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A G R E E M E N T
 between
 BIRCH RUN AREA SCHOOLS
 BOARD OF EDUCATION
 and
 BIRCH RUN EDUCATION ASSOCIATION

Michigan State University
 LABOR AND INDUSTRIAL
 RELATIONS LIBRARY

Birch Run Area Schools

Birch Run Area Schools
 Birch Run, Michigan

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 Schools
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 Birch Run, Mich.
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MASTER CONTRACT AGREEMENT

This Agreement entered into this 30th day of August, 1973 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 morals 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 counselors, 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 negotiation 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 the agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. 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

PROFESSIONAL DUES, CREDIT UNION AND ANNUITY PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association which sum shall be the amount established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one twentieth (1/20) of such dues from twenty regular salary checks of the teacher, beginning with the first check in September. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within ninety (90) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Local, State and National Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the above paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the above paragraph, the Board may cause the termination of employment of such teacher at the conclusion of the school year. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said

Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

C. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

E. Save Harmless Clause

1. The Association agrees to assume legal defense of any suit or action brought against the Board regarding this section of the collective bargaining agreement.

2. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

b. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the defense which may be assessed against the Board by any court or tribunal.

c. The Association shall have the right to compromise or settle any claim made against the Board under this section.

F. Teachers may sign and deliver to the Board an authorization for deduction of money to be forwarded to the Saginaw County Employees Credit Union. The deduction shall be made from each regular pay check and the Board agrees to remit to the Saginaw County Employees Credit Union all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

G. Teachers may sign and deliver to the Board an authorization for deduction of money to participate in a tax sheltered annuity as

outlined in the U. S. Internal Revenue Code for public school teachers. Participation will be limited to the M.E.S.S.A. Any other company must have a minimum of eight (8) teachers signed in order to become an actively participating company.

H. A record of accumulated sick leave days shall be reported to each teacher by the second paycheck after the beginning of each school year.

ARTICLE III

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 Michigan Employment Relations Commission, or a mediator from such public agency.

C. 1. 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.

2. 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.

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

4. School mail service including the daily lunch delivery truck shall be made available to the Association.

5. The Association agrees to pay the 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 teachers rights.

ARTICLE IV
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 make final decision on 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 nonteaching 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, regulations, rules 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 V

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the senior and junior high schools will be 25 teaching periods and 5 unassigned preparation periods or the equivalent. The normal weekly teaching load in the elementary school will be 30 teaching hours.
- B. The Board will provide all teachers a minimum of thirty-five (35) minutes of uninterrupted duty free lunch periods and will provide non-teaching monitors in school cafeterias to relieve teachers of lunch hour duties.
- 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, other than newly-appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, as soon as practicable and under normal circumstances not later than June 1. To the extent possible, changes in grade assignment in the elementary schools and in subject

assignment in the secondary schools will be voluntary. A teacher who is involuntarily reassigned shall, upon request, be released from any previous contractual or tenure obligation.

E. Teaching loads shall be equalized so that no high school or junior high school teacher shall be required to have more than three (3) academic preparations. In the event that a teacher agrees to more than three (3) preparations, he shall be compensated in addition to his base salary at the rate of \$500.00 per such preparation. Unusual class assignments at other grade levels may be compensated for according to Board Policy.

F. Teachers in grades 1 through 6 will be provided two (2) fifteen (15) minute duty-free recess periods per day, except during adverse weather conditions.

ARTICLE VI

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 to meet the following standards:

1. Elementary	Optimum	Maximum
Kindergarten	20	30
First - Sixth	25	30

2.	Intermediate		
	All classes	25	30
3.	Secondary		
	English	20	25
	Music	23	30
	Mathematics		
	Algebra	20	25
	Advanced Math	15	20
	Geometry	20	25
	Business Math	25	30
	Trigonometry	15	20
	Social Studies		
	American History (Specialized Classes Smaller)	50	50
	Geography	25	30
	Government & Economics	25	32
	World History	25	30
	Contemporary History	25	30
	Science		
	Biology	25	30
	Chemistry	24	24
	Physics	24	24
	General Science	25	30
	Speech	15	20
	Art	25	32
	Foreign Language	20	25
	Business		
	Typing	40	50
	Business Machines & Practices	36	36
	Shorthand	35	40
	Bookkeeping	25	35
	Industrial Arts		
	Wood Shop	20	28
	Mechanical Drawing	25	30
	Architectural Drawing	25	30

Homemaking	20	25
Physical Education	25	40
Counseling	250	500

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. The Board also agrees that all teachers will be notified when and if their requisitions have been approved and ordered, providing that the teacher has requested this information in writing and that the teacher provides the school with a summer mailing address.

C. The Board agrees to provide typing and duplicating facilities for teachers wishing to use them. Audio-visual services will be expanded where possible. Teachers will not be required to balance CA-10's.

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 two (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 \$7.00 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.

F. The classroom teacher shall determine whether a student passes or fails a semester. In cases where the welfare of an elementary child is affected by promotion, or lack thereof, promotion or retention shall be the joint responsibility of teacher and principal.

G. No religious or political activity of any teacher carried on outside the confines of the school, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

H. 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.

I. 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.

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

ARTICLE VII

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 teacher.
- C. 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.
- D. No provisions of this Article, paragraph A, B and C, 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.
- E. Long Term Disability:
1. The Board shall provide Long Term Disability insurance that includes benefits payable, after one month of disability, at 60% of the annual contractual salary, spread over twelve (12) months, with a monthly payment limit of 75% (no direct offsets) of the annual contractual salary divided by twelve (12) months. Benefits shall be payable to age 65 or until termination of disability, whichever occurs first.

a. Waiting Period:

1) If disability begins during the time that school is in session, the teacher shall receive from the Board full pay for all scheduled teacher work days during the one (1) month waiting period provided that the teacher has accumulated a sufficient number of sick and emergency leave days for such period.

2) If disability begins during the summer months when school is not in session, the waiting period will begin on the date of the teacher's first scheduled reporting day, and will continue, relative to payment of sick leave benefits for teacher work days (at full pay), during a one (1) month waiting period. The disabled teacher, or the Association, shall be responsible for notifying appropriate Administrative and Insurance personnel if a disability occurs or a waiting period ends during the months that school is not in session.

b. In the event that the employee is not eligible for additional income (such as Social Security or Workmen's Compensation as defined in the insurance contract), the difference between the 60 and 75% of the teacher's salary based on an average of twenty-one (21) work days per month and the annual contractual salary divided by twelve (12) months, will be paid by the Board. One (1) days sick leave will be subtracted for each day of absence, until the employee's accumulated sick leave has been exhausted.

ARTICLE VIII

MEDICAL INSURANCE PROTECTION

The Board agrees to furnish all teachers the following insurance protection:

A. The Board shall provide the total cost of a Blue Cross - Blue Shield or M.E.A. Super Med (excluding Optional Benefits) insurance program. For those teachers who do not elect (or who are not eligible for such coverage) one of these programs, a program of Optional Benefit under the M.E.A. Family Dental Care policy will be provided in an amount not exceeding the cost of the "self only" portion of the Super Med Benefits. Optional Benefits covered shall be limited to the Family Dental Care program.

B. The Board will compute insurance premiums needed to provide insurance coverage for each employee from October 1 to September 30 and deduct from each employee's first twenty (20) paychecks the amount in excess of money provided in Item A above (if any) needed to provide coverage elected by the employees.

ARTICLE IX

LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article XI 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. Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. A maximum of five (5) days 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, fringe benefits, or accumulation of sick leave or seniority as recommended in writing by the teacher's physician; providing such notification is received at least thirty (30) days in advance of the beginning date of such leave. A maternity leave will be approved for periods up to twelve (12) months and upon written request the Board may approve an extension of such leave for an additional twelve (12) months. A teacher on maternity leave may return to duty only at the start of the school year, unless a vacancy for which she is qualified occurs during the school year or at a returning time previously agreed upon between said teacher and Board.

F. Sabbatical Leave:

1. 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, at one-half their regular pay, provided that, at no time shall more than 2% of the faculty be on such leave.
2. A teacher, upon return from sabbatical leave, shall be

restored to his former position or to a position of like nature, seniority and status. He must teach in the system for at least three (3) years upon his return or pay to the school board a fractional part of the pay he received while on sabbatical leave, according to the number of years of service after the leave. 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 in the M.E.A. 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 leave 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.

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, grandparent, and grandchild.

K. A total of twenty (20) days per year may be purchased by the Association for official business purposes, at the rate of the daily

substitute teacher. Such days may not be used for any activities restricted in Article XIV-A at Birch Run or any other school district. The Board must be notified at least five (5) days in advance if five (5) teachers are released; four (4) days for four (4) teachers; three (3) days for three (3) teachers; two (2) days for two (2) teachers; however, not more than five (5) teachers will be released at one time and not less than two (2) days notice will be acceptable.

ARTICLE X

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 avoided.

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 XI

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 twelve (12) days of absence in any school year.

B. Each teacher shall be entitled to an accumulation up to seventy-two (72) days for the unused portion of each year's leave which shall be available in future years, retroactive as of 1963-64.

C. The Board reserves the right to verify the legitimacy of any and all compensated teacher absences.

D. Each teacher shall have the right to loan sick leave days to a loan bank. Only those teachers who have become "members" of the loan bank may receive benefits from the bank. Teachers wishing to become members of the bank must present authorization for loan day(s) to be placed in the bank. All members of the bank must participate equally except for those requiring use of the leave bank. Additional loan days may be authorized at periods during the school year; however, new members will not be added after October 15. Procedures for using days in the loan bank will be worked out between the Superintendent and the B.R.E.A. President. Bank days are cumulative; however, the cumulative total shall not exceed the number of participants. If a member of the bank requires use of the bank days, he must return one (1) day to the bank when he has days available to him in order to remain a member in good standing. Newly employed teachers will be given the opportunity to join the sick leave bank at any time up to thirty (30) days following their date of hire with the school district.

ARTICLE XII

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 a teacher's retirement from the system under provisions of the State Retirement Act. Provided, the teacher involved shall have been employed in the school district for three years. Provided further, said payment will be made at the teacher's current salary.

ARTICLE XIII

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. The applicant will be notified of any action taken by the Board.
- C. Notification of any vacancy shall be made known to the Association.

ARTICLE XIV

GRIEVANCE PROCEDURE

- 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 a problem.
 5. The term "days" shall mean calendar days, except for Saturdays, Sunday and holiday periods.

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.

A grievance must be processed within thirty (30) days from the date of the alleged occurrence or within thirty (30) days from the date the teacher first knowledge of the alleged violation except that 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. In all cases the grievant must be identified by name.

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 (5) days after presentation of the grievance, he may within five (5) days file the grievance in writing with the Association's PR&R Committee. The Association Representative will assist in writing the grievance.

b. Within five (5) 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, within ten (10) days, 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 (10) 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 (10) days from date of receipt of grievance by the Superintendent, he may, within ten (10) days, 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 (10) 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 (10) days.

4. Level Four

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) days after he has first met with the Board Committee, he may, within five (5) days after a decision by the Board or fifteen (15) days after he has first met with the Board Committee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his grievance to arbitration. If the PR&R Committee determine that the grievance is meritorious and that it alleges a violation of a specific article or section of this Agreement and

that submitting it to arbitration is in the best interests of the Birch Run School System, it may by written notice to the Board submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person. Grievances which do not allege a violation of a specific article and section of this Agreement may be processed through Level Three, but will not be arbitrable.

b. Within ten (10) days after such written notice of submission to arbitration, the Board Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected will confer with representatives of the Board and the PR&R Committees and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning

and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.

d. The arbitrator shall have no power to alter, modify or add to or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated. The decision of the arbitrator, if within the scope of this authority as set forth above, shall be final and binding.

e. The cost for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

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&R 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 XIV - A

NO STRIKE

The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association therefore agrees that if officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any member take part in any strike, slow-down, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for severe penalty to be decided by a joint committee consisting of three (3) members of the Board of Education and three (3) members of the Executive Board of the Association. A second violation may be cause for immediate dismissal.

ARTICLE XV

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement.
- B. All teachers newly employed shall be given credit on the Salary Schedule set forth in Schedule B for five (5) years of outside teaching experience in any school district in the State of Michigan and other

teaching experience for which credit is allowed; provided, that the Board may grant credit for additional years of experience in special cases. In no case shall the additional grant exceed actual experience.

C. The holder of a State Elementary or Secondary 30-hour Continuing Certificate shall be placed on Master's Salary Schedule.

D. The Board agrees that upon completion of the Education Specialist degree by any member of the Birch Run Area Schools Faculty, it will immediately negotiate with the Birch Run Education Association a salary schedule for the position.

E. After a degree teacher has served in the school district for fifteen (15) years or has acquired this status due to reorganization or annexation, he will receive a longevity payment. Thereafter for each additional five (5) years of service he will receive an additional longevity payment. All longevity payments will be five (5%) per cent of the base salary on the bachelor degree scale and the total number of such longevity increments shall be four (4).

F. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the normal weekly teaching load, teachers will be compensated at the rate of 1/6 of the basic scheduled salary. Assignments shall be made on voluntary basis.

G. A teacher's hourly rate is to be determined by dividing his basic salary for the year by the number 1,480.

H. Teachers involved in extra duty assignments set forth in Schedules B-1 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article

and the annexed schedules without deviation.

I. Records of additional compensations paid in addition to Schedule B shall be forwarded to the Birch Run Education Association for filing.

J. 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.

ARTICLE XVI

SCHOOL CALENDAR

A. Teachers shall not be required to report more than two (2) days prior to the beginning of classes in September or to remain more than two (2) days after classes end in June.

B. The following legal holidays shall be observed and all schools closed: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

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

ARTICLE XVII

SPECIAL TEACHING ASSIGNMENTS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. One a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year.

ARTICLE XVIII

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 personal 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 of any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- E. It is the policy of the Board that all non-tenure teachers will be formally evaluated at least once each semester.

ARTICLE XIX

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 classroom.
- B. 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.
- C. Any case of assault upon a teacher shall be promptly reported in writing, to the Board of 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.
- D. 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. This assistance must be applied for by the teacher and such assistance shall be given after the teacher's own Liability Insurance assistance has been exhausted.
- E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- G. 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 neglect of duty for any damage or loss to person or property.

ARTICLE XX

NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At a reasonable time, not less than four (4) months prior to the expiration of this Agreement, upon the request of either party negotiations will be undertaken for a successor Agreement.

C. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission 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 XXI

MISCELLANEOUS PROVISIONS

A. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil, unless requested by such individual.

B. 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.

C. 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.

D. Copies of this Agreement shall be printed by the Board and presented to all teachers now employed or hereafter employed by the Board, with fifty-two (52) copies furnished to the Association. Additional copies may be obtained at a cost of Two (\$2.00) Dollars per copy.

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found con-

trary 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 XXII

DURATION

This Agreement shall be effective as of August 30, 1973 and shall continue in full force and effect until 11:59 P.M., August 15, 1975.

BOARD OF EDUCATION

BY _____
Its President

BY _____
Its Secretary

BIRCH RUN EDUCATION ASSOCIATION

BY _____
Its President

BY _____
Its Secretary

SCHEDULE A
SCHOOL CALENDAR
1973-1974

August 30-31	Teacher Workdays
September 24-28	
October 1-5	
October 8-12	
October 15-19	
October 22-26	
October 29-November 2	
November 5-9	
November 12-16	
November 19-23	No School November 22,23 (Thanksgiving)
November 26-30	
December 3-7	
December 10-14	
December 17-21	
December 24-28	No School December 24 - January 1
December 31-4	School Re-opens January 2
January 7-11	
January 14-18	
January 21-25	
January 28-February 1	
February 4-8	Semester Exam Week - (February 9 Teacher Workday)
February 11-15	
February 18-22	
February 25 - March 1	
March 4-8	
March 11-15	
March 18-22	
March 25-29	
April 1-5	
April 8-12	No School April 12, Spring Vacation
April 15-19	School Re-opens, April 18
April 22-26	
April 29 - May 3	
May 6-10	
May 13-17	
May 20-24	
May 27-31	No School May 27, Memorial Day
June 3-7	
June 10-14	
June 17-21	Exam Week, No classes June 21. Teacher Workdays June 21 and June 22.

SCHEDULE B

SALARY SCHEDULES 1973-1974 & 1974-1975

Step	73-74	BA	74-75	73-74	MA	74-75
0	8,350		8,750	9,275		9,719
1	8,750		9,169	9,625		10,086
2	9,150		9,588	9,925		10,400
3	9,600		10,060	10,375		10,872
4	10,100		10,584	10,875		11,396
5	10,500		11,003	11,275		11,815
6	10,900		11,422	11,675		12,234
7	11,350		11,894	12,175		12,758
8	11,800		12,365	12,575		13,177
9	12,200		12,784	13,025		13,649
10	12,600		13,204	13,425		14,068
11	13,000		13,623	13,825		14,487
12	13,417.50		14,060.50	14,242.50		14,924.50
13	13,835.00		14,498.00	14,660.00		15,362.00
14	14,252.00		14,935.50	15,077.50		15,799.50
15	14,670.00		15,373.00	15,495.00		16,237.00

Steps 12-13-14-15 occur in the 16th, 21st, 26th and 31st year of service in the district.

SCHEDULE B-1

Additional Compensation for Extra Duties

	% of Base
Safety Patrol/Service Squad	2.2
Senior High Cheerleading	2.2
Junior High Cheerleading	1.1
Club Sponsorship	2.0
Dramatics - per play	3.5
Forensics	1.5
Debate	1.5
Special Education	7.0
Senior Class Advisor	2.0
Junior Class Advisor	2.0
Chaperoning - per activity	.11
Noon Recreation	8.0
Band Director	6.0
Head Teacher	5.0
Vocal Music	6.0
Football - Head	10.0
Assistant	6.0
Basketball - Head	10.0
J.V.	6.0
Freshman	5.0
8th Grade	4.0
7th Grade	4.0
Cross Country	6.0
Baseball - Varsity	9.0
J.V.	5.0
Wrestling-Head	10.0
J.V.	6.0
Track - Head	9.0
Assistant	5.0
Junior High	2.5

SCHEDULE C
PROFESSIONAL GRIEVANCE REPORT

School District _____ Grievance Number _____

School _____ Date of Violations _____

Date of Grievances _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

Date _____

Signature of Grievant (use reverse side for additional signature if more than one grievant)

Principal's Disposition:

Date _____

Signature of Principal

Association's Disposition: Satisfactory _____ Unsatisfactory _____

Date _____

Superintendent's Disposition:

Date _____

Signature of Superintendent

Association's Disposition Satisfactory _____ Unsatisfactory _____

Date _____