

# **RATIFICATION DOCUMENT**

**August 18, 2009**

*For an*

**2008-2009 and 2009-2010 ECONOMIC AGREEMENT**

*Between the*

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

**BATTLE CREEK**

*And the*

**BATTLE CREEK PARAPROFESSIONAL ASSOCIATION, MEA/NEA**

**Effective: July 1, 2008 - June 30, 2010**

NOTE: All language in the 2006-2008 Collective Bargaining Agreement shall remain unchanged except for language found in any letters of agreement in effect, unless otherwise agreed and language reflected in this addendum.

2008-2009 – Effective 7-1-08

- 1% Increase on Schedule over 2007-2008 amounts to be paid retroactively to bargaining unit members who worked during the 2008-2009 school year excluding employees who resigned or were terminated
- Steps paid
- 50/50 sharing of health insurance premium increase or decrease
- No change in health benefits

2009-2010 – Effective 7-1-09

- 3% increase for top step of Schedule over 2008-2009 amount
- No increase for steps below the top step
- Steps paid
- 50/50 sharing of health insurance premium increase or decrease

**Article XIV**  
**RETIREMENT**

- A.** Any employee **hired prior to 7-1-09** who separates from the employer for retirement purposes in accordance with the provisions of Michigan Laws relating to retirement systems for public school employees, shall be paid for unused sick leave up to forty-five (45) days if the paraprofessional has ten (10) years service in the district and up to ninety (90) days if the employee has fifteen (15) years or more in the district. All payments are to be made at the paraprofessional's current rate of pay, and based on the employee's ~~regular~~ **assigned hours of work per** workday.
- B.** An employee shall have a lump sum payment of accrued sick leave benefits deposited into a Special Pay Plan Account in the employee's name in either July or January following the employee's retirement. Employees who wish to use all or a portion of their accrued sick leave benefit to purchase universal buy-in credit, to pay for MIP buy-back costs owed to MPSERS or to purchase some other retirement credit allowed by MPSERS rules may do so by providing the Business Office with a billing statement from MPSERS and written directions as to what portion of the employee's accrued sick leave benefit is to be sent to MPSERS. The written directions and billing statement must be in the Business Office prior to November 1 or May 1 of any year
- C.** Any employee taking advantage of this provision must have completed all necessary paperwork to make retirement official including a letter of resignation for retirement purposes to the Board of Education and a request for the final salary affidavit on or before November 1 or May 1 of any year. The District shall issue and mail a check to MPSERS, in the employee's name, prior to January 22 or June 22 of any year.

- D. **Employees hired after 6-30-09 shall not be eligible for the retirement benefit as outlined in A. through C. above. An Employee who is hired after 6-30-09 and has been employed with the District for twenty (20) or more consecutive years resigns and can immediately receive benefits from the Michigan Public School Employee Retirement System shall have deposited into a Special Pay Plan Account in the employee's name a one-time lump sum payment of two thousand three hundred six dollars (\$2,306) prior to January 22 or June 22 of any year. The above lump sum is based on an eight (8) bid hour workday. The lump sum shall be prorated for employees working less than eight (8) bid hours per day. The lump sum payment shall increase each fiscal year by the same percentage as the Salary Schedule increases.**

<b>Article XV MISCELLANEOUS</b>
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E. Professional Development/Tuition:

1. Professional Development may be conducted at the time of district Professional Development for teachers. It is understood that those paraprofessionals required **by the Employer** to attend Professional Development activities shall receive regular pay for the attendance.
2. Paraprofessionals may be required or invited to attend other planned activities at times other than the District Professional Development.
3. Bargaining unit members attending Professional Development on a voluntary basis, and as approved by the Administration, shall receive a \$42/day stipend based on seven (7) hours/day of training.
4. ~~Effective July 1, 2007~~ In addition to the voluntary Professional Development described in 3. above and with the written approval of the building principal up to fifteen (15) hours of professional development activities paid at the bargaining unit member's current hourly rate of pay may be attended on non-student instruction days **or** after student instruction hours. ~~on student instruction days or on instruction days which the bargaining unit member is not scheduled to work. due to flexing his/her yearly work schedule.~~ Such professional development shall not be mandatory. **and The supervisor shall prepare a change notice with documentation of the approval of the additional hours of work and shall submit the change notice to Human Resources for authorization to be sent to payroll to pay the employee at his/her appropriate regular hourly rate of pay. Timesheets must be submitted to the District for pay to be issued.**

5. ~~The Board agrees to reimburse an employee for tuition expenses for accredited classes successfully completed, providing the class has been approved in advance by the office of the Superintendent or designee.~~ **The Board agrees to reimburse a bargaining unit member for tuition expenses for accredited classes taken and successfully completed, providing the class is relevant to job duties and has been approved in advance by the bargaining unit member's immediate supervisor and the Personnel Manager and pursuant to the District's tuition reimbursement program.**

ECE Paraprofessionals shall receive their regular pay for each hour of Professional Development training they attend that is required work hours to renew their CDA certification. The Employer must be informed prior to the ECE paraprofessional attending such training. It is understood that only time spent in training outside work hours qualifies for pay.

H. ~~Flexible Work Year:~~ **Extended Calendar:**

With the **written** approval of the building or work site supervisor, ~~one (1) or~~ **up to two (2) work days per school year may be scheduled outside** ~~which are scheduled on a student instruction day(s) may be moved to immediately prior to or immediately after the student instruction year in order for the bargaining unit member to perform essential activities preparing for the upcoming student instruction year or for essential activities after the final student instruction session for the school year.~~ **An additional workday may not be scheduled on a holiday.**

**The supervisor shall prepare a change notice with documentation of the approval of the additional hours of work and shall submit the change notice to Human Resources for authorization to be sent to payroll to pay the employee at his/her appropriate regular hourly rate of pay. Timesheets must be submitted to the District for pay to be issued.** ~~Leave forms and time sheets are not required.~~

Note: ~~The above two (2) floating professional days and the two (2) non-mandatory work days shall be noted in the BCPA K-12 work calendar.~~