Substitute Teachers .....	28 per day
Manager in charge of tickets for all High School Events (paid from High School Athletic Fund) .....	489
G.O. Ticket Sponsor .....	235
High School Evening Program .....	8.25 per hr.

Extra pay for Saturday morning and after school activities of a non-academic nature that is approved for extra pay will be at \$3.70 per hour.

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

#### 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. Noon hour supervision in junior and senior high where supervision is needed shall be on a voluntary basis to the extent possible and available only to those teachers who have taught more than one year. When enough teachers do not volunteer, the Board may assign teachers for a period not to exceed one semester.

#### N. Driver Education

1. Priority for employment of Driver Education teachers shall be given to Battle Creek Public School employees when the applicants seem to have equal qualifications and ability. In the event enough Battle Creek Employees do not apply, the Board may hire teachers from outside the system.

2. Each driver education teacher shall receive \$6.30 per hour in 1971-72.
3. Teachers shall be paid for the 4th of July if it falls during the work week.
4. 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.
5. Teachers shall receive a letter of notification for summer employment prior to May 15th of each year.
6. Driver Education hours will be determined by the Director 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 on a contractual basis at the rate of \$139 per week for the 1972 summer school.  
Teachers working more hours than those described below shall be paid on a pro-rated basis.
8. Summer school teachers will be paid for the 4th of July if it falls during the work week.
9. Maximum class load will be consistent with class size as otherwise described in this agreement.
10. Summer School Hours
  - a. Secondary Hours: 8:00 A.M. to 12:00 Noon, Monday-Friday (two hour make-up sessions each week).
  - b. Elementary Hours: 8:00 A.M. to 12:00 Noon, Monday-Friday.

**P. High School Credit Evening Program, 1971-72**

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. Employment shall be for a fifteen (15) week period on a contractual basis. 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 \$5.00 per event 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 \$10.00 per tournament.
2. The Board agrees to pay \$6.60 to teachers who are employed for the supervision of all paid athletic events.

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

**R. Extra pay for Athletic Coaches**

Pay above Schedule I — 1971-72

1. *High School Coaches*

Head Football .....	\$1,663
Assistant Varsity Football .....	872
Reserve Head Football .....	872
Reserve Assistant Football .....	764
Equipment Manager Football .....	415
Head Basketball .....	1,663
Reserve Head Basketball .....	930
Head Swimming .....	1,247
Assistant Swimming .....	664
Head Wrestling .....	1,247
Assistant Wrestling .....	664
Head Baseball .....	854
Assistant Varsity Baseball .....	664
Sophomore Baseball .....	664
Head Track .....	854
Assistant Track .....	664
Head Tennis .....	664
Head Golf .....	664
Head Cross Country .....	664
Boys Intramurals .....	498

2. *\*Junior High Coaches — (3 sports)*

3 assigned to each Junior High,  
each to receive ..... 1,163

3. *Elementary Coaches, Boys* ..... 498

\*No Junior High Coach shall have more than three coaching assignments insofar as practicable.

## **S. Tutoring**

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

## **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 has been authorized by the administration, the Board will pay all registration fees and cost of meals. Mileage shall be reimbursed to the driver of an automobile at the rate of 10¢ 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 the rate of \$17 per 24 hour period. Exceptions to this may be made if more than one person in a department is attending the same conference. In this exception only one (1) person shall receive per diem allowance. 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.
3. The Board reserves the right to pay round-trip tourist air fare or round-trip railway coach fare in lieu of automobile mileage.
4. Teachers may request 75% of the anticipated expenses in advance of the trip if the anticipated expenditures exceed \$25.00.

## **U. 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 22nd through 26th check will be issued as the final pay check. When pay day falls on a holiday, the check will be issued a day early.

## **V. 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.

**W. Federal Programs Instructors who are Certified Teachers.** Federal Program Instructors shall be paid at the following rate:

1. Instructors in programs that require preparation and evaluation and are of an academic nature shall be paid at the same rate as the evening school teachers. Exceptions to the above may be made if the Federal Program guidelines prevent payment of the stated amounts.
2. Instructors in programs that do not require preparation and evaluation shall be paid at the rate of \$5.90 per hour for 1971-72.

## **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. New teachers will have a 189 day school 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.** All teachers shall have one (1) day at the end of the school year (without students present) for the purpose of completing records and storing materials.

**C.** The hours for teachers in the Elementary Schools (Grades K thru 6) shall be as follows: Teachers will be required to be at their assigned teaching stations by 8:15 A.M. Teachers will have a sixty (60) minute duty free lunch period. Teachers shall leave school no earlier than 3:30 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 secondary school day shall consist of no more than six equal periods or the equivalent pupil teacher contact hours, and a thirty (30) minute duty free uninterrupted lunch period scheduled between 11:00 A.M. and 1:00 P.M. unless by mutual agreement between the Teacher and the Board.

Teachers will be required to be at their assigned teaching station 15 minutes before the first scheduled class for that building. Teachers will remain 30 minutes after student dismissal, unless excused by the building principal.



Teachers may leave the building on Friday after student dismissal.

#### **E. Counselor Hours**

8:00 A.M. to 4:30 P.M. Daily

3:30 P.M. on Friday

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

**G. Modifications of time schedules may be made by the principal when necessary, provided such modification does not lengthen the teachers normal work day and after consultation with the Association.**

**H. 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.**

#### **I. Faculty Meetings**

Regular faculty meetings shall be scheduled at the beginning of the school year subject to cancellation if unnecessary. Faculty meetings will be as brief as possible, shall commence immediately after student dismissal time and not extend more than 90 minutes beyond dismissal time. The principal shall provide an agenda for the faculty meeting and it shall be made available to the faculty prior to noon of the day of the meeting. Emergency faculty

meetings may be called by the principal if an emergency situation occurs. Wednesdays shall be reserved for in-service meetings when needed, but these meetings will not be longer than ninety (90) minutes beyond the normal student day.

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

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

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 an administrator by the Board. The staff will be notified, at the time of the absence, the administrator 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 class.

## 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, except for vocational education teachers. A teacher shall not be asked to substitute for

an absent teacher during his planning period except only on occasion and for good reason.

**B. Elementary Planning Period.** The Board agrees to release each elementary teacher for a planning period when their class is under the instruction of a special art teacher, special physical education teacher or a special music teacher.

**C.** 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.

**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. Reasonable effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

**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 Principal if the transfer is within the building, or to the Director of Personnel, if in another building. Teachers may request and receive a conference within ten school days. During the conference the teacher may request a verbal, constructive and comprehensive evaluation of this request for a change in subject assignment.

**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.
- d. Reasonable effort shall be made to keep a maximum class size of thirty (30) students.

**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. 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.
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 the professional growth requirements shall be granted for college 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 or In-Service and Instructional Council.
5. Credit toward Professional Growth
  - a. That 12 clock hours be the requirement for 1 hour of local credit.
  - b. Upon recommendation of the Superintendent and the Associate 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 for travel credit can be secured from the Associate Superintendent's Office and must be returned to that office for approval before the trip is taken.
  - c. Travel credit is allowed:
    1. Michigan — 1 hour credit (at least one week or more in time, and 1,000 or more miles of travel round-trip.)

2. U. S., Canada, Mexico — 2 hours (at least two weeks or more in time and 2,000 miles of travel round-trip.)
  3. Foreign travel — 4 hours.
- d. A maximum of four of the total of six hours required may be earned by travel.
  - e. All reports on travel must be filed within three months after school opens in the fall if credit is to be received.
  - f. 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.
  - g. 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.
  - h. A maximum of three hours credit can be earned through auditing courses and applied toward either professional growth requirement. A statement signed by the class instructor must be presented indicating total hours in attendance and that a fee was paid.
  - i. Approved courses offered by the Adult Education program can be taken. These courses are starred (\*) in the evening school bulletin.
  - j. 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 or two hours of required three in any four year block may be earned in this manner.

- k. Upon completion of any course or courses, each teacher should send his 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 local hour requirements. Such credit cards and statements will be returned to teachers with notification of approval.
- l. 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.
  1. One (1) hour of local credit shall be allowed for each four continuous weeks of work related experience.
  2. Advance application shall be made to the Superintendent's Office.
  3. Upon completion of the work related experience the teacher shall submit a written report to the Superintendent's Office.
  4. A maximum of two (2) local credits may be earned in any one summer in this manner.
- m. Exception to the foregoing policies will be made only after negotiation between the Board and the Association.

### **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 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.**

**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 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 an 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 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 whenever practicable. The Board agrees to confer from time to time with the teachers for the purpose of improving the selection and use of such materials. The Board further agrees at all times to keep the schools reasonably equipped and maintained. Further, that the efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States.

## **ARTICLE IX**

### **Vacancies, Transfers and Promotions**

#### **A. Vacancy**

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) 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 September.

2. It is further agreed the Director of Personnel 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 Director of Personnel and the principal of the school involved if they so desire. The applicant for transfer shall have the right to obtain the status of his 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 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.

**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 has applied, he shall be entitled to a conference with the Superintendent or his designee and the reasons for denying the transfer stated and discussed.

**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 Director of Personnel indicating the transfer or type of administrative position to which he aspires.

## **ARTICLE X**

### **Sick Leave**

**A.** All regular full time teachers shall be allowed ten sick leave days each school year without loss of salary. Part time teachers, teaching  $\frac{1}{2}$  time to full time, shall be allowed five (5) leave days 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 210 days.

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.

**B.** A new teacher who is absent due to illness at the time school opens in the fall or at the time his contract begins shall have sick leave pay up to ten days included in the first regular check after he 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 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

contract begins shall have sick leave pay up to his accumulated sick leave at regular pay periods during his illness. After his accumulative sick leave has been used up he shall receive no salary until he reports for work. At that time he shall have up to ten days beyond his accumulated sick leave. This leave shall be credited from the ten days each teacher receives for the current year.

**D.** 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**

**A.** Leaves of Absence with pay and/or without pay.

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

1. A maximum of three (3) days leave per school year 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 day leave per year 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 principal and then forward it to the Director of Personnel for final decision.
  - a. The teacher shall be required to submit a written report or make an oral report to his unit within two weeks of his attendance at such meeting or visitation.
  - b. Both parties agree that due to the difficulty of obtaining in-service education outside the regular school day, the occupational, physical and speech therapy departments and the teachers of the oral deaf and visually handicapped may be allowed paid per diem for departmental members to attend conventions and conferences. Both parties agree that it may be desirable for more than one departmental member to attend a convention or conference. In these cases the Board may only pay travel expense, etc., for one of the teachers.

Leaves and other professional activities or commitments should be evaluated by the person involved, the Director of Special Education and their appropriate administrative personnel.

The teacher shall be required to submit a written report or make an oral report to his unit within two weeks of his attendance at such conference, workshop or seminar.

### **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. Emergency Leave**

1. Teachers may request from one to three (1-3) days leave per year with or without pay, which is



- necessitated by emergencies that cannot be attended to after or before the normal school day if requested in writing.
2. The Director of Personnel may grant emergency leave and the number of days requested based upon the nature of the circumstances.  
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 Director of Personnel by phone or in person to get a decision prior to the absence.
  3. 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 the teacher's child from college
    - Plumbing or heating emergencies at home
    - Certain religious observances
    - Unusual circumstances related to professional growth

#### **D. 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

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. 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.

**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 pregnant shall notify her principal as soon as pregnancy is definitely determined. Continued employment will be possible until the beginning of the sixth month of pregnancy and will depend on her physical condition and the recommendation of her licensed physician. She shall resign or apply for leave of absence effective at the beginning of the sixth 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 unless recommended otherwise by her physician.

**9. The Assistant Superintendent for Personnel may**

approve written teacher requests for up to five days of recreational leave with no pay. No more than 2% of the professional staff will be allowed leave at one time. Recreational leave days shall not be used prior to or following any national holiday or vacation recess, nor is the leave to conflict with conference or in-service training days.

#### **E. 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  $\frac{1}{188}$  of the contractual salary of the teacher of Schedule I.

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

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. Reasonable 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 and the Association 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 de-

sire 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, Schedule I, based on a 188 day year for any accumulated sick leave up to ninety (90) days. For half-time employees, the benefits are 50%.
2. The teacher must have been an employee of the Battle Creek Public Schools for ten (10) consecutive years (excluding board approved leaves of absence) in order to be eligible for this benefit.
3. 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.
4. Teachers may request, for proven tax saving purposes, payment in a lump sum or payment 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. The Board agrees to pay \$50.00 per month toward the total cost of benefits for full family coverage for full time teachers. Part time teachers will be given a pro-rata amount based on time worked.
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 August for all teachers resigning at the end of the school year.
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 not to exceed \$12,000, 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 premium rates to be paid by the employee.
3. 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 performing professional responsibilities 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.** 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.

#### **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**

#### **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 seven (7) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association.

The Association agrees to notify the Board 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 hours notice is not practicable, the principal shall be notified as soon as possible.

## **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 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 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 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 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 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 files.

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

**F. Disciplining of Teachers:**

A teacher shall at all times be entitled to have present a representative of the Association when he is being disciplined for any infraction of rules or delinquency in professional performance. 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.

**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.

**H.** A tenure Policy Manual dated July, 1968, 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.** 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 the student 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 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 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 employment, the Board may provide legal counsel and render all necessary assistance to the teacher in his 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 personal 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. If any question of breach of professional ethics is involved, the Association shall be notified.

I. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.

## **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 interests of 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 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.

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

1. The order of reduction shall be:
  - a. Temporary employees without individual contracts.
  - b. Probationary teachers according to qualifications and certification

Qualifications and certification are defined as having a teaching certificate in a subject area and having successfully taught in that area within the last six (6) years in the Battle Creek Public Schools. Subject area in the elementary shall be K-3 (lower elementary) and 4-6 (upper elementary). Third and fourth grade teachers can move up or down one grade level. When

more than one teacher is qualified and certified for a position, the teacher or teachers with the least number of years of teaching experience in the Battle Creek Public Schools shall be laid off first.

- c. Tenure teachers according to qualifications and certification.

Qualifications and certification are defined as having a teaching certificate in a subject area and having successfully taught in that area within the last six (6) years in the Battle Creek Public Schools. Subject area in the elementary shall be K-3 (lower elementary) and 4-6 (upper elementary). Third and fourth grade teachers can move up or down one grade level. When more than one teacher is qualified and certified for a position, the teacher or teachers with the least number of years of teaching experience in the Battle Creek Public Schools shall be laid off first. Exception to the above may be made in the subject area if the reduction procedure would cause more than a fifty per cent (50%) change in personnel in any subject area.

F. Any teacher whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district with priority given in the following order:

1. Tenure teachers according to qualifications and certification.

Qualification and certification are defined as having a teaching certificate in a subject area and having successfully taught in that area within the last six (6) years in the Battle Creek Public

Schools. Subject area in the elementary shall be K-3 (lower elementary) and 4-6 (upper elementary). Third and fourth grade teachers can move up or down one grade level. When more than one teacher is qualified and certified for a position, the teacher or teachers with the greatest number of years of teaching experience shall be hired first.

2. Probationary teachers according to qualifications and certification.

Qualification and certification are defined as having a teaching certificate in a subject area and having successfully taught in that area within the last six (6) years in the Battle Creek Public Schools. Subject area in the elementary shall be K-3 (lower elementary) and 4-6 (upper elementary). Third and fourth grade teachers can move up or down one grade level. When more than one teacher is qualified and certified for a position, the teacher or teachers with the greatest number of years of teaching experience shall be hired first.

3. Temporary Employees.

## **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. 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. The sub-committee for grievances of that committee shall serve as the Association Grievance Committee. In the event that any Association Representative or any member



of the Professional Rights and Responsibilities Grievance 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, or its designated representative, shall represent the Administration 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 May 15 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 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 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 Sub-Committee for Grievance or 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) days of receipt of the grievance the Sub-Committee for Grievance shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists, they will notify the claimant, then 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, or his designated representative.
- 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 or persons in an effort to resolve it.
- d. Within five (5) school days from the date of the meeting as set forth in "c" above, he shall render a written decision.
- e. 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 fifteen (15) 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 five (5) school days after he has first met with the Superintendent, he may file the grievance in writing with the Chairman of the Sub-Committee for Grievance within five (5) school days after a decision by the Superintendent, or ten (10) 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 Sub-Committee for Grievance shall refer it to the Board of Education and within ten (10) school days after receiving the written grievance, the Board (with at least two board members) shall meet with the aggrieved person and/or the Negotiation team for the purpose of making a decision relative 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 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, 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 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 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 therefor 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 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 XX**

### **Professional Study Committee**

**A.** There is hereby established a Professional Study Committee composed of eight (8) members, four (4) selected by the Board and four (4) teachers selected by the Association. The chairman of the Professional Study Committee shall be selected by the members of the committee and shall alternate yearly between the two parties. The Professional Study Committee shall investigate matters to promote improved education and submit a written report and recommendation to both parties on or

before March 1 of each year. The Professional Study Committee shall agree upon, but not be limited to, the matters to investigate by October 15 of each school year.

**B.** When it is mutually agreed that the Professional Study Committee work referred to in Paragraph A shall take place during the school day, teachers so engaged shall be released from regular duties without loss of pay.

**C.** Clerical expenses of such Committee shall be borne by the Board.

## **ARTICLE XXI**

### **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 responsibility shall be to make recommendations concerning in-service and instructional programs to the Associate Superintendent.
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 not implement in-service or instructional programs without advising the In-Service and Instructional Council the purpose and dates of their meetings.
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 Associate Superintendent. 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 XXII**

### **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, 962-5305, 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 supply teachers directly under any circumstances. The teacher may indicate his 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.

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

## **ARTICLE XXIII**

### **Duration**

A. This Agreement shall be effective as of the 19th day of July, 1971 and shall continue until the 19th day of July, 1972.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

### **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 \$75,000 with a 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 March 15 of a given school year on a special form provided for this purpose. Forms may be secured from the Superintendent's Office.

Teachers are covered by both Social Security and State Retirement plans, and make contributions to each based on a percentage of gross earnings.

For retirement, the contribution rate is 3% on the first \$4200 earned in a calendar year and 5% on all other earnings during the year.

The current rate of deduction for Social Security (FICA) is 5.2% of the first \$7800 earned in a calendar year, with no deduction on earnings in excess of this amount.

### **LETTER OF INTENT**

**CONTRACT:** July 19, 1971 to July 19, 1972

**SUBJECT:** Recognition Clause

Inasmuch as the Vocational Education Center is in its first year of operation, both parties would like another year to assess personnel needs.

## SCHOOL CALENDAR 1971-72

### 1971

Pre-School Conference Week .....New teachers: Mon. thru  
Thurs., Aug. 30-Sept. 2  
Other teachers: Tues. thru  
Thurs., Aug. 31-Sept. 2

School begins for students .....Tues., Sept. 7

Parent-Teacher Conferences .....Thurs. and Fri., Oct. 21  
and 22

Thanksgiving Recess .....Thurs. and Fri., Nov. 25  
and 26

Christmas Vacation .....School closes at end-of day  
Fri., Dec. 17 and opens  
Mon., Jan. 3, 1972

### 1972

Parent-Teacher Conferences .....Thurs. and Fri., March 16  
and 17

Spring Vacation .....Fri., March 31 and Mon.  
thru Fri., April 3 thru 7

Memorial Day .....Mon., May 29

School ends for students .....Thurs., June 15

School ends for teachers .....Fri., June 16

**Robert B. McCleery, President**  
Board of Education

**Harry R. Davidson**  
Superintendent of Schools

**Robert E. Sellers, Director Employee Relations**  
Chairman, Board's Negotiating Committee

**NEGOTIATING COMMITTEE**

**Garth Errington**  
Director Secondary Education and Research

**Arthur Angood**  
Assistant Superintendent for Personnel and  
Special Services

**Clifford Jump**  
Director, Calhoun Area Vocational Center

**Shirley Reid**  
Principal, McKinley School

**David Sauder**  
Principal, Verona School

**Richard Sass**  
Principal, Franklin School

**Ray Kemper**  
Principal, Southeastern Jr. High School

**Eugene Lee**  
Administrative Assistant, Northwestern Jr. High  
School

**John Grandstaff, President**  
Battle Creek Education Association

**Ada Calkins, Chairman**  
Professional Negotiating Committee

**Felicia Burton, Spokesman**  
Professional Negotiating Committee

**NEGOTIATING COMMITTEE**

**Leon Buford**                      **James McKinney**  
**Jane Diget**                        **Douglas Sturdivant**

## JANUARY

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