

8/15/92

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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

1990-1992

Birch Run Area Schools

Birch Run, Michigan

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Birch Run Area Schools

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AGREEMENT

This Agreement entered into this _____ day of _____ 1990, 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 education 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, homebound teachers, school psychologists, school social worker, employed or to be employed by the Board (whether or not assigned to a public school building). 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 teachers' 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 through the grievance procedure 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 Schools 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 applies for membership, may sign and deliver to the Board a statement

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 July 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such dues from twenty (20) regular salary checks of the teacher, beginning with the first check. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payment by the following June.

B. 1. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a Service Fee to the Association in an amount determined by the Association in accordance with its Policy Regarding Objections to Political-Ideological Expenditures and the Administrative Procedures adopted pursuant to that policy, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A.

2. In the event a teacher does not pay the Service Fee directly to the Association or authorize payment through payroll deduction as herein provided, the Board shall, upon the request of the Association, deduct the Service Fee from the wages of the teacher in the same manner as provided elsewhere pursuant to MCLA 408.477.

C. The procedure in all cases of action taken in connection with violation of this Article shall be as set forth in Appendix C of this Agreement, and only upon action initiated by the Birch Run Education Association through its representative the Michigan Education Association.

Should such involuntary payroll deduction become legally disallowed, the following Paragraph B. 2. and C. shall replace the preceeding B. 2 and C.

B. 2. 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 paragraphs, the Board shall 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 shall 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 one of the following area Credit Unions:

- Dort Federal Credit Union
- Frankenmuth Credit Union
- Saginaw County Employees Credit Union
- Education Employees Credit Union

The deduction shall be made from each regular pay check and the Board agrees to remit to the designated 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 and personal 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 participating 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. Inter-school mail service 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. The teachers shall be entitled to full rights of citizenship and no lawful religious or political activities of any teacher

or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board so long as this behavior does not jeopardize the education process. This provision is not intended to license the use of classroom teaching time for the advocacy to students of personal views on local school district issues.

F. Reduction in Personnel

1. It is hereby recognized that it is within the sole discretion of the Board of Education to reduce the education program, curriculum, and staff.
2. In the event of a reduction of personnel, the Board shall determine the positions to be preserved in the following areas:
 - a. Young 5's - 6 Grades
 - b. 7-8 Grades
 - c. 9-12 Grades
3. Teachers shall be assigned to the positions in Young 5's - 6 based upon certification and seniority.
4. Teachers shall be assigned to the positions in 7-8 based upon majors, minors and seniority.
5. Teachers shall be assigned to the positions in 9-12 based upon certification, majors, minors and seniority.
6. Seniority shall be defined as all consecutive years of teaching experience with the Birch Run Area School District and no deductions shall be made for any reason.
7. Teachers who are laid off shall be recalled to vacant

positions that must be filled as determined by the Board in the inverse order of their layoff prior to the appointment of new personnel providing they possess the necessary qualifications as provided in the foregoing paragraphs. Teachers who are laid off and acquire new certification may only use their seniority for new openings and may not bump another teacher.

8. In the event of layoff, the Board will maintain a complete list of available laid-off teachers.

9. In the event it becomes necessary as a result of a layoff or recall or other reason whereby a determination of a teacher's placement on the seniority list is imperative, two (2) representatives of the Association and two (2) representatives of the Board shall supervise a drawing.

10. All teachers so affected will be notified in writing of the date, place and time of the drawing and will personally draw a slip.

11. The slips shall contain each person's name, and be drawn from a hat or other similar container, and placement on the seniority list shall be based upon the first name drawn having the greatest seniority.

12. If, in the event a teacher(s) affected does not attend the drawing, a representative of the Association shall draw for the teacher(s).

13. After each such drawing, a new seniority list shall be developed by the Board and a copy shall be presented to the Association.

14. Teachers who teach in the Birch Run School District for a full semester and who later are given a full-time contract will be given a ninety (90) day earlier hiring date, a one (1) year earlier hiring date for two (2) full semesters insofar as seniority is concerned only. This policy will be followed for any teacher affected after September, 1978. The above policy does not affect their salary step, and is not intended to affect any legal rights which the teacher might have.

15. Administrators who were allowed to teach at least half-time will be allowed one year of seniority for each two years of half-time teaching.

16. Seniority does not determine placement on salary schedule.

17. The current seniority list reflects the official seniority date of each teacher.

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 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. During the 1990-91 school year, the normal weekly teaching load in grades 9-12 will be twenty-five (25) teaching periods

and five (5) unassigned preparation periods or the equivalent. In grades 6-8, the total conference-preparation time per week shall be 260 minutes. In grades 6-8, the total student contact time shall be 1375 minutes per week. The normal weekly teaching load in the elementary school shall be twenty-five (25) teaching hours.

A committee consisting of equal representation from the Association and the Board of Education or its designees, will be established during the 1990-91 school year to address the following areas: A seven-period day at the High School, as well as an extended school day or year for grades K-12. The intent of this committee is to develop a plan for possible implementation of any or all of the above in the 1991-92 school year.

It is understood that should the committee agree to any of the above changes other provisions of the contract shall be addressed.

It is likewise understood that the work day shall remain the same length as it was in the 1989-90 school year for the duration of the 1990-92 contract.

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 school 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 1st. 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 teacher in grades 7 through 12 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 five hundred fifty (\$550.00) dollars 1990-91, six hundred (\$600.00) dollars 1991-92, per such preparation. Unusual class assignments at other grade levels may be compensated for according to Board Policy.

F. Teachers in grades 1 through 5 will be provided two (2) fifteen (15) minute duty-free recess periods per day, except during adverse weather conditions.

G. Each kindergarten teacher shall be entitled to one (1) fifteen (15) minute bathroom break in the A.M. and one (1) fifteen (15) minute bathroom break in the P.M. providing that in cases where the students are released early such bathroom break times shall be reduced proportionately.

H. Any teacher working over his weekly thirty-five (35) hours contractual time because of the Hartley Outdoor Education Center will be given compensatory time. Only one teacher will be allowed off per day for compensatory time, unless otherwise approved by the Building Principal.

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 education program, the parties agree to the following:

In grades K-3, if a teacher has more than thirty (30) students in a class, that teacher will be reimbursed at the rate of \$2.50 per student above 30 per day.

In grades 4-6, if a teacher has more than thirty-one (31) students in a class, that teacher will be reimbursed at the rate of \$2.50 per student above 31 per day.

In grades 7-12 (except Band, Choir, Study Hall) and P.E. in grades 9-12, if a teacher has more than one hundred fifty-five (155) students per five (5) period day, that teacher will be reimbursed at the rate of \$2.50 per student above 155 contacts

per day. If one teacher is assigned to teach Typing I or Typing II for five (5) sections, the reimbursement will be based on one hundred seventy-five (175) students.

The foregoing class size limits for payment will be determined as of the Fourth Friday unless students are added thereafter. Other forms of compensation may be agreed upon by the Superintendent and the Association. Pay will be based on membership days of enrolled membership. Payment will be made during the second pay in June. In lieu of the above payments, a teacher in grades K-6 may choose, following the Fourth Friday count, to have an aide assigned in accordance with the following criteria:

- a. A three (3) hour classroom aide in grades K-3 for classes from 31-33 and in grades 4-6 for classes from 32-34.
- b. A full-time classroom aide in grades K-3 for all classes 34 and above and in grades 4-6 for classes 35 and above.

In the event there are more students assigned than working stations in a teacher's classroom, the Superintendent and Association will meet and resolve the problem to their mutual satisfaction.

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 school 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 maintain CA-10's. Teachers in grades Young 5's - third grade will be required to complete all information for CA-39's except for the following:

- Number of Children in Family
- Student Address
- Phone Number
- Days Present
- Days Absent
- Times Tardy
- Hearing Tests Results
- Vision Test Results

Teachers will not be required to score standard achievement tests.

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 requested to fill in, but may not be required to substitute. Whenever a teacher fills in for an absent teacher, he shall be compensated in addition to his regular salary as noted on the B-1 schedule.

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 accordance with Public Act 232. 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 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, middle school 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 \$1,000,000 and Property Damage Insurance for a total of \$1,000,000. This will cover teachers either in their own cars or school-owned cars while on school business. It is understood that the above coverage is in effect after the teacher's own insurance coverage is utilized. This provision is in conformance with the No-Fault Insurance Laws of the State of Michigan.
- B. The Board will carry Worker's Compensation Insurance on all teachers.
- 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, Paragraphs 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.

ARTICLE VIII

INSURANCE

A. The Board agrees to furnish all teachers teaching four-fifths (4/5) or more the following insurance protection. Those teaching less than 4/5 shall pay the pro-rata proportion of a full-time employee (i.e., a 3/5-time employee will pay 2/5 the cost of the insurance premium and the Board 3/5). Current insurance coverage of the 1989-90 school year except for LTD which is thirty (30) calendar days - Straight Wait.

MESSA PACK 3

PLAN A -- FOR EMPLOYEES NEEDING HEALTH INSURANCE

SUPER CARE RIDER MED I

Long-Term Disability	66-2/3% \$2,500 Maximum 30 calendar days - Straight Wait Social Security freeze Alcoholism/drug addiction - two (2) years Mental/nervous - same as any other illness
Delta Dental	80/80/80; \$1,300
Negotiated Life	\$30,000 (A D & D)
Vision	VSP-2

PLAN B -- FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

Delta Dental	50/50/80; \$1,300
Vision	VSP-3
Negotiated Life	\$40,000 (A D & D)
Long-Term Disability	66-2/3% - same as above
Dependent Life	\$2,000 spouse \$1,000 children
TSA or Bond	\$100 TSA or purchase of a \$100 bond per month

- B. The Board will pay a maximum deductible of \$100 per family for Plan A recipients per year. Reimbursement schedule will be established to pay deductible amounts three (3) times per year.
- C. The Board will compute insurance premiums needed to provide insurance coverage for each employee from October 1st to September 30th and deduct from each employee's first twenty (20) paychecks the amount in excess of money provided in Paragraph A. above (if any) needed to provide coverage elected by the employee.
- D. The Board shall not be required to cover "Sponsored Dependents" who did not receive coverage during the 1974-75 school year.

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 (5) days per school year, per occurrence, 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 (10 day, per occurrence, 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 the staff

member for such portion of the day as is necessary.

4. One (1) day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.

5. Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance.

C. Personal Leave Days

At the beginning of each school year, each teacher shall be credited with two (2) days to be used for personal business. A personal business day may be used for any purpose at the discretion of the teacher. A bargaining unit member planning to use a personal business leave day or days shall notify his/her principal/supervisor at least two (2) days in advance, except in case of emergency. Personal business days shall not be taken immediately prior to or immediately following any holiday or vacation period. Priority for eligibility for personal business days shall be based on the date the application is received in the building principal's office. No more than three (3) persons per building may use personal business days at the same time. If more than three (3) teachers from a building make application for a personal business day, a drawing shall be conducted by the building administrator and the building representative of the BREA. All teachers whose application for a personal day, made on the same day, that would cause the number of applications for a given day to exceed three (3), will participate in a drawing to determine which applications will be granted. Requests for a personal

day(s) will be accepted no earlier than 30 calendar days prior to the day(s) requested. In the event this day falls on a weekend or vacation period, it will be the last scheduled day of school preceding the vacation period or weekend. One unused personal business day per year may be carried over and accumulated.

The Employer recognizes that it is its obligation to provide appropriate substitutes to facilitate this section if required notice is given. If notices required in this Article are not provided by the teacher, the taking of paid leave time shall be contingent upon the availability of substitutes.

D. 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 per school year per 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.

E. 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 E.

F. A child care leave shall be granted without pay, fringe benefits or accumulation of sick leave; providing such notification is received at least thirty (30) days in advance of the beginning date of such leave. A child care 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 child care 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. In lieu of the above, a teacher may use accumulated sick and emergency leave for the period of certified disability caused by the pregnancy and delivery.

G. Sabbatical Leave

1. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one year, at one-half their regular pay, provided that, at no time shall more

than two percent (2%) of the faculty be on such leave.

2. A teacher, upon return from sabbatical leave, shall be restored to his former 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 fraction 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 B of this Agreement.

H. In the event a teacher becomes an officer in the Michigan Education Association (MEA), or the National Education Association (NEA), said teacher, upon proper application by the organization he/she is to serve, shall be granted an Association Leave of Absence for the purpose of performing duties for the Association. The Board agrees to continue the teacher on its payroll. The cost for salary, insurance benefits, retirement, and all other related costs including any unemployment associated with such leave, shall be paid for by the Association. The District will be reimbursed for the above costs incurred. Teachers given a leave under this provision shall receive credit towards annual salary increment on the schedule appropriate to their rank.

I. 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.

J. 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.

K. 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, and the ward of a legal guardian. The Board reserves the right to request proof of legal guardianship.

L. 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 XV 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.

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-eight (78) 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 15th. Procedures for using days in the loan bank are as found in the "Guidelines for Sick Bank" as attached.

GUIDELINES FOR SICK BANK

The sick leave bank was established to take care of long-term emergency situations prior to being covered with long-term disability as determined in the contract. The sick leave bank

was to help personnel over extended periods of illness and not for day-to-day use. The following guidelines will be utilized in administering the leave bank:

1. Membership in the Sick Leave Bank

a. A teacher may become a member of the bank by signing an authorization to donate a day to the sick leave bank by October 15th if the teacher started working at the beginning of the school year.

b. A teacher hired after the start of school in the fall has six (6) weeks to become a member of the bank by signing an authorization to donate a day to the sick leave bank.

c. To continue membership in the bank when no days are left in the bank, all members must donate an additional day to the bank. For those having no days available to donate, they may be carried over to the following year. When membership is carried over to the succeeding year, the teacher will then donate the day to continue membership.

2. Responsibility of members

a. Honesty and integrity - As professional people, it is hoped that the privilege of using the leave bank will not be abused. Abuse of the leave bank will result in exclusion from further use of bank days.

b. Personnel using sick bank days will repay to the bank at the beginning of the following year and each succeeding year a minimum of five (5) days, until all

days are returned to the bank. Members who borrowed days prior to the 1990-91 school year must repay to the bank a minimum of three (3) days each year until all days are returned to the bank.

3. When can a teacher draw from the bank?
 - a. Remembering that the leave bank is made up of days donated by our fellow professionals, indiscriminate use will not be allowed.
 - b. No more than twenty (20) days may be borrowed from the bank by an individual in any school year. No member shall borrow more than ten (10) days per occurrence. The teacher shall be paid for one-half ($\frac{1}{2}$) of the days borrowed during the leave. The remaining one-half ($\frac{1}{2}$) borrowed days shall be paid upon the return of the member to work.
 - c. When sick days are used up and an illness or injury occurs requiring absence of one (1) day or more and requiring a doctor's care, the teacher may borrow up to eight (8) days.
4. What must a teacher do to receive sick leave bank days?
 - a. The applicant must write a letter to the BREA President and the Superintendent of Schools stating reasons for application for use of the sick bank and the estimated days required. A doctor's statement is to accompany both letters.

5. Approval/Denial

a. The BREA Executive Committee will review the request based on the following items:

1. Sick leave history
2. Need--urgency
3. Previous use of the bank

and notify both the Superintendent and the applicant of their recommendation.

b. The Superintendent will review the application and the recommendation of the Executive Committee and determine if approval or denial is appropriate. The applicant will be notified of that determination.

c. When the recommendation of the Executive Committee is not agreed to by the Superintendent, a conference will be held between the BREA President and the Superintendent to attempt to resolve the matter. If not resolved, the grievance procedure may be initiated at the Superintendent's level.

ARTICLE XII

TERMINAL LEAVE

A. 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, or upon a teacher's death. Provided, the teacher involved shall have been employed in the school district for six (6) years. Provided further, said payment will be made at the teacher's current salary.

B. An employee whose employment with the Birch Run Area Schools terminates on or after the last day of school in a school year shall have his/her insurance paid by the School District through September 30th of that year--the end of the insurance year for the School District.

C. An employee who terminates his/her employment during the school year shall continue to have insurance coverage paid by the School District through the remainder of the calendar month in which the termination occurs.

D. An employee who requests or is placed on a medical leave of absence shall have insurance coverage paid by the School District for all of the time in which the employee has sick leave days available. In addition, an employee on tenure status with the Birch Run Area Schools shall be entitled to payment for health insurance coverage beyond the exhaustion of all sick leave days for an additional one month for each year of service in the Birch Run Area Schools; provided however, that in no case shall the employee's coverage continue beyond the end of the School District's insurance year--September 30th--except when the tenured employee exhausts his/her sick leave during the month of September of any year. In the case where a tenured employee's sick leave is exhausted in September of a given year, the employee shall be entitled to insurance coverage provided by the School District for an additional month for each year of service in the Birch Run Area Schools; provided however, that the insurance coverage shall not continue beyond September 30th of the succeeding year. After one year of service, a nontenured

employee shall be provided insurance coverage by the Birch Run Area Schools for the remainder of the month in which his/her sick leave is exhausted.

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 for one (1) year 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. Notices of all vacancies shall be posted in each building. Summer vacancies shall be reported to the Association President. Such matters shall not be subject to the Grievance Procedure.

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 provisions 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. All days are working days unless otherwise indicated. During the summer break, working days will be considered as days other than Saturdays, Sundays and holidays.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance 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. 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 of the teacher's first knowledge of the alleged violation, except that if the grievance is filed on or after June 1st, 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. An employee with a grievance shall submit it, in writing, on the form provided, to his immediate supervisor, principal, or other designated administrator, individually, together with his Association representative or through the Association representative. In all cases, the grievant must be identified by name.

b. The supervisor and the grievant shall have ten (10) days in which to meet and resolve the grievance. If the grievance is not resolved, the supervisor shall have ten (10) days in which to answer the grievance in writing.

2. Level Two - Superintendent

a. In the event the grievance is not satisfactorily resolved at Level One, written notice of intent to proceed to Level Two shall be given to the Superintendent or his designated representative within ten (10) days of the receipt of the written decision at Level One.

b. If the Association gives notice to proceed with the grievance, a meeting shall be held between the grievant and/or the Association representative and the Superintendent or his designated representative, within ten (10) days of receipt of notification that the grievance is being pursued.

c. A written answer shall be returned to the Association within ten (10) days of said meeting.

3. Level Three - Personnel Committee of the Board

a. In the event the grievance is not satisfactorily resolved at Level Two, written notice of intent to proceed to Level Three shall be given to the Personnel Committee of the Board within ten (10) days of receipt of the written decision at Level Two.

b. Within twenty (20) days from receipt of the grievance, the Personnel Committee of the Board shall hear the grievance. Within ten (10) days of the hearing, the Personnel Committee of the Board shall transmit its decision to the Association.

4. Level Four - Binding Arbitration

a. If the decision of the Personnel Committee of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration within thirty (30) days of the receipt of the written answer at Level Three.

b. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within ten (10) days after notice is given, the Association shall submit the grievance to the American Arbitration Association, and the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be

permitted to assert in such arbitration proceedings any charge or rely on any evidence not previously disclosed to the other party, unless such charge or evidence is newly discovered. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

c. The fees and expenses of the arbitrator under this Article shall be jointly shared by the Board and the Association. Any other expenses such as costs involved in presenting witnesses, etc., shall be borne by the party incurring such expenses.

5. Miscellaneous

a. Forms for filing and processing grievances shall be mutually designed.

b. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.

c. 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 XV

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 its 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 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 XVI

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. All teachers newly employed with three (3) years or less teaching experience will be placed on Step I of the current Salary Schedule as set forth in Schedule A. Teachers with four (4) or more years of teaching experience will be placed on the Salary Schedule in the following manner:

Example: 8 years teaching experience - 3 years = 5th step on the Salary Schedule.

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

D. The Salary Schedule is based upon the regular school calendar 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 one sixth (1/6) of the basic schedule salary. Assignments shall be made on voluntary basis.

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

F. Teachers involved in extra-duty assignments set forth in Schedule B, 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.

G. Records of additional compensation paid in addition to Schedule A shall be forwarded to the Birch Run Education Association for filing.

H. 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.

I. Each teacher shall have the option of taking his pay over either twenty-one (21) or twenty-six (26) equal bi-weekly pay periods.

ARTICLE XVII

SCHOOL CALENDAR

A. Teachers shall work one hundred eighty-four (184) days, one hundred eighty-one (181) of which shall be considered student contact days. Three (3) days will be designated as teacher work days.

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

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

D. It is understood that Public Act 239 of 1984, as amended, does not require the first two "Act of God" days called during any school year to be made up and the Board shall not require the teachers to do so. It is understood that the teachers shall not lose any compensation for the first two "Act of God" days called during any school year. Any "Act of God" days over and above these two days during any school year shall be made up with no additional compensation. If Public Act 239 of 1984, as amended, changes and does not require the make-up of "Act of God" days, the Board shall not require teachers to make them up.

ARTICLE XVIII

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 will call to report unavailability for work. Teachers in grades Young 5's through grade 5 shall call before 7:30 a.m. Teachers in grades 6-12 shall call before 6:30 a.m.

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.

C. The Board may dismiss, transfer or reassign extracurricular duties of teachers. Such dismissal, transfer or reassignment may be processed through the Board of Education level of the grievance procedure but shall not be processed to arbitration. The dismissal, transfer or reassignment of Special Education teachers and/or Music Directors shall be subject to the provisions of the grievance procedure.

ARTICLE XIX

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.

*A. See Letter of Understanding, Page 51

B. Each teacher shall have the 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 or 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.

F. Evaluation and dismissal of probationary teachers during their first year of employment by the Board may be processed to the Board of Education, but shall not be processed to arbitration.

G. The current teacher evaluation form presently used shall be in effect for the 1990-91 school year with the following categories included: not observed, unsatisfactory, needs

improvement, average, above average.

A committee comprised of an equal representation of BREAs and administrative staff shall develop a new form for implementation during the 1991-92 school year.

ARTICLE XX

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 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.

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 XXI

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 pledged 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 XXII

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 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 XXIII

DURATION

This Agreement shall be effective as of ratification by the parties and shall continue in full force and effect until 11:59 p.m., August 15, 1992.

BIRCH RUN BOARD OF EDUCATION

BIRCH RUN EDUCATION ASSOCIATION

By: _____
President

By: _____
President

Date: _____

Date: _____

By: _____
Secretary

By: _____
Secretary

Date: _____

Date: _____

Letter of Understanding

Between the Birch Run Board of
Education and the Birch Run
Education Association

RE: Association Days
Article IX L

Days taken off by B.R.E.A. members to work on school business in conjunction with the district shall not be charged against the twenty (20) days per year that may be purchased by the Association for official business purposes.

Letter of Understanding
Between the Birch Run Board of
Education and the Birch Run
Education Association

RE: Article X. A.,

C. In the event there is a reduction in elementary positions (Y5 - sixth grade) that requires a teacher to transfer and there are no volunteers, the least district seniority teacher shall be the one to transfer.

In the event of staff reduction, the district will keep the most senior teachers as per Article III Section F.

Letter of Understanding

Between the Birch Run Board of
Education and the Birch Run
Education Association

RE: Channel I (Whittle Broadcasting)

It is hereby agreed between the Birch Run Board of Education and the Birch Run Education Association that in the best interest of the educational program for students, a committee consisting of four teachers from grades 6-12, three administrators, and the Chairperson of the Board Curriculum Committee will meet to determine whether or not to continue with the Channel I program. This committee will meet at least forty-five days prior to the end of each semester. The committee's recommendation will be presented to the Board of Education as an action item at a regularly scheduled Board Meeting prior to the beginning of each semester.

Letter of Understanding

Between the Birch Run Board of
Education and the Birch Run Education
Association

Effective June 7, 1990

A one-time retirement option payment of ten thousand dollars (\$10,000) will be paid to a teacher providing the following criteria is met:

1. A formal letter is written to the Birch Run Board of Education resigning from employment with the school district due to retirement.
2. The above letter is to be received by the Superintendent of Schools no later than June 30, 1990.
3. The teacher so affected must have at least twelve years of successful teaching with the Birch Run Area School District and taught during the 1989-90 school year.
4. Payment of the ten thousand dollars will be made as follows:
 - A. One-half ($\frac{1}{2}$) or \$5,000 will be paid on August 24, 1990.
 - B. The remaining \$5,000 will be paid on a date mutually agreed upon between the District and the teacher with payment to be made after July 1, 1991, but prior to September 1, 1991.
 - C. All payments of the above are subject to conditions of Federal and State law as well as provisions of the State Retirement Act.

Letter of Understanding

Between the Birch Run Board of
Education and the Birch Run Education
Association

RE: Article XVIII Call-In-Times Section A

It is hereby agreed between the Birch Run Board of Education and the Birch Run Education Association, that in the event of a change in starting times for the beginning of the school day the call-in time to report unavailability for work shall be one and one-half (1½) hours prior to the start of student classes.

BIRCH RUN AREA SCHOOLS

Salary Schedule

1990-91

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	22,114	23,743
½	22,697	24,341
2	23,071	24,716
½	23,606	25,284
3	24,141	25,852
½	24,701	26,447
4	25,261	27,042
½	25,848	27,665
5	26,435	28,288
½	27,050	28,941
6	27,665	29,593
½	28,310	30,277
7	28,954	30,960
½	29,630	31,676
8	30,305	32,392
½	31,013	33,142
9	31,720	33,891
½	32,462	34,677
10	33,203	35,462
½	33,981	36,285
11	36,471	39,082

BIRCH RUN AREA SCHOOLS

Salary Schedule

1991-92

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	23,441	25,168
½	24,059	25,801
2	24,455	26,199
½	25,022	26,801
3	25,589	27,403
½	26,183	28,034
4	26,777	28,665
½	27,399	29,325
5	28,021	29,985
½	28,673	30,677
6	29,325	31,369
½	30,009	32,094
7	30,691	32,818
½	31,408	33,577
8	32,123	34,336
½	32,874	35,131
9	33,623	35,925
½	34,410	36,758
10	35,195	37,590
½	36,020	38,462
11	38,750	41,525

BIRCH RUN EDUCATION ASSOCIATION

Schedule B

Additional Compensation for Extra Duties

1990-1992

	<u>PERCENT OF BASE</u>
Senior High Cheerleading	3.5
Middle School Cheerleading	2.5
Club Sponsorship	2.0
Dramatics (Per Play)	
High School	3.5
Middle School	2.0
Forensics	4.0
Debate	2.0
Special Education	7.0*
Junior-Senior Prom Advisor	1.0
Yearbook Advisor	2.0
Chaperone - per activity	.13
High School Band Director	7.5**
Summer Parade	0.5
Music Director	5.0***
Football	
Head	10.0
Assistant	6.0
Middle School	4.0
Basketball	
Head	10.0
Junior Varsity	6.0
Freshman	5.0
8th Grade	4.0
7th Grade	4.0
Cross Country	6.0
Baseball	
Varsity	9.0
Junior Varsity	5.0
Freshman	3.5

Birch Run Education Association
 Schedule B - Additional Compensation for Extra Duties 1990-1992
 Page 2

	<u>PERCENT OF BASE</u>
Wrestling	
Head	10.0
Junior Varsity	6.0
Middle School	4.0
Track	
Head	9.0
Assistant	5.0
Middle School	2.5
Softball	
Head	9.0
Junior Varsity	5.0
Middle School	2.5
Volleyball	
Head	10.0
Junior Varsity	6.0
Middle School	4.0
Golf	
Varsity	5.0
Junior Varsity	3.0
Pom Pon	
Head	3.5
Assistant	2.5

Notes:

*All special education and music teachers employed during the 1981-82 school year shall be grandfathered at the 1981-82 rates.

**High School Band Director: Additional compensation includes:
 --band preparation and performances for football season
 and homecoming parade and/or competitions
 --one summer parade (if applicable)
 --approved after-school performances (maximum of four)

Additionally, while the High School Band Director may be scheduled to teach vocal music as part of his/her teaching schedule, he/she will receive additional compensation only for the band director rate.

***Music Director: Shall be defined as any of the following: Middle School Band Director, Elementary Music Director or High School Vocal Director. The additional compensation includes:
 --music preparation for approved school performance with a maximum of four after-school performances.

Additionally, while a Music Director may be scheduled for Middle School Band as part of his/her regular teaching schedule, he/she will receive additional compensation only for the music director rate.

Additional after school, approved school performances will be compensated at .25% per performance.

Notes regarding coaching positions:

There shall be an increment of 0.4% of the base applied to each coaching position for each year an individual has coached in a particular position, maximum of four (4) increments.

The coaches assigned to Girls' Sports shall receive the same compensation as the equivalent Boys' Sports, providing that the supervision, instruction, training, number of games, number of practices and longevity of practices is identical.

- I. Positions paid on an hourly basis shall be compensated at a rate of \$11.25 per hour for 1990-91 and \$11.50 per hour for 1991-92. Positions include:

- Hourly On Staff Substitute 1990-91 (\$9.75) 1991-92 (\$11.50)
- Drivers' Education
- Detention Supervisor
- Homebound Teaching (+ mileage)
- Summer Testing
- Summer Curriculum Planning
- M.E.A.P. Teacher/Summer School Teacher
- E.L.P. (Teaching and Planning)

- II. Positions paid on an annual basis shall be compensated at a rate of \$675 (1990-91) and \$690 (1991-92). Positions include:

- Corridor/lunch supervision
- Parking lot supervision
- Noon recreation (per luncheon period)

- III. Extra days of teaching or counseling will be paid at the daily teacher rate for the individual.

- IV. Summer Professional Training will be compensated at .001 of the base per day, plus mileage and expenses.

- V. Mileage will be compensated at 18¢ per mile.

BIRCH RUN AREA SCHOOLS

Calendar

1990-91 School Year

Thursday, August 23, 1990 - Friday, August 24, 1990	Teacher Workday Teacher Workday
Monday, August 27, 1990	Classes Begin
Friday, August 31, 1990 - Monday, September 3, 1990	Labor Day Vacation (No School)
Tuesday, September 4, 1990	School Resumes
Thursday, November 15, 1990 - Friday, November 16, 1990	Fall Harvest Break (No School)
Thursday, November 22, 1990 - Friday, November 23, 1990	Thanksgiving Break (No School)
Monday, December 24, 1990 - Tuesday, January 1, 1991	Christmas Vacation (No School)
Friday, January 18, 1991	Teacher Record Day (No School)
Friday, March 1, 1991	Winter Break (No School)
Friday, March 29, 1991 - Friday, April 5, 1991	Easter Vacation (No School)
Friday, May 3, 1991	Potential Make-up Day
Monday, May 27, 1991	Memorial Day (No School)
Thursday, June 6, 1991	Last Student Day ½ Student Day ½ Teacher Day
June 7 - June 28, 1991	Potential Make-up Days

TOTAL TEACHER DAYS: 184
TOTAL STUDENT DAYS: 181

	<u>Teacher</u>	<u>Student</u>
August	6	4
September	19	19
October	23	23
November	18	18
December	15	15
January	22	21
February	20	20
March	19	19
April	17	17
May	21	21
June	4	4
	<u>184</u>	<u>181</u>

*NOTE: Representatives of the Administrative Staff and B.R.E.A. will meet prior to the end of the 1989-90 school year to establish dates for Open House and Parent-Teacher Conferences.

BIRCH RUN AREA SCHOOLS

Calendar

1991-92 School Year

Thursday, August 22, 1991 -	Teacher Workday
Friday, August 23, 1991	Teacher Workday
Monday, August 26, 1991	Classes Begin
Friday, August 30, 1991 -	Labor Day Vacation
Monday, September 2, 1991	(No School)
Tuesday, September 3, 1991	School Resumes
Friday, November 15, 1991	Fall Harvest Break
	(No School)
Thursday, November 28, 1991 -	Thanksgiving Break
Friday, November 29, 1991	(No School)
Monday, December 23, 1991 -	Christmas Vacation
Friday, January 3, 1992	(No School)
Friday, January 17, 1992	Teacher Record Day
	(No School)
Friday, March 6, 1992	Winter Break (No School)
Friday, April 17, 1992 -	Easter Vacation
Friday, April 24, 1992	(No School)
Monday, May 25, 1992	Memorial Day (No School)
Friday, June 5, 1992	Last Student Day
	½ Student Day
	½ Teacher Day
June 8 - June 30, 1992	Potential Make-up Days

TOTAL TEACHER DAYS: 184

TOTAL STUDENT DAYS: 181

	<u>Teacher</u>	<u>Student</u>
August	6	4
September	20	20
October	23	23
November	18	18
December	15	15
January	20	19
February	20	20
March	21	21
April	16	16
May	20	20
June	5	5
	<u>184</u>	<u>181</u>

*NOTE: Representatives of the Administrative Staff and B.R.E.A. will meet prior to the end of the 1990-91 school year to establish dates for Open House & Parent-Teacher Conferences.

APPENDIX C

POLICY REGARDING OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES

Upon timely objection, no individual required to pay a service fee to the Michigan Education Association (MEA) or a local affiliate shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and lawfully chargeable employee representation. An individual who, in compliance with the administrative procedures established by the Executive Director of the Michigan Education Association, objects to the use of a portion of his/her service fees to support such an ideological cause or political activity shall be required to pay a reduced fee based upon a determination of the percentage of the MEA's annual expenditures for the prior year necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees.

OBJECTIONS TO POLITICAL IDEOLOGICAL EXPENDITURES

ADMINISTRATIVE PROCEDURES

STEP I

By November 30, of each year, or as soon thereafter as possible, the Executive Director of the Michigan Education Association or his or her designee shall determine the amount of MEA's, NEA's, and local associations' (for those locals

* collecting a local service fee) total expenditures for the past fiscal year that were expended on chargeable and non-chargeable activities. The Executive Director or his or her designee shall then calculate the reduced fee that an objector will be required to pay for the past fiscal year and the current fiscal year based on expenditures during the past fiscal year by the NEA, MEA, and local associations. The amount of the reduced fee for each year shall be further reduced by an additional Five Dollars (\$5) to make allowance for disputed chargeable costs. By November 30, of each year, or as soon thereafter as possible, the Executive Director shall provide to all non-union employees who are required to pay an agency fee adequate information identifying the NEA's, MEA's and local associations' total expenditures for the past fiscal year sufficient to enable them to assess the propriety of the service fee calculation. The information provided to non-union employees shall include:

1. A list of expenditures made by the NEA and MEA, by major category, during the past fiscal year verified by an independent auditor and an identification of whether the major category of expense, or a particular portion thereof, is chargeable to objectors;
2. In those instances where a local association service fee is collected, a list of the local association's major categories of expenditures verified by an independent auditor and an identification of whether the major category of expense, or a particular portion

thereof, is chargeable to objectors shall be provided.

3. The amount of the reduced agency fee;
4. The method used to calculate the reduced agency fees; and
5. A copy of this procedure.

STEP II

Within 30 days of the MEA providing the information identified in Step I, non-union employees shall give written notice to the Executive Director of MEA at 1216 Kendale Boulevard, P.O. Box 2573, East Lansing, Michigan 48826, either by mail or by personal delivery, of the non-union employee's decision to:

1. Join the union and pay union dues;
2. Pay a service fee equal to dues less the pro rata cost of liability insurance provided to union members;
3. Pay the reduced fee as determined by the Executive Director; or
4. Pay the reduced fee into an interest-bearing escrow account with First of America-Central Bank of Lansing, Michigan, and challenge the reduced fee.

The non-union member may challenge the NEA portion of the reduced fee, the MEA portion of the reduced fee, the local portion of the reduced fee, or any combination thereof. Failure to provide timely notice will result in the non-union employee being required to pay a service fee equal to dues less the pro rata cost of liability insurance provided to union members. At the time of filing an objection, the non-member shall pay the full amount of the reduced fee for the past fiscal year

and that portion of the present reduced fee which has accrued into the First of America-Central escrow account. Collection of service fees for non-members will not begin until after the period for written objection has expired. All such payments required of an objecting non-member by these procedures shall be paid into the First of America-Central escrow account and shall remain in said account until such time as the arbitrator has issued his or her decision on the proportion of the agency fee that is chargeable to non-members. Thereafter all such funds in the escrow account shall be disbursed in conformity with these procedures.

Non-union employees who become part of the bargaining unit after the MEA has provided the information identified in Step I, shall be provided with the information identified in Step I within 30 days of becoming a member of the bargaining unit and shall have 30 days from the time MEA provides the information in which to give the written notice to the Executive Director of MEA described in Step II. If the non-union employee challenges the reduced fee and the challenge occurs too late to allow the employee to participate in the hearing described in Step III of these procedures, no separate hearing shall be held, but the non-union employee's agency fees will be determined based upon the hearing described in Step III.

STEP III

Within 15 days of the deadline for providing written notice challenging the reduced fee, the MEA will initiate the procedure

for a consolidated hearing of all objections before an impartial decision-maker. An arbitrator will be selected pursuant to the Rules for Impartial Determination of Union Fees of the American Arbitration Association (said rules being attached to this procedure) and the conduct of the hearing shall proceed in accordance with those rules, except that the union may not waive oral hearings pursuant to Rule 19.

After the hearing, the arbitrator shall determine the proportion of the agency fee that is chargeable to non-members under applicable law. The arbitrator shall issue the decision and determination not later than 30 days from the closing of the hearing, but in no event later than May 1, of each year and submit copies to the MEA and to each objector. In no event may the arbitrator determine the agency fee that is chargeable to non-members to be an amount greater than the reduced agency fee.

After the arbitrator's decision, the MEA shall direct the disbursement of all funds in the escrow account, including interest, to the proper parties in accordance with the arbitrator's decision. If the objector has not paid sufficient money into the escrow account for the current fiscal year, the objector shall be responsible for payment of the difference between the amount determined chargeable by the arbitrator and the amount actually paid into escrow.

The objectors and/or the NEA, MEA, or local association may challenge the arbitrator's decision, pursuant to law, but such challenge, if successful, shall not result in an agency fee greater than that determined by the arbitrator.