

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, 2025 through June 30, 2028

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

PREAMBLE

This Agreement is entered into effective the 1st day of July, 2025, by and between the Board of Education of the City of Battle Creek, Michigan, (the "Board") and the Battle Creek Education Association, MEA/NEA (the "Association")

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

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

The parties have a mutual statutory obligation pursuant to the Michigan Public Employee Relations Act as amended, to bargain about hours, wages, terms, and conditions of employment, and

The parties, following extended and deliberate professional negotiations, have reached certain understandings that they wish to memorialize.

In consideration of the following mutual covenants, the parties agree as follows.

**ARTICLE I
Recognition**

- A. The Board recognizes the Association as the exclusive bargaining representative as defined by the Public Employee Relations Act, for all professional or certified instructional personnel in 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 in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board" includes its officers and agents.

- B. The Board will not negotiate with any organization other than that designated as the representative as defined by the Public Employee Relations Act, for the duration of this Agreement.

ARTICLE 2

School Board Rights

The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, statutes, and Constitutions of Michigan and 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, 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 3

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 will negotiate over a successor Agreement in accordance with this Agreement's procedures set forth herein in a good-faith effort to reach agreement about 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, except for matters that are a prohibited bargaining subject. Any negotiated Agreement shall apply to teachers and shall be reduced to writing and signed by the Board and the Association.
- B. The Board will furnish to the Association, in response to reasonable requests without placing undue hardship upon the Administration, available information about the financial resources of the District, tentative budgetary requirements and allocations, and 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. Before 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 other representative as the Board may select to discuss the Board's contemplated request for any millage and its expected allocation.
- 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 the Agreement's references to the Board and the Association, each reserves the right to act by committee, individual member, or designated representative.
- F. This Agreement may not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.
- G. When it is mutually agreed that negotiations between the Board and Association take place during the school day, teachers so engaged shall be released from regular duties without loss of salary. As required by law, however, the Association shall reimburse on a current basis those sums paid to the Office of Retirement Services for Association release time.

ARTICLE 4

Teachers' Rights

- A. The teachers and Association, as the exclusive bargaining representative of the teachers, shall have all of the rights and privileges granted to them by the Michigan Employment Relations Act, and other applicable Michigan statutes.
- B. Teachers shall be entitled to full rights of citizenship and no religious or political activity of any teacher or lack thereof shall be grounds for discrimination as to the employment of such teacher. Religious or political activity must be engaged in on the teacher's own time or on such school time as may be agreed upon between the Board and the Association.
- C. This Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, 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 continued employment. Nor shall any teacher be prejudiced in employment for joining or failing to join any lodge, religious group, employee association, union, or other lawful organization or the refusal to participate.

ARTICLE 5

Payroll Deduction

- A. The Board shall make payroll deductions upon written authorization from teachers for the following and any other programs jointly approved by the Association and the Board:
- a. Credit Union or other financial institutions
 - b. Tax-sheltered Annuities from Board Approved Vendors
 - c. Supplemental Life Insurance Opportunities available in the District
 - d. United Way
 - e. MEA Dues Deductions
- B. The Association shall notify the District in writing no later than September 1 of each school year, of the annual dues amount and provide a list of members who have given written authorization to deduct dues and the authorization forms that provide consent payroll deduction.
- C. The Association shall notify the District in writing when a union member revokes their authorization for dues deduction and include the authorization forms.
- D. Such deductions shall be made in bi-weekly equal installments beginning with the first pay in September 2025 and continuing with each pay period, and ending in the last pay in June with no deductions for the months of July and August. In the event of a month with three pay periods, such deductions shall only be made from the first two pay periods within that month.
- E. Upon receiving authorization from the Association on a member beginning employment with the District after the start of the school year, the dues amount shall be deducted from the next available period, following the District's payroll schedule.
- F. The District shall not be responsible for collecting retroactive dues payment, collecting dues during a member's unpaid leave of absence or collecting dues when the member's bi-weekly pay is not sufficient to cover their share of dues.
- G. At the end of each month in which dues are deducted, the District will forward a check and an itemized payroll report to the Association Treasurer within ten (10) business days.

- H. The Association agrees to defend, indemnify and save the District harmless against attorney fees, and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit or action, the District shall give timely notice of such action to the Association. The District agrees to give full and complete cooperation to the Association and the mutually-agreed upon counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and the appellate levels.

ARTICLE 6

Professional Compensation

A. **Teacher's Salary**

The Salary Schedules and agreement in Appendix A will be in place effective July 1, 2025 and for the 2025-2026 school year. A reopener for Salary will occur for the 2026-2027 and 2027-2028 school years.

- B. **Hours Awarded Beyond a Bachelor's Degree.** An annual stipend of two hundred (\$200) will be paid to teachers who complete fifteen (15) graduate hours beyond the Bachelor's degree. These graduate hours must be in a field appropriate to public school education and that improves teaching skills or subject matter knowledge. These graduate hours must be earned from an accredited institution of higher education and shall not be counted if needed to become certified or licensed in the teacher's current assignment. A teacher shall not be entitled to receive this payment until the semester after the official transcript(s) or course grade report(s) is filed by the teacher in the Superintendent's office. Teachers completing hours beyond a Bachelor's degree as outlined in this section will receive the above stipend beginning the semester after the teacher files the transcript or course grade report in the Superintendent's Office.
- C. **Hours Awarded Beyond a Master's Degree.** An annual stipend of one hundred fifty dollars (\$150) will be paid to teachers for each ten (10) graduate hours completed after the Master's degree is awarded. Graduate study must be in a field appropriate to public school education and one that improves teaching skills or subject matter knowledge. Graduate hours shall not be counted if needed to become certified or licensed in the teacher's current assignment. A teacher is not entitled to receive this payment until the semester after the official transcript(s) or course grade report(s) is filed with the Superintendent's office. Teachers completing hours beyond a Master's degree as outlined in this section will receive the above stipend beginning the semester after the teacher files the transcript with the graduate credit or course grade report in the Superintendent's Office.

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

Teachers completing a degree beyond a Master's degree as outlined in this section will receive the above stipend beginning the semester after the teacher files the transcript in the Superintendent's Office.

- 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 forty-five (45) days of completion.

- F. **Military Service Credit.** Teachers shall be given credit for military experience as determined by administrator discretion and consistent with federal and state law.

- G. **Teachers Returning to the District.** Teachers returning to the Battle Creek Public Schools within two (2) years after their resignation may be given up to full credit for experience previously held.

- H. **Notification of New Hires.**

1. The Board shall notify the Association President via email when a new teacher is hired within thirty (30) days of the new teacher's active employment.

- I. **Part-Time Teachers.** Regular part-time teachers shall receive a pro-rated 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 pro-rated salary based on the Schedule. Payment will be paid on a pre-set contract with an individual. The 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 up to ten (10) days to be scheduled, outside the teachers' contract calendar.

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 Superintendent or designee 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.** A teacher who never achieved tenure at Battle Creek Public Schools, or any other district, and who is classified as probationary and receives an overall year-end evaluation rating of effective or highly effective and each probationary school year after shall qualify for an annual stipend of five hundred dollars (\$500) if that teacher returns 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 subject to ongoing negotiations between the parties as to stipend responsibilities and any resulting Letter of Agreement.

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
Sport	Stipend
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 Supervisory 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
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)*	\$2,354
Vocal Music Middle School	\$1,682
Jazz Ensemble This stipend is fair compensation for auditions, SEED performance, curriculum development, recruiting middle school students, and any out-of-school preparations to enrich the Jazz Band experience for students.	\$1,500
Wind Ensemble Director*	\$2,354
Counselors MS and HS	\$2,354 \$235.40/day up to 10 days
Safety Patrol Elementary*	\$673
Breakfast/Noon Hour Supervision*	\$2,354
National Honor Society*	\$700
Robotics (BCAMSC)	\$5,045
PBIS Lead*	\$500
PLC Lead*	\$300
Department Chairs: BCCHS (ELA, Math, Science, Social Studies), BCAMSC (Math, Science)	\$2,000
District Lead Teachers (Art, Music, Foreign Language, Physical Education, 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/BCAMSC Department Chairs

Department Chairs designated in the core academic areas of English/Language Arts, Math, Science, Social Studies at BCCHS and Math and Science at the BCAMSC 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, Physical Education, 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 to receive the full stipend. Upon documentation that all expectations were not fulfilled, stipends may be reduced or pro-rated 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 that the coach completes the season. Stipends may be pro-rated 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 that the teacher completes the season/activity responsibilities. Stipends may be pro-rated 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 paycheck. These activities generally include those noted with an asterisk (*) above.

The counselor stipend provides compensation for counselors for additional days, up to ten (10), beyond the contractual days. Workdays are to be determined and scheduled by mutual agreement of the counselor and the principal and submitted to the Superintendent or designee 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 6, Section L, Noon Hour Supervisors. When enough teachers do not volunteer, the Principal may assign teachers for a period not to exceed one (1) semester. The Board will make an effort to use personnel outside the bargaining unit to provide noon hour supervision. Teachers who agree to provide breakfast/noon hour supervision during their planning time are eligible for this stipend on a pro-rata basis and not the pay for missed planning time.

N. **Summer School**

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

O. **High School Credit Evening Program**

- a. Notification of intent to employ shall be issued at least two (2) weeks before the beginning of each term. All contracts are subject to the class materializing.

- b. Maximum class loads shall be consistent with class size as described in this Agreement.

P. **Supervision of Athletic Events Where Admission Charges Are Made**

- a. The Board will pay \$30 per event for up to three (3) middle school teachers supervising, scoring, or timing middle school athletic events when 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 (1) paid teacher to help supervise the students at the rate of \$30 per event.
- b. The Board will 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 designee, 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 the week before school begins.

S. **Expenses for Travel**. Business travel expenses will be paid/reimbursed consistent with applicable District procedure. Teachers required in the course of their work to drive personal vehicles from one school building to another, excluding trips either to or from High School to W.K. Kellogg School, shall receive a vehicle 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. **Pay Days**. Pay shall be issued on a twenty-six (26) pay basis. When a pay day falls on a holiday, the checks will be issued a day early.

U. **Tenure as Teachers Only**. According to the Teachers' Tenure Act and according to the resolution adopted by the Battle Creek Board of Education, certificated teachers 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**. Regular classroom teachers accompanying the class for a week at the Outdoor Education Center shall work a total of thirty-six and one quarter (36.25) hours per week. All time worked over thirty-six and one quarter (36.25) hours per week will be paid \$23.70 per hour. One teacher per camp session will be compensated a total of \$200 per day (which includes the hourly rate) for overnight supervision. The \$200 overnight stipend may be divided between multiple teachers. For example, if a teacher:

- stays at the Center from 4 to 8 pm, then leaves, the teacher earns \$94.80 (4 hours x \$23.70);
- stays at the Center from 4 to 8 pm and spends the night, the teacher earns \$200;
- does not stay after 4 pm, but returns to spend the night, the teacher earns \$200.

At least one (1) District employee will be at the Center whenever a District class is present. The Director of the Outdoor Education Center will determine the schedule.

- W. **Summer Compensation.** Summertime non-contractually required professional development or training will be compensated at the rate of \$29.89 per hour. *This rate does not apply to summer school professional development.*
- X. **Special Education Stipend.** Any special education certified teacher who is placed by the District into a special education position instructing special education students during the semester will receive a \$1,500 stipend per semester, payable no later than the second pay period after that semester ends. If this teacher's placement does not occur at the beginning of the semester, this stipend will be pro-rated.

ARTICLE 7 Teaching Days and Hours

- A. Teachers are not 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 (30) duty-free lunch period. Teachers shall be at their building assignment fifteen (15) minutes before the scheduled student start time for that building and shall remain in the building twenty-five (25) minutes after the scheduled student end time for that building. This teacher report/dismissal time shall not count as time towards contractual preparation. Teachers shall be free to leave their assigned buildings on Fridays, or a day before 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 may leave their assigned buildings at the end of the school day on Tuesday.
- C. Parent/teacher conferences will be conducted four (4) times per year in sessions lasting four (4) hours each, or as otherwise agreed by the building and approved by the Superintendent or designee and the Association President. 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.

- D. To accommodate parents who are not able to attend the scheduled parent/teacher conferences, all teachers will, the week before or the week after the scheduled conferences, confer with all parents who desire a conference. These conferences shall be during the teacher's duty time unless the teacher volunteers other times.
- E. Daily preparation for effective teaching, such as preparing lesson plans, correcting examination papers, themes, and similar activities require many hours of application outside the classroom and add to professional responsibilities. Teachers recognize a responsibility to their students and the performance of these duties. Attendance at professional development, parent-teacher conferences, and PTA, PTO, or PAC meetings are considered part of all teachers' professional duties and teachers may be required to attend those meetings.
- F. 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 PTA, PTO, or PAC meetings. Teachers may sign up for attendance at the PTA, PTO, or PAC meetings to achieve the building staff attendance standard.
- G. All high school teachers will attend high school graduation, unless provided prior written permission from the Superintendent or designee.
- H. **Faculty Meetings**. Regular faculty meetings shall be scheduled on the second and fourth Monday of the school month subject to cancellation by the building principal.
1. Regular faculty meetings will be scheduled on the second and fourth Monday of the school month subject to cancellation by the building principal. Regular faculty meetings will use the following rules to ensure collaborative planning and facilitation.
 - a. The meetings shall begin within ten (10) minutes after student dismissal time and all teachers will be present unless on approved leave.
 - b. Meetings will not extend beyond 150 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 that meeting;
 - Set approximate start and stop times for each agenda item; and
 - Ensure that agenda items are relevant to the goals and mission of the school and the 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 do 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. Teachers are expected to attend these meetings unless expressly excused or on a leave of absence.
- I. 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 8

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. Planning time shall be protected to perform tasks related to instructional planning, grading, or other professional responsibilities necessary for effective teaching.

- Planning at secondary will be equal to a minimum of one (1) class period per day.
 - Planning at elementary will be equal to a minimum of a specials class period with the exception of ten (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 substitutes 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 9

Placement, Transfer, Layoff/Recall

- A. Decisions about placement, reduction, and recall of a teacher shall comply with Revised School Code Section 1248.
- B. The Superintendent or designee decides placement decisions, when a vacancy exists and when a position is made.
- a. A "Vacancy" shall be defined as an unassigned, open position or a newly created position which the District intends to fill.
 - b. Vacancies shall be posted at least ten (10) calendar days prior to being filled.
 - c. A teacher may request a transfer for the upcoming school year not earlier than March 31, regardless of evaluation or current placement.
- C. Acting within the approved budget, the Superintendent or designee is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent or designee determines that insufficient funds are budgeted for existing staff or that a reduction in teaching staff is necessary due to a program, curricular, or other operational consideration(s) the Superintendent will recommend to the Board the teaching positions to be reduced. Prior to issuance of layoff notices, the Association will be given an opportunity to make specific recommendations regarding the particular implementation of layoff and recall procedures by the district.
- D. The Superintendent or designee has discretion to place, transfer, layoff, or recall a Bargaining Unit Member into a position for which they are certified for, for a reason that is not arbitrary or capricious. Including, but not limited to, the following clear and transparent factors:
- a. Compliance with State and Federal laws, regulatory standards, and state grant, and categorical funding requirements.
 - b. Qualifications determined by the District including but not limited to credentials necessary for schools or program accreditation.

- c. Disciplinary record.
 - d. Effectiveness based on previous evaluations.
 - e. Length of service in the grade level or subject area.
 - f. Professional development, special training, additional training, additional certification(s), and experiences that lend themselves to the classroom.
- E. The Teacher and the Association will be notified in person, and outside of the working day, or otherwise agreed, of the anticipated placement change and the reason for the change by the Superintendent or designee.
- F. A Teacher is eligible for recall for eighteen (18) months from the date the District implemented the reduction in force. Teachers placed on layoff will continue to receive all insurance benefits until the end of the month following the layoff notice. Teachers wishing to continue insurance beyond that point may do so on their own by purchasing COBRA continuing coverage. Teachers returning from layoff will be considered active employees upon receiving notice. Should a teacher refuse to return from layoff within five (5) business days during the school year, ten (10) calendar days during the summer, they shall be deemed to have voluntarily quit. All fringe benefits will be restored to Teachers returning from layoff.
- G. Probationary teachers cannot grieve any aspect of this section.

ARTICLE 10

Teaching Conditions, Loads, and Assignments

- A. The Board and the Association agree to the following maximum class loads:
- 1. **Elementary School Building**
 - 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 Program will count as one (1), provided that 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 and Lavatory Facilities. The Board shall make available in each. school adequate lunchroom 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. Classes shall not be unduly interrupted for announcements on the school intercom system except in case of an emergency.
- E. The Board 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. Before reaching a conclusion about any building program, the Board will notify the Association and give the Association the opportunity to meet with the Administration and Board about the building programs. Any citizen committee organized by the Board to advise the Board on building needs will include teacher representation.

The Board will provide a classroom for each teacher and provide textbooks and materials necessary for the instructional program as deemed necessary by the Board. The Board and teachers will mutually select such materials. The Board will at all times keep the school reasonably equipped and maintained. 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 work day.

ARTICLE 11

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 by the Employer to provide work before the expiration of any leave of absence of more than ninety (90) days granted under this Agreement unless the teacher gives a written notice to the Employer of a desire to return to work ten (10) days before 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) work days 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 pro-rated based on 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 pro-rated based on 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 pro-rated 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 pro-rated on the portion of the contract that remains for the school year and the length of the teacher's contract work day.
- 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 pro-rated based on 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 S.).

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

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

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 S.). 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 S.).

- 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 spouse, 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 (1) sick leave day, \$100 will be deducted from the bonus. If the teacher takes more than three (3) sick leave days in a school year, 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 Superintendent or designee stating the reason for the leave and the beginning and end dates of the leave. The District retains the right to require that the teacher submit to an examination by an appropriate health care provider to validate the need and duration of the requested leave. The District will select the health care provider and will pay for the cost of the examination. 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 and perform the essential functions of the teacher's job duties.
- D. **Worker's Compensation Leave.** Any teacher who is absent because of an injury or disease, compensable under the Michigan Workers Disability Compensation Act, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and the teacher's regular salary for the duration of the illness, not to exceed ten (10) months with no subtraction of sick leave. This provision grants to the Board the right of recovery from a teacher's wage an amount equal to the Worker's Compensation paid to the teacher.
- E. **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) work days in a school year. Such leave shall not accrue and may be taken in one-half (1/2) day increments.
- The teacher shall promptly notify the Employer of a death in the immediate family and the extent of the expected absence
- Immediate family includes a biological, adopted, and foster child, parent, sibling, 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 for the bereavement of a:
- a. member of the immediate family when paid bereavement leave is exhausted
 - b. person other than the 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 Agreement.

F. 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. For a conference, workshop, or seminar conducted by the Michigan Education Association and the National Education Association, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time. 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 designee 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.

G. 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 (1) school year. Teachers desiring such leave should make an 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 before the end of the sabbatical leave.

H. 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) personal leave days with pay during a contractual work year. Personal leave days

that may be requested shall be pro-rated 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 pro-rated based on 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 workday 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 forty (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 work week 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. Unless approved by the Superintendent or designee, paid personal leave shall not be used the day immediately before or after a holiday break.
 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. Uniformed Services Leave.

1. Uniformed services leave of absence shall be granted to any teacher as required by law. Teachers on uniformed services leave shall be given the benefit of any increment which would have been credited to them had they remained in active service to the District. Such leave shall follow USSERA regulations and sick leave accumulated before uniformed services leave shall be reinstated if that 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 Schools system may make an application for a semester or for a year's leave of absence for professional study or travel. If that leave is 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 the 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 or Vista as a full-time participant in such a 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 or 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. That teacher will not receive credit toward regular salary increment.
2. If 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 credit toward the regular salary 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. That 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 that 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. That 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 Superintendent or designee 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 notice at least thirty (30) days before the date on which the requested leave will begin.
- P. **Unpaid Administrative Leave of Absence.** The Superintendent or designee may authorize a teacher to take an administrative leave of absence, without pay, where the leave would benefit the teacher or the Employer.
- A leave longer than thirty (30) days, 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 leave request with the understanding that its decision does not 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 that the employee informs the Employer within three (3) workdays 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 Appearance.** 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 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 regulations - "Special Rules Concerning Employees of Local Educational Agencies" shall apply. The Employer reserves all rights granted to school districts under the FMLA, including, but not limited to:
 - a. The right to substitute all paid leave benefits for unpaid FMLA leave with the understanding that 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.

Note: 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 may receive a "qualifying exigency leave."

3. **Eligibility for FMLA Leave.** 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 continuance shall not be construed as a waiver of the Employer's right to recoup premium payments from teachers as 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.** For an absence not covered by this or any other leave policy, the deduction from the teacher's salary shall be one-one hundred eighty-eighth (1/188th) of the contractual salary of a returning teacher and one-one hundred eighty-ninth (1/189th) of the contractual salary of a new teacher according to the salary schedule. A deduction from a GSRP teacher's salary shall be a pro-rated 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 12

Sick Day Payout and Retirement Stipend

A. Payouts Upon Retirement

1. **Teachers Hired Before July 1, 2009, Sick Day Payout.** Upon retirement under the State Retirement Act, full-time teachers employed before July 1, 2009, who are eligible to begin drawing annuity immediately and choose to do so shall be paid at their last annual per diem rate for up to ninety (90) days of accumulated sick leave. For part-time teachers, the benefits will be pro-rated based on the teacher's assignment. To be eligible for this benefit, the teacher must have been an employee of the Battle Creek Public Schools for ten (10) consecutive years (including Board-approved leaves of absence).
2. **Teachers hired on or after July 1, 2009, Retirement Stipend.** Upon retirement under 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 eight thousand eight hundred and twenty-six dollars (\$8,826) for the 2025-2026 school year. 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. For part-time teachers, the benefits will be pro-rated based on the teacher's assignment. To be eligible for this benefit, the teacher must have been an employee of the Battle Creek Public Schools for ten (10) consecutive years (including Board-approved leaves of absence).

- B. If for any reason, at a later date, the employee returns to employment in the Battle Creek Public Schools, the employee will not be eligible for these benefits a second time.
- C. Teachers eligible for the sick leave pay out or the retirement stipend shall have the payment computed per Section A of this Article and deposited into a District-approved 403b account in the teacher's name within two (2) pay periods after the teacher's retirement. Any teacher using this provision must submit all necessary paperwork to the Michigan Office of Retirement Services including a letter of resignation for retirement purposes to the Board 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 the District-approved 403b vendor in the teacher's name no later than two pay cycles after the effective retirement date as set forth in ORS.

ARTICLE 13

Insurance

- A. The District will pay the statutory cap in effect as of January 1 each calendar year for the cost of medical insurance for all eligible bargaining unit employees. Employees will pay any cost greater than the statutory cap of their annual medical premium based on their insurance coverage status (i.e., single, two-person, or full family), which amount shall be deducted from the employee's compensation on a 24-pay basis. The Board's medical benefit plan contribution shall not exceed the maximum amounts per plan year as provided in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. and adjusted annually by the State Treasurer.

To the extent allowed by law, the health insurance cap shall first be applied to medical premiums, then next to any payment 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 under the Publicly Funded Health Insurance Contribution Act. 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 MESSA medical plans approved by the Area Purchasing Agreement (APA).

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

MESSA Life Insurance	\$30,000
MESSA AD&D coverage	\$30,000
UNUM Group Life	\$20,000

MESSA/Delta Dental Plan

80/80/80-\$1,000 annual max

Ortho - 80% and \$1,500 annual max

MESSA Vision Service Plan

VSP3G

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, on the conditions that the employee: voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Superintendent's designee that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

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 plan 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 plan 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 plan 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 plan is one hundred fifty-one (151) or more.

Dual coverage of medical insurance is prohibited. Employees who are covered by another employer's (ie., spouse's employer) medical plan shall not be eligible for the Board-provided medical coverage.

- B. The Board has adopted a qualified plan pursuant to Section 125 of the Internal Revenue Code which allows teachers who select additional benefits to receive cash options that are part of that plan. The cash option received by the teachers may be used to purchase a tax-deferred annuity or for qualified expenses. All costs relating to the implementation and administration of tax-deferred annuity benefits under the plan shall be paid by the Board. To purchase a tax-deferred annuity, the teacher shall enter into a salary reduction agreement. *Note: According to IRS rule the Board and the employees pay their portion of FICA taxes.*
- C. 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 any cost incurred by the Board to implement the payroll deduction. Companies qualifying for payroll deduction must meet the specifications determined by the Battle Creek Public Schools Business Office.

- D. The District's Section 125 Flexible Spending Plan covers all qualified expenses.
- E. Insurance coverage for new employees shall begin on the first day of their employment within two (2) weeks of the teacher's hire date, provided that the teacher timely enrolls in the insurance program. 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. Failure to timely submit the completed forms results in the teacher's enrollment in the single coverage plan. 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 before 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 District. Teachers resigning at the end of the school year shall have insurance benefits continue through August 31, unless otherwise mutually agreed.
- F. 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).
- G. Any teacher who is injured while performing professional responsibilities shall promptly report the accident to the principal or supervisor. The principal will report the accident to the Human Resources Manager or designee, who will notify the Board's third-party administrator that oversees Workers Compensation benefits for employees as prescribed by law.
- H. Teachers who transport children in their own vehicle 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 under the Michigan no-fault insurance statute.

I. **Long-Term Disability**

To qualify for long-term disability benefits, the teacher must use the greater of his/her total accumulated paid leave or satisfy a waiting period of thirty (30) calendar days. Other eligibility criteria are established by the insurance carrier. 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
- 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 two (2) years of the benefit the teacher must be disabled from performing their own occupation only.
- The above benefits may be modified by the insurance carrier. The teacher shall attempt to schedule follow-up appointments outside of school hours.

J. Area Purchasing Arrangement

The District designates MESSA as the health insurance carrier for bargaining unit employees. The parties acknowledge that the Area Purchasing Agreement (APA) may make changes to the MESSA plans which it offers. Bargaining unit employees may enroll in the MESSA plans offered by the APA during the open enrollment dates set by the District. Insurance will be bargained along with the Year 2 and Year 3 wage and calendar re-opener.

**ARTICLE 14
Association Rights**

- A. The Association shall have the right to use school building 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 (1) 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. Officer(s) or representative(s) of the Association, MEA, or NEA who wish to meet with a teacher during the teacher's workday shall first check with the principal or appropriate administrator. The principal or appropriate administrator will decide whether 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 shall 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 designee and Principal shall be notified as soon as possible before departure. The Association shall

reimburse the District the cost of the substitute. The Association shall also reimburse the District on a current basis those services paid to the Office of Retirement Services for Association leave time.

- E. **President's Release Time.** The Board will release the Association President up to one-half (1/2) time without loss of pay. The President will provide notice of his or her schedule by July 1 of each year. The Association shall reimburse the Board up to fifty percent (50%) of the President's salary. Further, the Association shall reimburse the District on a current basis those services paid to the Office of Retirement Services for Association leave time.

The Association shall 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 15

Protections of Teachers

- A. The Board recognizes its responsibility to give reasonable support and assistance to teachers as 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 for a student 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 designee. Upon written request by the teacher, the Board will provide legal counsel to advise the teacher of any rights and obligations as 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(s) other than the Board, as a result of any action taken by the teacher while in the scope of his/her 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 expenses and for time lost, which are not paid by other agencies.

- F. 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 teacher's request, accompany the teacher in such reviews. The review will be made in the presence of the administrator responsible for the safekeeping of such files. Confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review.
- H. The Board will reimburse teachers for loss, damage, or destruction of clothing or personal property as authorized by the Administration, excluding the teacher's vehicle 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.

ARTICLE 16

Teacher Discipline

- A. For tenured teachers, consistent with the Teacher's Tenure Act, discipline may only be issued for reasons that are not arbitrary or capricious, and the parties subscribe to the concept of progressive discipline as required by law. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction. Progressive discipline shall include the follow:
 - a. Oral warning, shall not be placed in personnel file
 - b. Written warning, then
 - c. Oral reprimand, then
 - d. Written reprimand, then
 - e. One-day suspension with or without pay, then
 - f. Three days suspension with or without pay, then
 - g. Further days suspension without pay not to exceed ten (10) working days with a written notification of possible termination if the conduct continues, then
 - h. Discharge.

- B. All discipline will be in writing and placed in an individual's personnel file, with the exception of Oral Warnings, and the Teacher will be forwarded a copy. A teacher may attach a rebuttal in their personnel file up to five (5) sheets of 8.5 x 11 inch in paper. Non disciplinary directives will not be placed in an individual's personnel file.
- C. Probationary teachers cannot grieve discipline.
- D. Employees shall have full Weingarten Rights. New hires and teachers will be notified of their Weingarten Rights.

ARTICLE 17

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 Agreement 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 employees; one on or before January 15 and one on or before April 15 of each year and deliver same to the Association President. The lists shall contain the bargaining unit employees' date of hire, certification, and major/minor areas of instruction.

ARTICLE 18

Evaluations

- A. Teachers will be evaluated pursuant to the negotiated performance evaluation system pursuant to and consistent with Revised School Code 1249 and the Teacher's Tenure Act
- B. The parties agree that the negotiated evaluation system constitutes clear and transparent procedures as required under Revised School Code Section 1249, and includes the following:

1. Specific performance goals identified by the teacher being evaluated to improve their effectiveness in the upcoming school year and developed alongside the year-end evaluation.
2. An annual evaluation of the teacher's job performance with timely and constructive feedback.
3. Locally agreed-on approaches to measuring student growth with relevant data on student growth as defined by Revised School Code 1249. (Teachers select two (2) applicable student growth measures from the following list below to be used in their respective evaluation.)
 - a. Agreed-on Student Growth Measures:
 1. Local Unit Assessment for Core Content (K-5 ELA or Math)
 2. Local Benchmark Writing Assessment (Grade Level Rubric)
 3. Grade Level Standards Based Assessment
 4. Performance Based (PBL) Assessment tied to Grade/Content Level Standards
 5. Proficiency on Advanced Placement Exams or Certification Exams tied to Content Area
 6. Adequate Progress towards specialty program completion as agreed upon with a building administrator or direct evaluator (e.g., Adult Ed and WK Prep)
 7. Other agreed upon measure in collaboration with building administrator or direct evaluator
 8. NWEA MAP Proficiency and/or Growth
 9. STAR Reading or STAR Math Proficiency and/or Tiered Growth
4. The use of student growth and assessment data or student learning objectives (2) metrics as at total of 20% of the year-end evaluation determination.
 - a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department-level teachers in consultation with their evaluator.
 - b. That data used in this section must be tied to the grade level content area and curriculum of the individual teacher.

C. Process: The District and the Association agree to meet annually to modify, amend, or otherwise mutually approve the BCEA/BCPS Evaluation Tool and implement any necessary changes, according to the law and/or agreed upon contract changes. The Tool shall also be publicly posted on the District website.

1. Classroom observations, also known as structured observations, that are intended to assist in the mid-year and/or year-end performance evaluations for teachers will be conducted as follows:

- a. The structured observation used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
- b. The observation must include review of pupil engagement in the lesson that is observed.
 1. The District and the Association agree that "pupil engagement" may look different depending on the circumstances of each classroom, subject, or the abilities of students.
 2. No observations shall occur during the two days before or after a major holiday break as set forth in the bargained calendar, including: Thanksgiving Break, Winter Break, and Spring Break.
 3. No observations shall occur on any day in which a holiday is being celebrated or recognized within the school setting, including but not limited to: Halloween, Valentine's Day, or St. Patrick's Day.
- c. A post-observation meeting will be held no later than ten (10) school days after the observation occurred. The teacher will be provided written feedback no later than thirty (30) calendar days after the observation.

d. Learning Visits

1. Definition of a "Learning Visit:"

A non-evaluative observation of practice that is brief and may focus on a particular component of the lesson/unit or on a specific standard. Learning Visits must conclude with follow-up to provide immediate feedback (verbal or written) to the teacher in order to improve instruction and/or monitor the progress of professional practices and district initiatives.

2. Teachers may receive up to two (2) Learning Visits per school year, neither of which will be included in the year-end evaluation.

e. Structured Classroom Observations

1. There shall be two (2) structured classroom observations of a teacher in each school year in which the teacher is evaluated, one (1) of which may be unscheduled, and all of which must be at least fifteen (15) minutes.
2. The annual performance evaluation system will assign a year-end rating of “Effective,” “Developing,” or “Needing Support.”
 - a. The year-end evaluation determination and form shall be delivered at a meeting with the teacher no later than thirty (30) days before the end of each school year.
 - b. Evaluation effectiveness ratings shall be defined within the Evaluation Tool.
3. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years. If a teacher on the triennial track is placed on an IDP or transfers to a new position, the District may choose to reinstitute the annual evaluation process.
4. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.
 - a. Tenured teachers who receive two (2) consecutive annual “needing support” evaluations are entitled to the procedures within Revised School Code 1249 as amended.
5. Training on evaluation system, tools, and reporting forms:
 - a. Within the first five (5) weeks of each school year the district shall provide training to all teachers on the evaluation system, reporting forms, and other important components of the year-evaluation process and how each reporting form is used during the process.

ARTICLE 19

Grievance Procedure

A. Definitions

1. A "grievance" is a claim based on an event or condition that affects the welfare or conditions of employment of a teacher or a group of teachers and the interpretation, meaning, or application of this Agreement. 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(s) making the claim.
3. A "party in interest" is the person(s) making the claim and any person who might be required to take action or against whom action might be taken 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. These proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. This Article shall not limit 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, however, that the adjustment is not inconsistent with 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. While those time limits shall be strictly construed, the parties may, however, extend the time limit 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 Executive Director for Human Resources/Labor Relations or designee shall meet with the aggrieved person(s) in an effort to resolve it.
- c. Within five (5) workdays from the date of the meeting as set forth in "b" above, the Executive Director for Human Resources or designee shall issue a written decision.

3. **Level Three**

If the written decision issued by the Executive Director for Human Resources/Labor Relations 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 paid 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 at its next regularly scheduled meeting following the receipt of the findings and award. The Board will issue its decision as to whether 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 award were reviewed.

D. Rights of Teachers to Grievance 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 (1) building, the Association may submit such grievance in writing to the Superintendent or designee directly and the grievance process shall begin 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 Association President.
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 breach of this Agreement or any alleged violation of their rights under the Agreement shall be pursuant to the grievance procedure. Nothing in this Agreement 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, that 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 20

Joint Council for Professional Development

- A. The purpose of the Joint Council for Professional Development 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 Coordinator of Curriculum and Instruction;
 - 2. Three (3) teachers appointed by the Association President;
 - 3. The Coordinator of Curriculum and Instruction or designee; and
 - 4. The Association President or designee.
- D. Council members will be appointed within seven (7) calendar days of the ratification of this Agreement and on or before May 1 of each subsequent year.

ARTICLE 21

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 before the teacher's report to work time, except in case of an emergency, and must provide lesson plans for the substitute or advise where the substitute will be able to find the teacher's lesson plans..

2. **Notice of Return to Work.** When a teacher is absent due to illness or injury in excess of three (3) days, the teacher shall 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 are contrary to or inconsistent with its terms except for those matters which are a prohibited bargaining subject. Likewise, this Agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts 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 website.
- D. If any provision or application of this Agreement to any employee or group of employees is found contrary to law, then that provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect. The parties agree to one (1) 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 before 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 22

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.

Either party may submit an agenda to the other party requesting a conference meeting. Either party may refuse any item on the agenda.

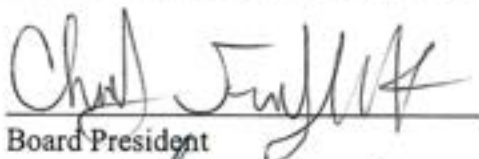
The conference meeting will be held at a time mutually set by the Board and the Association.

ARTICLE 23

Duration

- A. This Agreement supersedes all previous Agreements between the parties and shall become effective July 1, 2025, and shall remain effective until the 30th day of June, 2028, except as noted in the paragraphs below.
- B. For each year of the contract the parties agree to a re-opener for wages, calendar, and insurance.
- C. If an emergency financial manager is appointed by the State under the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate Agreement as provided in that Act. This authority is a prohibited subject of bargaining under the Public Employment Relations Act.

For the Battle Creek Public Schools



Board President


Superintendent

Date: July 28th, 2025

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


BCEA President


MEA UniServ Director

Date: July 28th, 2025

APPENDIX A
Wages and Salary Schedule Placement

1. Teachers shall receive steps and lanes for the 2025-2026 school year.
2. All teachers will receive an off-schedule Retention Stipend in the first pay of June 2026 as determined below:
 - a. All teachers who have less than twenty (20) years of service with the District shall receive seven hundred and fifty dollars (\$750)
 - b. All teachers who have twenty (20) years or more of service with the District shall receive one thousand dollars (\$1,000)
3. In the event the District's student enrollment is greater than or equal to 3,680 students based on the Fall 2025 student count (a loss of no more than 25 students from the 2024-25 school year), the District will provide a 2% off-schedule salary increase for all teachers.
4. A wage re-opener is will occur for each 2026-2027 and 2027-2028.

K-12 Salary Schedule 188 Work Days				ECE Salary Schedule 175 Work Days			
BA-1	\$50,000	MA-1	\$52,122	ECEB-1	\$47,139	ECEM-1	\$49,114
BA-2	\$51,372	MA-2	\$53,616	ECEB-2	\$48,511	ECEM-2	\$50,608
BA-3	\$52,744	MA-3	\$55,111	ECEB-3	\$49,883	ECEM-3	\$52,103
BA-4	\$54,116	MA-4	\$56,605	ECEB-4	\$51,255	ECEM-4	\$53,597
BA-5	\$55,487	MA-5	\$58,100	ECEB-5	\$52,626	ECEM-5	\$55,092
BA-6	\$56,859	MA-6	\$59,594	ECEB-6	\$53,998	ECEM-6	\$56,586
BA-7	\$58,231	MA-7	\$60,088	ECEB-7	\$55,370	ECEM-7	\$58,080
BA-8	\$59,603	MA-8	\$62,583	ECEB-8	\$56,742	ECEM-8	\$59,575
BA-9	\$60,975	MA-9	\$64,077	ECEB-9	\$58,114	ECEM-9	\$61,069
BA-10	\$62,347	MA-10	\$65,572	ECEB-10	\$59,486	ECEM-10	\$62,564
BA-11	\$63,718	MA-11	\$67,066	ECEB-11	\$60,857	ECEM-11	\$64,058
BA-12	\$65,090	MA-12	\$68,560	ECEB-12	\$62,229	ECEM-12	\$65,552
BA-13	\$66,462	MA-13	\$70,055	ECEB-13	\$63,601	ECEM-13	\$67,047
BA-14	\$67,834	MA-14	\$71,549	ECEB-14	\$64,973	ECEM-14	\$68,541
BA-15	\$69,206	MA-15	\$73,044	ECEB-15	\$66,345	ECEM-15	\$70,036
BA-16	\$70,578	MA-16	\$74,538	ECEB-16	\$67,717	ECEM-16	\$71,530
BA-17	\$71,949	MA-17	\$76,032	ECEB-17	\$69,088	ECEM-17	\$73,024
BA-18	\$73,321	MA-18	\$77,527	ECEB-18	\$70,460	ECEM-18	\$74,519
BA-19	\$74,693	MA-19	\$79,021	ECEB-19	\$71,832	ECEM-19	\$76,013
BA-20	\$76,065	MA-20	\$80,516	ECEB-20	\$73,204	ECEM-20	\$77,508
		MA-21	\$82,010			ECEM-21	\$79,003