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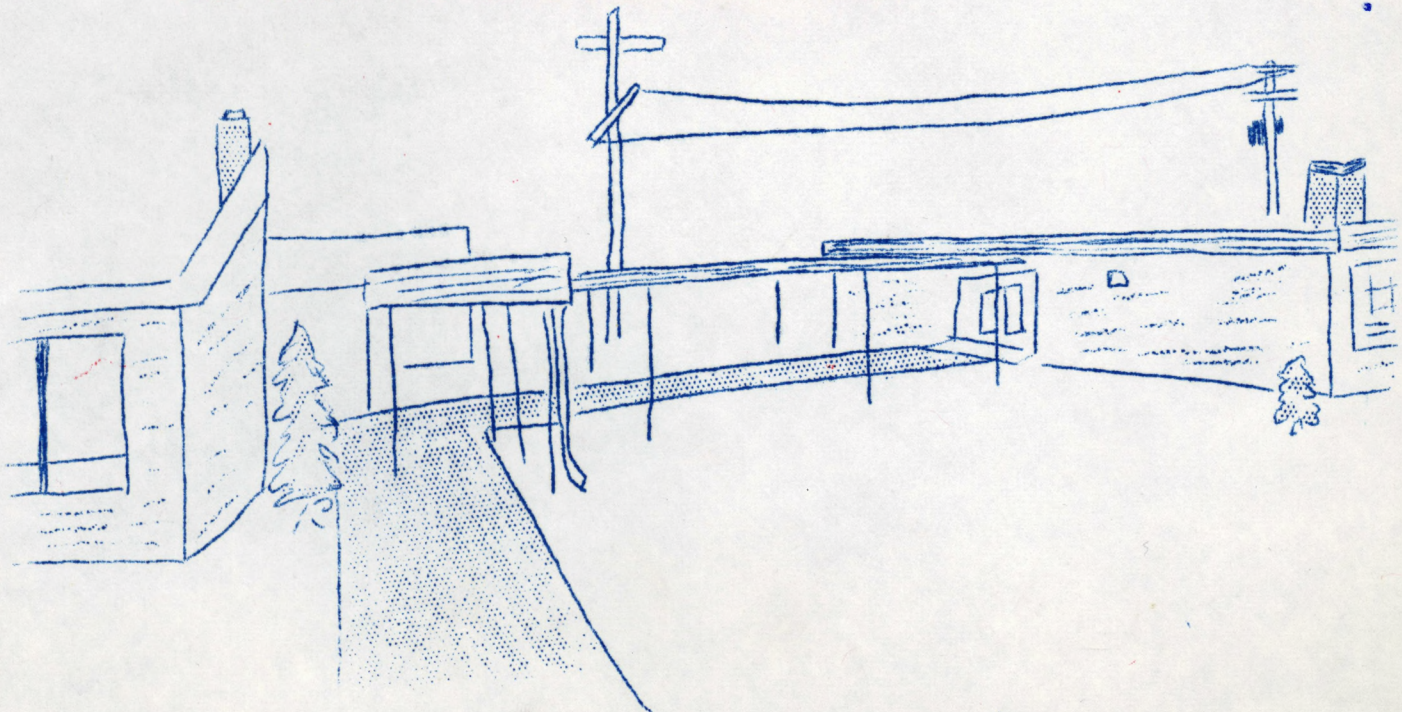
CONTRACT

YMEA
1216 KENDALE
E. LANS., MI:
48824

AS AGREED UPON BETWEEN

THE BOARD OF EDUCATION OF BIRCH RUN AREA SCHOOLS
AND
THE BIRCH RUN EDUCATION ASSOCIATION

Birch Run Bd. of Ed.



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PROPOSED EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this day of May, 1966 by and between the Board of Education of Birch Run Area Schools, hereinafter called the "Board", and the Birch Run Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Birch Run Area Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counsellors, librarians, visiting teachers, advising or critic teachers, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance to the Board and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, individual teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association). Such sum shall be deducted as dues from the regular salaries of member teachers and remitted after the first four pays to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II-A
Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings during times when the building is covered by the operating staff. Room clearance shall be made with the principal involved.

The Association shall have use of all equipment at such times and under such procedures as are approved by the principal or superintendent. The Association agrees to reimburse the Board for any damage to equipment entrusted to its use and care.

All reasonable requests for use of office, lounge, and workroom bulletin boards shall be granted to the Association.

School mail service shall be granted to the Association.

The Association agrees to pay at school cost for all materials used for its purposes.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, final 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 or complaint.

E. Full rights as a private citizen shall be guaranteed, except that actions in public which are determined to be detrimental to the school district and the children thereof shall not be within the teacher rights.

ARTICLE II-B
Board Rights

A. The Board, on its own and electors of the school district behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees.
2. To employ personnel subject to the provisions of the law, to determine their qualifications and conditions for continued employment or their discharge or demotion, and to promote, and transfer such employees.
3. To establish grades and courses of instruction, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, the selection of textbooks, and other teaching materials, and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction, the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III
Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours. For specified extra work the teacher shall be entitled to additional compensation as set forth in Schedule B. Nothing in this section shall be construed as requiring extra compensation for normal teaching duties, including attendance at teachers meeting and Open House observances.

C. Teachers shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after classes end in June.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

E. A teacher engaged during the school day in negotiating a grievance in behalf of the Association with the Board or committee thereof, shall be released from regular duties without loss of salary.

F. A school calendar for the following school year shall be submitted by the Association to the Board for its consideration.

ARTICLE IV
Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the junior high school will be 25 teaching periods and 5 supervised study or activity periods and 5 unassigned preparation periods. The normal weekly teaching load in the elementary school will be 30 teaching hours.

B. The Board subscribes to the principle of duty free lunch periods and will support state legislation in this area when passed. Building principals will be instructed by the Board to provide such periods during the 1966-67 school year where economically feasible.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

D. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

E. Teaching loads shall be equalized so that no high school teacher shall be required to have more than 3 academic preparations. In the event that a teacher agrees to more than 3 preparations, he shall be compensated in addition to his base salary at the rate of \$225.00 per such preparation. Unusual class assignments at other grade levels may be compensated for according to Board Policy.

F. K-6 teachers will be provided a fifteen minute relief or recess time per day whenever practical.

ARTICLE V
Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. The Board agrees to provide, wherever practicable, typing and duplicating facilities for teachers wishing to use them. Audio-visual services will be expanded where possible.

D. Substitute teachers shall be hired whenever possible to take classes of an absent teacher. If a substitute is not available, a teacher may be required to fill in not more than 2 class periods per week per teacher.

Whenever a teacher is used to fill in for an absent teacher, he shall be compensated in addition to his regular salary at the rate of 1/5 of the regular daily substitute pay. In no case shall this amount be less than \$4.00 per period.

E. The Board shall make available in each school where possible adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Smoking shall be permitted in prescribed areas in each building.

H. No religious or political activity of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

J. The Board subscribes to the principle that continued curriculum study is beneficial and necessary. Opportunity for the faculty to engage in such studies with the administration will be provided by the Board. An initial organizational meeting for this purpose shall be called by the Administration in September of 1966.

K. The elementary and junior high shall receive the same number of half days off as the high school for student evaluation and record keeping.

ARTICLE VI
Vacancies and Promotions

A. Teachers who wish to be considered for changes of assignment, promotions or vacancies which may occur in the district shall notify the superintendent and principal in writing. Such requests shall be kept on file so that when vacancies occur the teacher may receive consideration.

B. The Board recognizes the principle of promotion from within the school system and will consider any qualified and interested applicant.

C. Any vacancy occurring before the end of the school year shall be made known to the faculty.

ARTICLE VII
Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE VIII
Leave Pay

A. All teachers absent from duty on account of personal illness or any other approved reason who have been in the employ of the Board shall be allowed full pay for no less than ten days of absence in any school year.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave.

C. Each teacher shall be entitled to an accumulation up to 60 days for the unused portion of each year's leave which shall be available in future years, retroactive as of 1963-1964.

ARTICLE IX
Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for a critical illness in the immediate family. The Board has the right to verify such illness by contacting the physician or hospital.
- (2) One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
- (4) One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
- (5) Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours.
- (6) Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for a death in the immediate family upon approval of a Board representative.
- (2) Absence when a teacher is called for jury service. (Pay computed minus jury compensation.) In all cases under this subsection the teacher must request excuse from such duty and have such request denied.
- (3) Court appearance as a witness in any case connected with the teacher's employment in the school or whenever teacher is subpoenaed to attend any proceeding.
- (4) Approved visitation at other schools or for attending educational conferences or conventions.
- (5) Time necessary to take the selective service physical examination.

D. Leaves of absence without pay may be granted upon application for the following purposes:

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.

- (3) Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed in all items under Section D.

E. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester.

F. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted a sabbatical leave for one year. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of this Agreement.

G. Teachers who are officers of the Michigan Education Association should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association provided replacement for the teacher is available. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

I. Leaves for other than personal illness are not provided for casual and indiscriminate use. A quality of urgency or emergency must be involved in requests for leave. Normally, a leave application shall be processed before the leave occurs, but in all cases notification of intent to be absent shall be given at the earliest possible time.

J. For purposes of definition under all leave sections, the immediate family shall include: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law or grandparent.

ARTICLE X Terminal Leave

In appreciation for services to the school district, a leave payment consisting of one-half the value of the unused accumulated leave shall be made upon termination of services to the district. Provided: the teacher involved shall have been employed in the school district for three years. Provided further: said payment will be made at current substitute daily rate at time of leaving.

ARTICLE XI
Insurance Protection

A. The Board will provide, without cost to the teacher, under a Hired car or non-ownership clause in its Fleet Insurance Policy, Bodily Injury insurance for a total of \$100/300,000 and Property Damage insurance for a total of \$25,000. This will cover teachers either in their own cars or school owned cars while on school business.

B. The Board will carry Workmen's Compensation Insurance on all teachers and shall provide additional compensation as provided in Article VIII, Section B.

C. Teachers shall be covered under a Comprehensive Liability policy and will be defended in case of suit and if a judgment is rendered, will be covered up to \$100/300,000.

D. Insurance will be provided by the Board, that covers loss to personal property of a teacher for fire, extended coverage, and vandalism while on school property not to exceed \$500. This does not include loss of money.

E. No provisions of this section shall prevail where it is established that gross negligence, neglect of duty, or assault and battery on the teacher's part is involved. Obligations under this section shall extend only to that portion of any such loss not covered by insurance taken out by the teacher and shall be payable only after the teacher has first exhausted all possibility of collecting for such loss under his own insurance, if any.

ARTICLE XII
Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review.

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

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XIII
Protection of Teachers

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the class room.

The Board acknowledges that exceptional children require special education by specifically certified teachers. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XIV
Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of concern in common to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other when mutually agreeable. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

E. The Association and/or its members shall not engage in nor encourage concerted action of any type against the school district which would be in violation of this contract or in violation of the laws or statutes of the State of Michigan.

ARTICLE XV
Grievance Procedures

A. Definitions

1. A "grievance" shall mean a claim by a teacher, or a group of teachers based upon an event, condition or circumstance under which a teacher works, allegedly caused by a violation, misinterpretation, or inequitable application of any provision of this agreement.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

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

4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal: individually, together with his Association Representative or through the Association Representative.

2. Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five days after presentation of the grievance, he may file the grievance in writing with the Association's PR&R Committee. The Association Representative will assist in writing the grievance.
- (b) Within five days of receipt of the grievance the PR&R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association support. Within ten days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR&R Committee, to the Board of Education's Review Committee. This

committee shall be composed solely of members of the Board of Education. Within ten days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR&R Committee chairman and the Association's Negotiation Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten day period, the grievance shall immediately be transmitted to the State Labor Mediation Board.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, 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 processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR&B Committee, the grievance affects a group of teachers, the PR&R Committee may process the Grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One will be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest of any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the PR&R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
7. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE XVI
Miscellaneous Provisions

A. The Board agrees to maintain an adequate list of substitute teachers when possible. Teachers shall be informed of a telephone number they may call before 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession which is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII
Duration of Agreement

This Agreement shall be effective as of September 1, 1966 and shall continue in effect for one (1) year until the 1st day of September, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

BIRCH RUN EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary

Schedule A
SALARY SCHEDULE

For 1966--67

\$5500 Base

4% Index

<u>A.B. Degree</u>			<u>M.A. Degree</u>		
<u>Step</u>	<u>Index</u>	<u>Salary</u>	<u>Step</u>	<u>Index</u>	<u>Salary</u>
0	1.00	\$ 5500	0	1.10	\$ 6050
1	1.03	5665	1	1.13	6215
2	1.08	5940	2	1.18	6490
3	1.12	6160	3	1.22	6710
4	1.16	6380	4	1.26	6930
5	1.20	6600	5	1.30	7150
6	1.24	6820	6	1.34	7370
7	1.28	7040	7	1.38	7590
8	1.32	7260	8	1.42	7810
9	1.36	7480	9	1.46	8030
10	1.42	7810	10	1.52	8360

This schedule shall include three longevity payments of \$200 each to be made at 15 - 20 - 25 years on the A.B. schedule, and three longevity payments of \$220 each at 15 - 20 - 25 years on the M.A. schedule. These to be in addition to the steps on the above schedule.

No Non-degree teacher shall be employed for more than \$5450 per year.

Schedule A (Continued)

II. Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1 following completion of required academic or professional courses.

III. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five years of experience but no credit shall be given for a fractional part of a year. Teachers shall be advanced one step on the salary schedule for between one and three years of active military service and two steps for active military service in excess of three years.

IV. A schedule of extra pay for extra duties shall be available at contract time. Any additions to such schedule shall also be made available upon adoption.

Charles Wm. Martin

11456 Haven St.

Clio, Mich.