

AGREEMENT

Between the

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY

OF

BATTLE CREEK

and the

BATTLE CREEK EDUCATION ASSOCIATION, MEA-NEA

July 1, 2017 through June 30, 2019

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

This agreement is entered into effective the 1st day of July, 2017, by and between the Board of Education of the City of Battle Creek, Michigan, hereinafter called "the Board" and the Battle Creek Education Association, hereinafter called "the Association."

WITNESSETH

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

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

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

WHEREAS, the parties, following extended and deliberate professional negotiations have reached certain understandings that 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 by the Public Employee Relations Act, MCL 432.210 et. seq. for all professional or certified instructional personnel in the grades Pre-K-12, including personnel on tenure or probation, classroom teachers, early childhood educators, guidance counselors, K-12 librarians, department chairs; evening school teachers, summer school teachers, driver education teachers, regular classroom critic teachers, teachers of homebound and hospitalized, vocational instructors, and student support specialists, but excluding intern supervisors of the Elementary Intern Program, supervisory and executive personnel, office clerical, maintenance and operating employees, and the Calhoun Area Technology Center instructors, substitute teachers, and all other employees.

The term "Teachers" when used hereinafter in this agreement shall refer to all

employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board" shall include its officers and agents.

- B. The Board agrees not to negotiate with any organization other than that designated as the representative as defined by the Public Employee Relations Act, MCL 432.210 et. seq. for the duration of this agreement.

ARTICLE II School Board Rights

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

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

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

ARTICLE III Professional Negotiations

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

- B. The Board agrees to furnish to the Association, in response to reasonable requests without placing undue hardship upon the Administration available information

concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance.

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

ARTICLE IV Teachers' Rights

- A. The teachers and Association, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by the Michigan Employment Relations Act, MCL 423.201 *et seq.*, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted.
- B. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be engaged in on the teachers' own time or on such school time as may be agreed upon between the Board and the Association.
- C. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, gender, disability, marital or familial status, weight, height, or membership in, or association with, activities of any employee organization or the non-participation in the organization. Alleged violations of Section C of this

Article may be processed through Level Two of the grievance procedure and no further.

- D. No teacher shall be required to hold membership in any organization or political party as a condition of employment or continuation of employment. Nor shall any teacher be prejudiced in employment for joining or failing to join any lodge, religious group, employees association, union or other lawful organization or the refusal to participate.

**ARTICLE V
Professional Compensation**

A. Teacher's Salary:

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

2. a. **188 Day K-12 Workday Salary Schedule:**

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

b. **175 GSRP Workday Salary Schedule:**

BA DEGREE		MA DEGREE	
1	\$29,083	1	\$30,522
2	\$30,702	2	\$32,395
3	\$32,324	3	\$34,273
4	\$34,104	4	\$36,319
5	\$35,736	5	\$38,211
6	\$37,368	6	\$40,087
7	\$39,177	7	\$42,164

8	\$40,809	8	\$44,065
9	\$42,442	9	\$45,959
9.5	\$43,366	9.5	N.A.
10	\$44,289	10	\$48,076
10.5	\$45,685	10.5	\$49,031
11	\$47,081	11	\$49,985
11.5	\$48,489	11.5	\$51,704
12	\$51,701	12	\$53,421
12.5	-----	12.5	\$54,920
13	-----	13	\$58,460

- B. **Hours Awarded Beyond a Bachelor's Degree:** Two hundred (\$200) will be added to the salary of teachers who, during their employment, complete fifteen (15) graduate hours beyond the BA degree. Graduate work must be in a college-approved program leading to an MA degree in a field appropriate to public school education. Graduate hours shall not be counted if they were needed in order to become certified or licensed in the teacher's current assignment. A teacher shall not be entitled to receive this payment until the official college transcripts or course grade reports are filed by the teacher in the Superintendent's office. Teachers completing hours beyond a BA degree as outlined in this section will receive the above stipends from the date credit is awarded, provided a transcript is filed in the Superintendent's Office within thirty (30) days of completion.
- C. **Hours Awarded Beyond a Master's Degree:** One hundred fifty dollars (\$150) will be paid to teachers for each ten (10) graduate hours completed during their employment and after the MA degree is awarded. Graduate study must be in a field appropriate to public school education and one that improves teaching skills and/or subject matter knowledge. Graduate hours shall not be counted if they were needed in order to become certified or licensed in the teacher's current assignment. A teacher shall not be entitled to receive this payment until the official college transcripts or course grade reports are filed by the teacher in the Superintendent's office. Teachers completing hours beyond a BA degree as outlined in this section will receive the above stipends from the date credit is awarded, provided a transcript of is filed in the Superintendent's Office within thirty (30) days of completion.
- D. **Advanced Degree Beyond a Master's Degree:** Teachers who have earned a PhD or EdD from an accredited higher education university or college in an education related field shall receive a yearly stipend of three thousand five hundred dollars (\$3,500).

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

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

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

- F. **Military Service Credit.** Teachers shall be given credit for military experience up to a maximum of two (2) years.
- G. **Teachers Returning to the District.** 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.
- H. **Notification of New Hires.** The District shall notify the president of the Association when a new teacher is hired within thirty (30) days of active employment.
- I. **Part Time Teachers:** Regular part time teachers shall receive a prorated salary, medical, dental and vision coverage and leave time, based on the amount of time they work and the salary listed in the Schedule. Part-time employees are not eligible for PAK B pay in lieu of insurance.

J. **Miscellaneous Stipends:**

1. **Extended Contracts:**

Teachers having extended contracts beyond their number of contractually required days shall be paid a prorated salary based on the Schedule. Payment will be paid on a pre-set contract with an individual. Such supplemental contracts shall be for an eight (8) hour day, except as specifically provided for in this agreement.

2. **Counselor Stipends:**

The counselor stipend is paid for ten (10) days to be scheduled, outside the teachers' contract calendar.

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

- K. **Probationary Teacher Stipend:** Those teachers who have never achieved tenure at Battle Creek Public Schools, or any other district, and who are classified as

probationary and receive an overall effective or highly effective evaluation at the end of the school year and each probationary school year thereafter shall qualify for an annual stipend of five hundred dollars (\$500) if they return to employment as a classroom teacher the following school year. The stipend shall be issued to qualifying returning teachers on the second pay date in September.

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

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

Sport	Stipend
Baseball-Freshman	\$2,800
Baseball-Head Varsity	\$3,450
Baseball-Junior Varsity	\$2,800
Basketball Head Varsity	\$6,600
Basketball Head JV	\$3,450
Basketball Freshman	\$2,800
Bowling Varsity	\$2,350
Cheerleading Varsity	\$3,000
Cheerleading	\$2,000
Cross Country	\$3,450
Equipment Manager/Trainer	\$2,800
Football Head Varsity	\$7,000
Football Asst. Varsity Coordinator	\$3,400
Football Asst. Varsity	\$3,000
Football Head JV	\$3,000
Football Asst. JV	\$3,000
Football Head Freshman	\$3,000
Football Asst. Freshman	\$3,000
Golf	\$3,350
Soccer Varsity	\$4,500
Soccer JV	\$2,800
Softball Varsity	\$3,450
Softball JV	\$2,800
Softball Freshman	\$2,800
Swimming Varsity Head	\$4,600
Swimming Asst. Varsity	\$3,000
Tennis Varsity	\$3,350
Tennis JV	\$2,350
Track Varsity	\$3,350

Track Asst Varsity	\$2,700
Volleyball Varsity	\$4,600
Volleyball JV	\$3,000
Volleyball Freshman	\$3,000
Wrestling Varsity	\$4,600
Wrestling JV	\$3,000
Wrestling Freshman	\$2,800
Site Supervisor Fitness Center	\$1,000
Middle School Swimming	\$2,500
Middle School Sports	\$1,850

Other Activities	Stipend \$
Debate/Forensics Head Coach	\$5,045
Drama Head Coach	\$5,045
Band Follies Director	\$2,354
Band Follies Production Director	\$2,018
Concert Band Director	\$2,018
Concert Band Asst. Director	\$1,682
Instrumental Music	\$1,682
Marching Band Director	\$4,036
Marching Band Asst. Director	\$2,018
Orchestra Director (Full Year)	\$4,708
Vocal Music Director (Full Year)	\$4,708
Vocal Music Middle School	\$1,682
Wind Ensemble Director	\$2,354
Counselors MS and HS	\$2,354
Safety Patrol Elementary	\$673
Breakfast/Noon Hour Supervisor	\$2,354
National Honor Society	\$700

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

M. **Breakfast and Noon Hour Supervision:** Teachers who give up their duty free lunch period to supervise breakfast or lunch programs shall receive the stipend as stated in Article V, Section L, Noon Hour Supervisors. When enough teachers do

not volunteer, the Principal may assign teachers for a period not to exceed one semester. The Board will make an effort to use personnel outside the bargaining unit to provide noon hour supervision.

N. **Summer School:**

1. Reasonable effort will be made by the Board to issue contracts or letters of intent to employees two weeks before the start of the program. All contracts are subject to the class materializing.
2. One (1) day sick leave per summer is allowed. This is not accumulative and has no relationship to the sick leave provisions of the regular school year.
3. Summer school teachers will be paid for the 4th of July if it falls during the workweek.
4. Maximum class load will be consistent with class size as otherwise described in this agreement.

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

1. Notification of intent to employ shall be issued at least two (2) weeks prior to the beginning of each term. All contracts are subject to the class materializing.
2. Maximum class loads shall be consistent with class size as otherwise described in this agreement.

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

1. The Board agrees to pay \$30 per event to up to three middle school teachers supervising, scoring, or timing middle school athletic events where an admission charge is made. At tournaments involving middle schools where there is an admission charge and the time of supervision is doubled, each school will be allowed one paid teacher to help supervise the students at the rate of \$30 per event.
2. The Board agrees to pay \$30 per event to teachers who are employed for the supervision of all paid athletic events.

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

R. **Non-Contractual In-Service Days:** Voluntary, non-contractual day in-service, as approved by the Superintendent or designated representative, will be paid at the daily rate of \$75. The Association president or designee will be involved in the planning of district-wide in-service scheduled for pre-school week.

S. **Expenses for Travel:**

Business travel expenses will be paid/reimbursed consistent with the applicable District procedure. Teachers required in the course of their work to drive personal automobiles from one school building to another, excluding trips either to or from High School to W.K.Kellogg School, shall receive a car allowance authorized by the Internal Revenue Service for the prior tax year. Teachers will receive fifteen (15) minutes of travel time between buildings, occurring during the instructional day. Such time will be separate from planning or lunchtime.

T. **Paydays:** The Board and the Association mutually agree that pay shall be issued on a twenty-six (26) pay basis. When a payday falls on a holiday the checks will be issued a day early.

U. **Tenure as Teachers Only:** It is understood by both parties, that according to Teachers' Tenure Act and according to the resolution adopted by the Battle Creek Board of Education, teachers, now or in the future, holding administrative, consultant or special assignment positions shall have tenure as a teacher, but not as administrator, consultant or special assignment position.

V. **Outdoor Education Center:** The regular classroom teachers accompanying the class for a week at the Outdoor Education Center shall work a total of thirty-seven and one-half (37½) hours. All time worked over thirty-seven and one-half (37½) hours will be paid \$12.91 per hour. The Director of the Outdoor Education Center will determine their schedule.

ARTICLE VI
Teaching Days and Hours

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

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

C. Parent/teacher conferences will be conducted 4 times per year in sessions lasting 4 hours each. Parent/teacher conferences will adhere to a District-wide schedule as determined in the school calendar. Plans for lunch and dinner shall be included in the schedule.

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

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

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

All high school teachers will attend high school graduation.

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

1. Rules for Collaborative Planning and Facilitation of Regular Faculty Meetings. Regular faculty meetings will be scheduled on the second and fourth Monday of the school month subject to cancellation, if necessary. Regular faculty meetings will use the following rules to ensure collaborative planning and facilitation.
 - a. The meetings shall begin within 5 minutes after student dismissal time and all teachers will be present unless on approved leave.
 - b. Meetings will not extend beyond 180 minutes/month.
 - c. Meetings will be collaboratively planned by the supervisor and two representatives of the faculty who will:
 - Develop an agenda for the meeting including start and end times of the meeting and, if necessary, start and end time of a 20-minute extension to said meeting
 - Set approximate start and stop times for each agenda item
 - Ensure that agenda items are relevant to the goals and mission of the school and school district
 - d. The principal will provide or publish a copy of the meeting agenda

on or before the end of the school day on the last workday before the scheduled staff meeting. The agenda will include the location of the meeting.

- e. Two (2) teacher representatives will be selected by the teachers assigned to the building faculty and will attend the collaborative planning sessions for regular faculty meetings as scheduled by the supervisor/principal.
- f. The meetings will be conducted in a manner that encourages all attendees to participate. The supervisor and teachers will take affirmative action to make it possible for all attendees to state their views. The supervisor/principal will seek input from all attendees. Faculty and administration will provide background information to all attendees. All participants in the meeting will stick to the agenda and follow the timelines given for each item on the agenda. Student issues/meetings should be discussed and/or scheduled, if at all possible, so that the dates/times for these discussions and meetings will not conflict with regular faculty meetings.

- 2. **Emergency Faculty Meetings:** Emergency faculty meetings will be called by the principal/supervisor if an emergency situation occurs. Staff members are expected to attend these meetings unless expressly excused or on a leave of absence.

- F. If all the administrators are absent from a school building for more than one (1) day in succession, the administrative responsibility for the building will be assigned to an administrator by the Administration.

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

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

**ARTICLE VII
Planning Time**

A. **Planning:**

1. Each full time classroom teacher shall have three hundred (300) minutes of planning during five (5) full days of teaching. Scheduled planning time will be uninterrupted and duty free.
 - Planning at secondary will be equal to a minimum of 1 class period per day.
 - Planning at elementary will be equal to a minimum of a specials class period with the exception of 10 minutes at lunch.
2. A classroom teacher may be asked to substitute for an absent teacher during his/her planning time. A teacher who agrees to substitute for another classroom teacher during his/her planning time shall be paid at his/ her per diem rate by timesheet for time worked during the planning time.

**ARTICLE VIII
Teaching Conditions, Loads and Assignments**

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

1. **Elementary School Buildings:**

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

2. **Middle School Buildings:**

- a Reasonable effort shall be made to keep the maximum average class at twenty-five (25).
- b The number of students assigned to laboratory facilities should not exceed the number the laboratory is planned to serve.
- c Reasonable effort shall be made to keep the maximum in physical education classes at forty (40).

3. **High School:**

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

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

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

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

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

The Board agrees to provide a classroom for each teacher and provide textbooks and materials necessary for the instructional program as deemed necessary by the

Board of Education. The Board and teachers will mutually select such materials. The Board further agrees at all times to keep the school reasonably equipped and maintained. Further, that the efforts shall be continued to seek and use textbooks and supplementary reading materials that contain the contributions of women and minority groups to the history, scientific and social development of the United States.

- F. Teachers are to notify the building administrator or office if they leave the building during the workday.

ARTICLE IX Leaves of Absence

A. General Conditions:

1. **Unpaid Leaves:** Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Fringe benefits shall not continue and accumulated benefits shall be frozen and available upon return during any unpaid leave of absence except as required otherwise by this Agreement or by law. Seniority shall continue to accumulate during any leave of absence except as otherwise provided in this Agreement.
2. **Paid Leaves:** While an employee is on an approved paid leave of absence, insurance provisions and benefits shall remain in effect.
3. **Early Returns From Leave:** There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence of more than ninety (90) days granted under this agreement unless the employee gives a written notice to the Employer of a desire to return to work ten (10) days prior to the teacher's requested date of return and the requested return is not within five (5) days of an extended break such as winter or spring break.
4. **Requests for Leave:** Written requests for leave of absence shall be approved or denied within five (5) workdays after they are received by the Employer. Leave requests which are not supported by required documentation will be denied, but may at the Employer's option be granted under other applicable sections.

B. Paid Sick Leave:

1. Crediting of Paid Sick Leave:

- a. **Reporting at the Beginning of the Contract Year:** Each regular teacher who reports to work on the first contract workday of any school year shall be credited with up to ten (10) sick leave days prorated based upon the length of the teacher's contract workday. Each GSRP teacher

who reports to work on the first contract workday of any school year shall be credited with up to nine (9) sick leave days prorated based upon the length of the teacher's contract workday.

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

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

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

3. **Granting Paid Sick Leave:** A teacher's available paid sick leave shall be granted when requested by the teacher in fifteen (15) minute increments with the following understandings:
 - a. Sick leave that is approved when a substitute is required or the teacher is absent for one-half workday shall be used in increments of 3.625 hours for one-half day or 7.25 hours for one day.
 - b. Sick leave approved for a workday which falls on a Friday or the day prior to a student break shall be used in increments of 3.625 hours for one-half day or 7.25 hours for one day.
 - c. Sick leave may be used when a teacher is granted sick leave for professional development that occurs during a required professional

development work day or during a required professional development activity which takes place outside of the teacher's normal work day.

Paid sick leave will be granted when:

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

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

- b. It is established to the satisfaction of the Employer or, if the Employer is not satisfied, a qualified physician selected by the Employer that a teacher has a medical necessity for physical therapy. Such therapy must be administered by a registered physical therapist. If at all possible, the therapy will be scheduled outside the teacher's scheduled work time or by using an Employer approved alternative work schedule or make-up work opportunities to cover the required time away from work.
- c. It is necessary for the teacher to go to a medical doctor or dentist appointment during the teacher's work hours.
- d. It is necessary for a teacher to tend to the needs of an immediate family member due to illness, injury, pregnancy or quarantine. Immediate family shall be interpreted to mean husband, wife, or child. Up to five (5) days of accumulated sick leave each year may be used to tend to a mother or father. Use of sick leave for quarantine or illness in the immediate family shall be for a period of short duration and shall not be used to provide long-term care.

4. **Accumulation of Paid Sick Leave:** At the end of each contractual year any unused portion of the sick leave days shall accumulate up to a maximum of two hundred ten (210) days, except that GSRP teachers shall accumulate up to a maximum of twenty-five (25) sick leave days

5. **Attendance Bonus:** Any teacher who takes no sick leave days in a school year will receive at least \$500 no later than the first paycheck in August. For each use of one sick leave day \$100 will be deducted from the bonus. If the teacher takes more than 3 days, no bonus will be paid.

- C. **Unpaid Extended Illness Leave:** A personal leave of absence, not to exceed three hundred sixty-five (365) days, may be granted to a teacher by the Employer for one (1) illness upon the teacher's written request accompanied by sufficient medical documentation. Requests shall be forwarded to the Executive Director of Human Resources stating the reason for the leave and the beginning and end dates of the leave. After an extended illness, the Board may also request that the teacher present medical documentation from a physician certifying that the teacher is able to return to work.

D. **Long Term Disability**

The Board shall provide a Long Term Disability plan for teachers with the following benefits.

- 66 2/3% of Maximum Eligible Salary
- Maximum Monthly Benefit - \$3,500
- Maximum Eligible Monthly Salary \$3,750
- To qualify for the benefit the teacher must use the greater of total accumulated paid leave or satisfy a waiting period of 30 calendar days.
- No cost of living adjustment
- Mental/Nervous – two (2) years
- Alcohol/Drug – two (2) years
- Pre-existing conditions waived family
- Social security disability offset social security freeze
- No educational supplement
- For the first 2 years of the benefit the teacher must be disabled from performing their own occupation only.

It is understood that the above benefits may be modified by the insurance carrier. The teacher shall attempt to schedule follow-up appointments outside of school hours.

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

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

F. **Bereavement Leave:**

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

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

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

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

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

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

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

I. **Personal Leave:**

1. **Available Paid Personal Leave:** During a contractual work year one (1) to three (3) personal leave days with pay may be requested in increments of fifteen (15) minutes by a teacher who reports to work on the first contractual workday of any school year. GSRP teachers may request between one (1) and two and one-half (2 ½) personal leave days with pay during a contractual work year. Personal leave days that may be requested shall be prorated for a part time teacher to be equal in length to the teacher's contractual workday. Personal leave days that may be requested by a teacher who reports to work or who is hired after the first contractual workday shall also be prorated based upon the portion of the contractual year remaining.
 - a. **Unused Personal Leave:** Unused personal leave time at the end of a teacher's work year shall be converted to sick leave if the teacher's personal sick leave bank is below two hundred ten (210) days for K-12 teachers and twenty-five (25) days for GSRP teachers and added to the personal sick leave banks of the affected teachers on the first work day of the following contract year.
 - b. **GSRP Teacher Compensatory Leave:** In addition to the personal leave available above, GSRP teachers, who work on Fridays or the day before a contractual holiday, for the purpose of ensuring that bus students are safely delivered to their homes, shall receive up to 40 minutes of compensatory time in the amount of minutes actually worked beyond student dismissal time. The earned compensatory leave shall be taken at the beginning of the next scheduled Friday or during the next workweek as otherwise agreed

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

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

I. **Military Leave:**

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

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

K. **Unpaid Exchange Teacher Leave:** Upon application, leave for exchange teacher positions under either national or international programs may be granted to tenured

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

- L. **Unpaid Peace Corps Leave:** Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps, Vista or Teacher Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule.
- M. **Unpaid Association Leave:**
1. Teachers who are elected officers, other than MEA or NEA president, of the state and national association may upon proper application, be granted a leave of absence not to exceed two (2) years for the purpose of performing duties for the Association. Said teacher will not receive credit toward regular salary increment.
 2. In the event a teacher is elected president of the Michigan Education Association or the National Education Association, the teacher upon proper application shall be granted a leave of absence not to exceed four (4) years. The teacher shall receive increment for the time spent in the elected office.
- N. **Unpaid Public Office Leave:** A leave of absence without pay may be granted to an employee with at least one (1) year of seniority for purposes of seeking or filling an elective or appointive public office, provided the employee's activities do not violate applicable law or ethical standards. Such leave will not ordinarily be granted where filling the office constitutes a full-time, paid job. Seniority and other benefits shall be frozen and shall not accumulate during the period of any such leave.
- O. **Unpaid Child Rearing Leave:** A leave of absence shall be granted to a teacher for the purpose of child rearing. A child rearing leave shall end one (1) year after the birth or adoption of the child, unless the Board grants an extension of this time limit. Such leave shall be granted without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective. The teacher shall notify the Executive Director for Human Resources in writing of the desire to be granted a child rearing leave. The letter requesting leave shall include the date of return and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is requested to begin.
- P. **Unpaid Administrative Leave of Absence:** The Assistant Superintendent for Human Resources may authorize a teacher to take an administrative leave of absence, without pay, where such leave would benefit the teacher or the Employer. Should the leave be longer than thirty (30) days, the leave will be without benefits. Each request for an administrative leave of absence will be considered on its individual merits. The Employer will review the particular circumstances surrounding each request for a leave of absence with the understanding that its

decision will in no way establish a precedent. The decision of the Board to grant or deny a leave of absence is final and not subject to the grievance procedure.

- Q. **Jury Duty Leave:** A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. The employee shall receive full pay for the employee's regularly scheduled hours of work during such leave, provided the employee informs the Employer within three (3) working days after receiving a jury summons, and provided further that the employee pays over to the Employer all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.
- R. **Court Appearances:** Employees will be granted time off without pay to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of their job duties, or in which the Employer is a party and the employee is not an adverse party, shall be paid at the regular hourly rate for all regularly scheduled working time lost.
- S. **Family/Medical Leave:**
1. **Granting of FMLA Leave:** A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any teacher in accordance with the Family and Medical Leave Act (FMLA) for the following purposes:
 - a. The birth or placement for adoption or foster care of a child within one (1) year of the child's placement or birth;
 - b. Because of a serious health condition of a teacher's spouse, child or parent; or
 - c. Because of the teacher's own serious health condition.
 - d. To address certain qualifying exigencies or caregiving associated with a covered service member. The employee may be required to provide information supporting the need for military family leave.
 2. **FMLA Regulations:** FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under Section 108 of the FMLA – "Special Rules Concerning Employees of Local Educational Agencies" shall apply. The Employer reserves all rights granted to school districts under the FMLA, such as, but not limited to:
 - a. The right to substitute all paid leave benefits for unpaid FMLA leave with the understanding a teacher may choose to reserve up to

ten (10) days of the teacher's paid sick leave;

- b. To require medical verification of illness;
- c. To require a certificate of fitness as a condition for the teacher's return to work;
- d. To require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for teachers who are married; and
- e. To allow the Employer to define the "twelve (12) month period" referred to in the FMLA as a twelve (12) month rolling period.
- f. "Qualifying Exigency Leave." An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves

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

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

T. **Deduction of Pay for Absence:** In the event of absence not covered by this or any other leave policy, the deduction from the teacher's salary shall be one-one hundred eighty-eight (1/188) of the contractual salary of a returning teacher and one-one hundred eighty-nine (1/189) of the contractual salary of a new teacher according to the salary schedule. A deduction from a GSRP teacher's salary shall be a prorated amount of the teacher's contractual salary.

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

ARTICLE X

Retirement

The parties acknowledge that this payout creates a significant financial liability for the District and agree to negotiate a phase out or other restructuring of this Article in the 2018 economic reopener.

- A. Upon retirement under the provisions of the State Retirement Act, full time teachers employed prior to July 1, 2009 who are eligible to begin drawing annuity immediately and choose to do so shall be paid at their last annual rate. The Salary Schedule will be based on a one hundred eighty eight (188) day year for any accumulated sick leave up to ninety (90) days. For part-time teachers, the benefits will be prorated based on the teacher's assignment. Upon retirement under the provisions of the State Retirement Act, full time teachers hired on or after July 1, 2009 who are eligible to begin drawing annuity immediately and choose to do so shall be paid a stipend of seven thousand five hundred dollars (\$7,500). The stipend shall be increased in subsequent fiscal years by the same percentage as the salary schedule is increased or by some other amount as mutually agreed by the Parties.
- B. The teacher employed prior to July 1, 2009 must have been an employee of the Battle Creek Public Schools for ten (10) consecutive years (including Board approved leaves of absence) in order to be eligible for this benefit. The teacher hired on or after July 1, 2009 must have been an employee of the Battle Creek Public Schools for twenty (20) consecutive years (including Board approved leaves of absence) in order to be eligible for this benefit.
- C. If for any reason, at a later date, the employee shall return to employment in the Battle Creek Public Schools, the employee will not be eligible for these benefits a second time.
- D. Teachers shall have a lump sum payment, computed per Section of this Article, deposited into a Special Pay Plan Account in the name of the employee within two (2) pay periods following the teacher's retirement. Teachers who wish to use all or a portion of their lump sum payment to purchase universal buy-in credit, to pay for MIP buy-back costs owed to MPSERS or to purchase some other retirement credit allowed by MPSERS rules may do so by providing the Business Office with a billing statement from MPSERS and written directions as to what portion of the teacher's lump sum payment is to be sent to MPSERS. The written directions and billing statement must be in the Business Office prior to November 1 or May 1 of any year. Any remaining funds will be deposited into a Special Pay Plan Account in the name of the employee. Any teacher taking advantage of this provision must have taken care of all necessary paperwork to make retirement official including a letter of resignation for retirement purposes to the Board of Education and a request for the final salary affidavit on or before November 1 or May 1 of any year. The District shall issue and mail a check to MPSERS, in the teacher's name, prior to January 22 or June 22 of any year.

ARTICLE XI
Insurance

A. Effective July 1, 2017, the District agrees to pay the statutory cap (as indicated below) of the cost of medical insurance for all eligible members. Employees will pay any cost greater than the statutory cap of their annual medical premium based on their census (single, two-person and full family). The Board’s medical benefits plan contribution shall not exceed the following amounts for July 1, 2017 – June 30, 2018:

Single Subscriber:	\$528.73 per month
Two Person:	\$1,105.74 per month
Full Family:	\$1,442.00 per month

The “monthly cost” shall be defined consistent with Public Act 152 of 2011.

To the extent allowed by law, the health insurance cap shall first be applied to medical premiums, then second to any payments made by the Board, if any, during the “medical benefit plan coverage year” toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts for health care costs, health insurance related taxes or fees, and any other payments required to be accounted for pursuant to PA 152. At no time will the District contribute more than allowed by Michigan law.

Medical coverage benefits: Employees will have a choice of one of the following four (4) plans:

1. MESSA Choices \$500/\$1,000 with 0% co-insurance, Saver Rx
2. MESSA Choices \$500/\$1,000 with 20% coinsurance, SRxMail
3. MESSA Choices \$3,000/\$6,000 with 20% coinsurance, Saver Rx
4. ABC Plan II \$2,000/\$4,000 with 0% coinsurance, ABC Rx

Additional benefits. The following additional benefits will be provided at no cost to the employee:

MESSA Life Insurance	\$10,000
MESSA AD&D coverage	\$10,000
UNUM Group Life	\$10,000
MESSA/Delta Dental Plan	80/80/80 -\$1,000 annual max Ortho – 80% and \$1300 annual max
MESSA Vision Service Plan	VSP3

Employees who do not elect medical coverage shall receive the additional benefits at no cost and will be eligible for a cash payment in lieu of medical coverage and an additional \$5,000 in Unum Life Insurance.

Cash in lieu amounts for the additional benefits shall be as follows:

- a Two hundred four dollars (\$204) per month if the number of teachers not enrolled in the medical benefits is one (1) to seventy-five (75).
- b Three hundred four dollars (\$304) per month if the number of teachers not enrolled in the medical benefits is seventy-six (76) to one hundred (100).
- c Four hundred four dollars (\$404) per month if the number of teachers not enrolled in the medical benefits is one hundred one (101) to one hundred fifty (150).
- d Five hundred four dollars (\$504) per month if the number of teachers not enrolled in the medical benefits is one hundred fifty-one (151) or more.

Dual Coverage: The parties agree that dual coverage of medical insurance is prohibited. Employees who are covered by another employer's (i.e., spouse's employer) medical plan shall not be eligible for the Board provided medical coverage.

Bargaining unit members who are discovered to have provided false information shall immediately be removed from the Board's medical coverage for the remainder of the fiscal year.

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

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

- C. Insurance coverage for new employees shall begin on the first day of their employment. However, the insurance benefits provided by this Article shall not begin until the teacher has properly completed the necessary forms required by the insurance carrier and otherwise been enrolled for coverage by the insurance carrier. There shall be no obligation to a teacher for insurance coverage until the insurance carrier has accepted the teacher for enrollment. Persons who sever their contract with the district prior to the end of the school year will have their insurance benefits covered by this Agreement terminated the last day of the month of their employment with the school district. Teachers resigning at the end of the school year shall have insurance benefits continue through August 31.

- D. At the time of retirement or resignation the employee may convert the Group Life

Insurance policy to any standard policy written by the insurance company for the age bracket involved at premium rates to be paid by the employee. The employee must take a physical examination; if insurable, there is no cost to the Employee or Board; if uninsurable, the Board pays the conversion cost not to exceed sixty-five dollars (\$65).

- E. Any teacher who is injured while performing professional responsibilities shall report the accident to the principal or supervisor immediately. The principal will report the accident to the Personnel Manager. The Personnel Manager will notify the Board's third party administrator that oversees Worker's Compensation benefits for employees as prescribed by law.
- F. Teachers who transport children in their own automobile on an occasional basis and acting within the scope of their job duties will be covered to the limits of the Board's liability insurance coverage in excess of the insurance carried by the teacher. All medical bills resulting from a vehicular accident are covered by the teacher's insurance policy per the Michigan no-fault insurance statute.
- G. Tax Deferred Annuities: The Board will make available payroll deduction for teachers who wish such a service for tax deferred annuity plans. The teacher is to pay the full cost over and above any cost incurred by the Board of Education to implement the payroll deduction. Companies qualifying for payroll deduction must meet the specifications determined by the Battle Creek Public Schools Business Office.
- H. The District's Section 125 Flexible Spending Plan covers all qualified expenses.

ARTICLE XII Association Rights

- A. The Association shall have the right to use school buildings facilities after working hours without cost for Association business. Every third Monday of each month shall be set aside for Association meetings immediately after the dismissal of students.
- B. The Association has the right to post notices of activities and matters of Association concern on at least one bulletin board in each school building. The Association shall have the right to use the school mail service and teacher mailboxes for communication to teachers.
- C. The officers or representatives of the BCEA, MEA or NEA desiring to meet with a teacher during the teacher's workday shall check with the principal or appropriate administrator. The principal or appropriate administrator will decide whether or not the meeting may take place during the teacher's workday.

- D. **Association Leave:** At the beginning of every school year, the Association shall be credited with eighteen (18) days to be used by teachers who are officers or agents of the Association. Such use is to be at the discretion of the Association.

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

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

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

ARTICLE XIII Protection of Teachers

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Procedure for suspension and expulsion of students from school shall be distributed to students, teachers, and parents each year.
- C. Teachers may recommend action concerning a pupil when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, teachers will furnish the principal, as promptly as their teaching obligations will allow, full particulars of the incident in writing. A GSRP teacher must also advise the GSRP Director.
- D. An allegation of assault and/or battery by a student upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of any rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued by any person or persons other than the Board, as a result of any action taken by the teacher while in pursuit of employment, the Board may provide legal counsel and render all necessary defense assistance to the teacher. If the Board does not provide legal counsel, and

the teacher is proven not guilty or not responsible, the Board will reimburse the teacher all legal fees and expense and for time lost, which are not paid by other agencies.

- F. It is recognized that a teacher may need to be released from teaching duties to participate in and/or pursue administrative and legal matters related to an assault and/or battery on the teacher's person, the supervision or expulsion of a student, or the defense of another person's (other than the Board) complaint or legal action taken against the teacher for employment acts. Time lost by the teacher to participate in or pursue the above mentioned administrative and legal matters shall not be charged against the teacher by use of paid leave or loss of pay.
- G. All teachers shall have the right, upon request, to review the contents of their personnel file. A representative of the Association may, at the teachers' request, accompany the teachers in such reviews. The review will be made in the presence of the administrator responsible for the safekeeping of such files.
- H. Confidential credentials and related personal references normally sought at time of employment are specifically exempted from such review.
- I. 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 and not otherwise covered by insurance.
- J. After receipt of a written complaint directed toward a teacher, no disciplinary action of the District will be taken against the teacher until after the complaint is reported in writing to the teacher.

Documentation of a written or oral complaint directed toward a teacher shall not be placed in the teacher's personnel file until the complaint is reported in writing to the teacher.

ARTICLE XIV Democratic Values

- A. The parties seek to educate young people in the democratic tradition to foster recognition of individual freedom and social responsibility to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- B. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interest of the school and to exhibit by appropriate examples the basic objectives of a democratic society.

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

ARTICLE XV

Seniority

- A. **Seniority:** is defined as the length of continuous service within the bargaining unit from the last date of hire either as PK-12 staff, or Math/Science Center staff. GSRP seniority is defined as the length of continuous service, employed as a Michigan Department of Education certified Early Childhood Educator, from the last date of hire. Math/Science Center, GSRP and PK-12 staff will have separate seniority lists. Math/Science Center, GSRP and PK-12 staff shall neither gain seniority nor bump onto any other's seniority list. Leaves of absence granted pursuant to this contract and lay-off shall not constitute an interruption in continuous service.
1. In the event of same date of hire, seniority ranking shall be determined by the last four digits of the Social Security numbers of the affected individuals with the person having the highest number ranking first and so on.
 2. The Board shall prepare three seniority lists annually for each 1) PK-12K-12; 2) Math/Science and; 3) GSRP bargaining unit members; one on or before January 15 and one on or before April 15 of each year and deliver same to the BCEA President. The lists shall contain the bargaining unit members' date of hire, certification, and major/minor areas of instruction.

ARTICLE XVI

Grievance Procedure

- A. **Definitions:**
1. A "grievance" is a claim based upon an event or condition that affects the welfare or conditions of employment of a teacher or a group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement. It is expressly understood that a claim must cite the Article violated and clearly demonstrate the violation in order to be a proper grievance.

2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A "workday" is defined as any day that the Administration Offices are open to the public.

B. **Purpose:**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances that may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss that matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

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

1. **Level One:**

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

2. **Level Two:**

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) workdays after presentation of the grievance at

Level One, the grievance may be filed, in writing, within twenty (20) workdays of the Level One discussion with the Assistant Superintendent for Human Resources or designee.

- b. Within ten (10) workdays after receipt of the written grievance, the Assistant Superintendent for Human Resources or designee shall meet with the aggrieved person or persons in an effort to resolve it.
- c. Within five (5) workdays from the date of the meeting as set forth in "b" above, the Assistant Superintendent for Human Resources or designee shall issue a written decision.

3. **Level Three:**

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

4. **Level Four:**

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

D. **Rights of Teachers to Representation:**

- 1. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing, except that party may not be represented by a representative or by an officer of any labor organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. **Miscellaneous:**

1. If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one building, the Association may submit such grievance in writing to the Assistant Superintendent for Human Resources or designee directly and the process of such grievance shall commence at Level Two.
2. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision, and the reasons shall be transmitted promptly to all parties in interest including the President of the Association.
3. All documents, communications and records dealing with the processing of grievances shall be filed separately from personnel files.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be jointly prepared and distributed by the parties.
5. The sole remedy available to teacher(s) for any alleged breaches of this Agreement or any alleged violation of their rights under the Agreement shall be pursuant to the grievance procedure. Nothing contained herein shall deprive any teacher of any legal right. If a teacher elects to pursue any legal or administrative remedy other than through the Agreement's grievance procedure, such election shall bar any further or subsequent grievance proceedings for relief under the provisions of this article.

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

ARTICLE XVII

Joint Council for Professional Development

- A. The Board and the Association hereby create a council known as the Joint Council for Professional Development. The purpose of the Council is to make recommendations to the District on:
1. Professional Development activities for the scheduled "Professional Development Days" mandated by the State of Michigan;
 2. The specific dates and times for Professional Development activities which are not otherwise determined by the school calendar; and
 3. A list of activities that fit the State of Michigan definition of Professional Development.

- B. The District’s mission, Five-Year Education Plan, goals, curriculum, instructional delivery and improvement plans (District and Buildings), and regulations and guidelines developed by the Michigan Department of Education and/or state statutes will be used to assist the Council in writing their recommendations.
- C. The Council shall be composed of building instructional leadership team members as follows:
 - 1. Three (3) administrators appointed by the Assistant Superintendent of Curriculum and Instruction;
 - 2. Three (3) teachers appointed by the President of the BCEA;
 - 3. The Assistant Superintendent of Curriculum and Instruction or designee; and
 - 4. The President of the BCEA or designee.
- D. Council members will be appointed within seven (7) calendar days of the ratification of the Collective Bargaining Agreement and on or before May 1 of each subsequent year.

**ARTICLE XVIII
Miscellaneous**

A. Reporting Absence:

- 1. **Arranging for Substitute:** Teachers who find it necessary to be absent from their assignment will contact the District’s Substitute Service at least ninety (90) minutes prior to the teacher’s report to work time, except in case of an emergency.
 - 2. **Notice of Return to Work:** When a teacher is absent because of an illness in excess of three (3) days, the teacher is required to notify the principal or the supervisor when the teacher will be returning to duty. This notification should preferably be made by 3 p.m. the day before returning to duty and in no event, later than 7 a.m. the day of return.
- B. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to terms of this agreement.

- C. The agreement will be made available in an electronic format on the district's web site.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties agree to one mandatory meeting, with additional meetings by mutual consent, in an attempt to negotiate new language that will be legal.
- E. Absence up to ninety (90) minutes after the teacher's report to work time caused by accidents or weather conditions or other situations outside the control of the District making transportation extremely hazardous, in the judgment of the immediate supervisor, will be excused with no personal leave or pay deductions provided the teacher has notified the immediate supervisor prior to the teacher's report to work time, if possible.
- F. When a school building is closed for student attendance due to intolerable conditions of the building, the affected teachers will not be required to report to work at that building. The affected teachers will be required to communicate with the Principal or designee for direction to a suitable location.

ARTICLE XIX
Collaboration Committee

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

It is mutually agreed that either party may submit an agenda to the other party requesting a conference meeting. Either party may refuse any item on the agenda.

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


ARTICLE XX
Duration

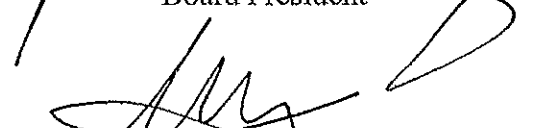
- A. This Agreement supersedes all previous Agreements between the parties and shall become effective July 1, 2017, and shall remain effective until the 30th day of June, 2019 except as noted in the paragraphs below.
- B. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the

collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

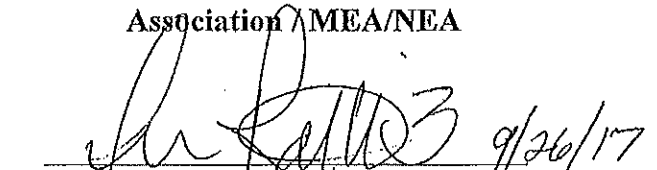
- C. All economic provisions contained in Article V, Professional Compensation, Article X, Retirement, and Article XI Insurance will remain in effect until the 30th day of June, 2018. Bargaining on these provisions will begin no later than March 1, 2018. This bargaining may include salary schedule step advancement, salary schedule changes, lane changes, insurance benefits and other provisions contained in these articles. The parties may also mutually agree to reopen Article XX, Duration during the 2018 reopener. The future agreements may include one year or multiple year agreements.

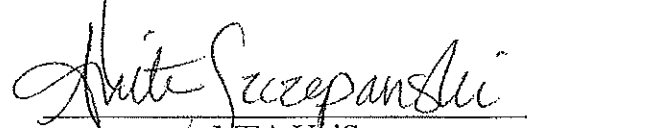
For the Battle Creek Public Schools


Board President


Superintendent

For the Battle Creek Education Association / MEA/NEA

 9/26/17
BCEA President


MEA UniServ

Date:
10-2-17

FINAL – corrected ECE scale

ARTICLE V
Professional Compensation

Teacher's Salary:

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

2. a. **188 Day K-12 Workday Salary Schedule:**

STEP	BA DEGREE	STEP	MA DEGREE
1	\$34,305	1	\$36,002
2	\$36,217	2	\$38,211
3	\$38,130	3	\$40,428
4	\$40,228	4	\$42,842
5	\$42,152	5	\$45,074
6	\$44,079	6	\$47,287
7	\$46,214	7	\$49,745
8	\$48,137	8	\$51,979
9	\$50,064	9	\$54,213
10	\$52,243	10	\$56,709
11	\$55,537	11	\$58,962
12	\$60,985	12	\$63,015
13	-----	13	\$68,959

b. **175 ECE Workday Salary Schedule:**

BA DEGREE		MA DEGREE	
1	\$31,933	1	\$33,512
2	\$33,713	2	\$35,569
3	\$35,493	3	\$37,632
4	\$37,446	4	\$39,880
5	\$39,238	5	\$41,957
6	\$41,031	6	\$44,017
7	\$43,018	7	\$46,305
8	\$44,808	8	\$48,385
9	\$46,602	9	\$50,464
10	\$48,631	10	\$52,787
11	\$51,696	11	\$54,885
12	\$56,768	12	\$58,658
13	-----	13	\$64,190

B. **Hours Awarded Beyond a Bachelor's Degree:** Two hundred (\$200) will be added to the salary of teachers who, during their employment, complete fifteen (15) graduate hours beyond the BA degree. Graduate work must be in a college-approved program leading to an MA degree in a field appropriate to public school education. Graduate hours shall not be counted if they were needed in order to become certified or licensed in the teacher's current assignment. A teacher shall not be entitled to receive this payment until the official college transcripts or course grade reports are filed by the teacher in the Superintendent's office. Teachers completing hours beyond a BA degree as outlined in this section will receive the above stipends from the date credit is awarded, provided a transcript is filed in the Superintendent's Office within thirty (30) days of completion.

C. **Hours Awarded Beyond a Master's Degree:** One hundred fifty dollars (\$150) will be paid to teachers for each ten (10) graduate hours completed during their employment and after the MA degree is awarded. Graduate study must be in a field appropriate to public school education and one that improves teaching skills and/or subject matter knowledge. Graduate hours shall not be counted if they were needed in order to become certified or licensed in the teacher's current assignment. A teacher shall not be entitled to receive this payment until the official college transcripts or course grade reports are filed by the teacher in the Superintendent's office. Teachers completing hours beyond a BA degree as outlined in this section will receive the above stipends from the date credit is awarded, provided a transcript of is filed in the Superintendent's Office within thirty (30) days of completion.

D. **Advanced Degree Beyond a Master's Degree:** Teachers who have earned a PhD or EdD from an accredited higher education university or college in an education related field shall receive a yearly stipend of three thousand five hundred dollars (\$3,500).

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

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

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

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

G. **Teachers Returning to the District:** 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.

H. **Notification of New Hires.** The District shall notify the president of the Association when a new teacher is hired within thirty (30) days of active employment.

I. **Part Time Teachers:** Regular part time teachers shall receive a prorated salary, medical, dental and vision coverage and leave time, based on the amount of time they work and the salary listed in the Schedule. Part-time employees are not eligible for PAK B pay in lieu of insurance.

J. **Extended Contracts**

Teachers having extended contracts beyond their number of contractually required days shall be paid a prorated salary based on the Schedule. Payment will be paid on a pre-set contract with an individual. Such supplemental contracts shall be for an eight (8) hour day, except as specifically provided for in this agreement.

K. **Probationary Teacher Stipend:** Those teachers who have never achieved tenure at Battle Creek Public Schools, or any other district, and who are classified as probationary and receive an overall effective or highly effective evaluation at the end of the school year and each probationary school year thereafter shall qualify for an annual stipend of five hundred dollars (\$500) if they return to employment as a classroom teacher the following school year. The stipend shall be issued to qualifying returning teachers on the second pay date in September.

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

Sport	Stipend
Baseball-Freshman	\$2,800
Baseball-Head Varsity	\$3,450
Baseball-Junior Varsity	\$2,800
Basketball Head Varsity	\$6,600
Basketball Head JV	\$3,450
Basketball Freshman	\$2,800
Bowling Varsity	\$2,350
Cheerleading Varsity	\$3,000
Cheerleading	\$2,000
Cross Country	\$3,450
Equipment Manager/Trainer	\$2,800
Football Head Varsity	\$7,000
Football Asst. Varsity Coordinator	\$3,400
Football Asst. Varsity	\$3,000
Football Head JV	\$3,000
Football Asst. JV	\$3,000

Football Head Freshman	\$3,000
Football Asst. Freshman	\$3,000
Golf	\$3,350
Soccer Varsity	\$4,500
Soccer JV	\$2,800
Softball Varsity	\$3,450
Softball JV	\$2,800
Softball Freshman	\$2,800
Swimming Varsity Head	\$4,600
Swimming Asst. Varsity	\$3,000
Tennis Varsity	\$3,350
Tennis JV	\$2,350
Track Varsity	\$3,350
Track Asst Varsity	\$2,700
Volleyball Varsity	\$4,600
Volleyball JV	\$3,000
Volleyball Freshman	\$3,000
Wrestling Varsity	\$4,600
Wrestling JV	\$3,000
Wrestling Freshman	\$2,800
Site Supervisor Fitness Center	\$1,000
Middle School Swimming	\$2,500
Middle School Sports	\$1,850

Other Activities	Stipend \$
Debate/Forensics Head Coach*	\$5,045
Drama Head Coach*	\$5,045
Band Follies Director	\$2,354
Band Follies Production Director	\$2,018
Concert Band Director*	\$2,018
Concert Band Asst. Director	\$1,682
Instrumental Music*	\$1,682
Marching Band Director	\$4,036
Marching Band Asst. Director	\$2,018
Orchestra Director (Full Year)*	\$4,708
Vocal Music Director (Full Year)*	\$4,708
Vocal Music Middle School*	\$1,682
Wind Ensemble Director*	\$2,354
Counselors MS and HS	\$2,354(\$235.40 per day up to 10 days)
Safety Patrol Elementary*	\$673
Breakfast/Noon Hour Supervisor*	\$2,354
National Honor Society*	\$700

Robotics	
PBIS Lead*	\$500
PLC Lead*	\$300
BCCHS Department Chair*(ELA/Math/ Science/Social Studies)	\$2,000
District Lead Teachers* (Art/Music/ Foreign language/PE/Technology/MS REACH)	\$1,500

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

Additional Stipends

BCCHS Department Chairs.

Department Chairs designated in the core academic areas of English/Language Arts, Math, Science and Social Studies will receive an annual stipend to assist the Principal(s) in the development and successful implementation of campus instructional and budgetary initiatives within core subjects and other duties as further detailed in the position description which shall be signed by each Department Chair.

District Lead Teachers.

District lead teachers in the areas of Art, Music, Foreign Language, PE, Technology and the middle school REACH program will receive an annual stipend for the development and successful implementation of district-wide instructional and budgetary initiatives in their special area and other duties as further detailed in the position description which shall be signed by each Lead Teacher.

Positive Behavior and Intervention Supports (PBIS) Lead

PBIS Leads will receive an annual stipend to facilitate the development and implementation of school-wide PBIS in collaboration with the curriculum, instruction and assessment department, including being a member of the Instructional Leadership Team (ILT), as further detailed on the position description which shall be signed by each PBIS Lead.

Professional Learning Communities (PLC) Lead.

PLC leads will receive an annual stipend to develop school-wide data strategies in collaboration with the curriculum, instruction and assessment department, including being a member of the Instructional Leadership Team (ILT), as further detailed on the position description which shall be signed by each PLC Lead.

Payment of Stipends

Individuals receiving stipends are expected to fulfill all position responsibilities as set forth on applicable position descriptions in order to receive the full stipend. In instances where it is

documented that all expectations were not fulfilled, stipends may be reduced or prorated following discussions with the employee and the Association.

Athletic stipends shall be paid in a lump sum; generally half of the stipend amount midway through the season and the remainder at the end of the season provided the coach completes the season. Stipends may be prorated to compensate an individual who may fill-in until a regular assignment is made.

Stipends for partial year or seasonal activities such as Marching Band and Band Follies shall also generally be paid in a lump sum, half midway through the activity and the remainder at the end provided the teacher completes the season/activity responsibilities. Stipends may be prorated to compensate an individual who may fill-in until a regular assignment is made.

Stipends for activities that occur throughout the school year will be divided by the number of pay periods and included in each pay check. These activities generally include those noted with a * above.

The counselor stipend provides compensation for counselors for additional days, up to 10, beyond the contractual days. Work days are to be determined and scheduled by mutual agreement of the counselor and the principal and submitted to Human resources for approval.

M. Breakfast and Noon Hour Supervision: Teachers who give up their duty free lunch period to supervise breakfast or lunch programs shall receive the stipend as stated in Article V, Section L, Noon Hour Supervisors. When enough teachers do not volunteer, the Principal may assign teachers for a period not to exceed one semester. The Board will make an effort to use personnel outside the bargaining unit to provide noon hour supervision.

N. Summer School:

1. Reasonable effort will be made by the Board to issue contracts or letters of intent to employees two weeks before the start of the program. All contracts are subject to the class materializing.
2. One (1) day sick leave per summer is allowed. This is not accumulative and has no relationship to the sick leave provisions of the regular school year.
3. Summer school teachers will be paid for the 4th of July if it falls during the workweek.
4. Maximum class load will be consistent with class size as otherwise described in this agreement.

O. High School Credit Evening Program:

1. Notification of intent to employ shall be issued at least two (2) weeks prior to the beginning of each term. All contracts are subject to the class materializing.
2. Maximum class loads shall be consistent with class size as otherwise described in this agreement.

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

1. The Board agrees to pay \$30 per event to up to three middle school teachers supervising, scoring, or timing middle school athletic events where an admission charge is made. At tournaments involving middle schools where there is an admission charge and the time of supervision is doubled, each school will be allowed one paid teacher to help supervise the students at the rate of \$30 per event.
2. The Board agrees to pay \$30 per event to teachers who are employed for the supervision of all paid athletic events.

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

R. Non-Contractual In-Service Days: Voluntary, non-contractual day in-service, as approved by the Superintendent or designated representative, will be paid at the daily rate of \$75. The Association president or designee will be involved in the planning of district-wide in-service scheduled for pre-school week.

S. Expenses for Travel:

Business travel expenses will be paid/reimbursed consistent with the applicable District procedure. Teachers required in the course of their work to drive personal automobiles from one school building to another, excluding trips either to or from High School to W.K.Kellogg School, shall receive a car allowance authorized by the Internal Revenue Service for the prior tax year. Teachers will receive fifteen (15) minutes of travel time between buildings, occurring during the instructional day. Such time will be separate from planning or lunchtime.

T. Paydays: The Board and the Association mutually agree that pay shall be issued on a twenty-six (26) pay basis. When a payday falls on a holiday the checks will be issued a day early.

U. Tenure as Teachers Only: It is understood by both parties, that according to Teachers' Tenure Act and according to the resolution adopted by the Battle Creek Board of Education, teachers, now or in the future, holding administrative, consultant or special assignment positions shall have tenure as a teacher, but not as administrator, consultant or special assignment position.

V. Outdoor Education Center: The regular classroom teachers accompanying the class for a week at the Outdoor Education Center shall work a total of thirty-seven and one-half (37½) hours. All time worked over thirty-seven and one-half (37½) hours will be paid \$12.91 per hour. The Director of the Outdoor Education Center will determine their schedule.