

AGREEMENT

BETWEEN

**BIRCH RUN AREA SCHOOLS
BOARD OF EDUCATION**

AND

**BIRCH RUN
EDUCATION ASSOCIATION**

2011-2014

**BIRCH RUN AREA SCHOOLS
BIRCH RUN, MICHIGAN**

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AGREEMENT

This Agreement entered into this 13th of September 2011 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, school nurse/director of health services and Alternative Education teacher(s) 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.
- 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 second 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 A 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 D and E shall replace the preceding B.2. and C.

- 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 to disburse said sums bi-weekly to the Association starting with the second pay period and ending with the 21st pay period.

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 electronic deposit of payroll checks to any financial institution.

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. The District has a 403(b) Plan Document (in compliance with IRS regulations) and an approved vendor listing. Any employee that desires to use a vendor that is not on the District's approved vendor listing must have at least three (3) members elect to use the new vendor or pay the cost of amending the Plan Document/vendor listing. When (3) three members elect to use a new vendor the District will cover the cost of amending the Plan Document/vendor listing. That vendor must also comply with all IRS 403(b) regulations and agree to the terms outlined in the District's Plan Document.

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 requests for use of office, lounge and workroom bulletin boards shall be granted to the Association.
 4. Inter-school mail service/electronic mail shall be made available to the Association.
 5. The Association agrees to pay the school cost for all materials used for its purposes.
 6. Electronic mail may be used as official notification of meetings provided the electronic mail is sent at least forty-eight hours (48) prior to the meeting. If less than forty-eight hours (48) notice is given by electronic mail, notification must be followed up with a hard copy.
- 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, 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.

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 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.
 6.
 - a. The professional teaching staff will follow the District curriculum using methods which meet the approval of the Board of Education. The Board of Education shall determine the number of staff members and where they are assigned, subject to the terms of this contract.
 - b. The Board recognizes it has the responsibility to provide the teaching staff with the appropriate materials, supplies, and training to implement the approved District curriculum.

ARTICLE V - TEACHING LOADS & ASSIGNMENTS

- A. The weekly teaching load in grades 6 -8 shall be twenty-five (25) teaching periods with five (5) unassigned periods of equivalent length for preparation time and in grades 9-12 the teaching load shall be twenty (20) teaching periods with five (5) unassigned periods of equivalent length for preparation time. In grades K-5 the total conference/preparation time per week shall be a minimum of 275 minutes.
1. This conference/preparation time shall not be in blocks of less than forty-five (45) minutes for grades K-5 and blocks of not less than thirty (30) minutes for half-day kindergarten. Exceptions may be made for the media center.
 2. In grades K-5 the remaining time shall be contact/teaching time.
 3. When it is necessary to administer diagnostic tests for assessments of individual students for the purpose of educational planning, all teachers accept this responsibility of completing assessments as necessary and the required bookkeeping associated with them. Appropriate assistance shall be provided to teachers requesting it. Any concerns, changes to assessment requirements or problems shall be referred to a building level committee made up of two members of the teaching staff of the building affected, selected by the BREA, and two building administrators.
 4. The preparation time for Channel One shall be scheduled equally on a rotation among high school teachers. A teacher shall give written notification to the building administrator to opt out of the rotation. If more teachers opt out for preparation time during Channel One than are needed, a rotation will be set up to include the teachers who opt out.
 5. Teachers will be required to start 10 minutes before the scheduled student start time and remain 5 minutes after the scheduled end time on both full and half days.

It is likewise understood that the work day for the 2011-14 school years shall remain the same length as it was in the 2004-05 school year unless the State of Michigan mandates an increase in the number of hours in which case the District shall meet with the BREA Contract Maintenance Committee on how to implement the mandated hours. In the event any deviations in the starting and ending times are deemed necessary, the district will meet with the BREA Contract Maintenance Committee to discuss how to implement the changes.

- B. The Board will provide all teachers a minimum of thirty-five (35) minutes of uninterrupted duty-free lunch periods.
- 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 areas where they are not highly qualified as defined in No Child Left Behind. It is recognized that the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., could be revised, appealed or eliminated. If any of these conditions occur the Association and the district shall adhere to the provisions of the changes of the law.

- 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.
- E. Teaching loads shall be equalized so that no teacher in grades 6 through 12 shall be required to have more than three (3) academic preparations per semester or trimester. 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 agreed upon in Schedule B. Advisory shall not be an academic preparation and shall not be considered as an extra preparation for compensation purposes. In grades 9 through 12, no teacher shall have more than seven (7) academic preparations per year.
- F. In the event that a teacher needs to use a restroom, the teacher may call the office to have someone cover the classroom during that time.
- G. Any teacher working over his weekly thirty-five (35) hours contractual time because of the Hartley Outdoor Education Center will be given compensatory time. No more than two teachers 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-2, if a teacher has more than twenty-nine (29) students enrolled in a class, that teacher shall be reimbursed at the rate of \$3.00 per student above 29 per day.

In grades 3-5, if a teacher has more than thirty (30) students enrolled in a class, that teacher shall be reimbursed at the rate of \$3.00 per student above 30 per day.

In grades 6-12 (except Band, Choir and P.E.), if a teacher has more than one hundred sixty (160) students enrolled per five (5) period day or more than thirty-four (34) students enrolled in a class, that teacher will be reimbursed at the rate of \$3.00 per student above 160 contacts per day or above the 34 enrolled in a classroom. Co-op students may only be assigned to Co-op during the class hours the Co-op teacher is assigned to teach Co-op.

- B. The foregoing class size limits for payment will be determined as of the First

Official Count Day unless students are added thereafter. Other forms of compensation may be agreed upon by the Superintendent and the Association. Payment will be based on student 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-5 may request, following the First Official Count Day, to have an aide pending a meeting with the Superintendent and BREA President.

1. A three (3) hour classroom aide in grades K-2 for classes from 30-32 and in grades 3-5 for classes from 31-33.
 2. A full-time classroom aide in grades K-2 for all classes 33 and above and in grades 3-5 for classes 34 and above.
- C. In the event there are more students assigned than working stations in a teacher's classroom, the principal and the Association will meet and resolve the problem to their mutual satisfaction.
- D. 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.
- E. The Board agrees to provide typing and duplicating facilities for teachers wishing to use them. Technology and audio-visual services will be expanded where possible.
- The Board will make every effort to have materials to be copied, completed, and returned within twenty-four (24) hours.
- F. 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 schedule B.
- G. The Board shall make available in each school adequate restrooms and lavatory facilities exclusively for staff use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- H. The classroom teacher shall determine whether a student passes or fails a class. The parties agree that the evaluation of student performance, grades and promotion, is the responsibility of the professional staff within the bargaining unit, since such individuals have first hand knowledge of the student's skills, abilities, and achievements. The grade given to a pupil by a teacher shall not be changed unless the teacher agrees to the change or a majority of a Review Panel approved the grade change.

If a parent or student appeals a grade it must be made within thirty (30) days

after the grade was issued to the student. Only marking period, semester, or final grades may be appealed. The burden of proof shall be on the party requesting the change.

The decision regarding the promotion or retention of an elementary child shall be the joint responsibility of teacher and principal. In the event the teacher and principal of the elementary student do not agree on promotion or retention of the elementary student, then it shall be decided by the Review Panel.

The Review Panel shall consist of two (2) bargaining unit members, selected by the Association, and three (3) administrators, selected by the District. The decision of the Review Panel is final.

- I. 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.
- J. 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.
- K. 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.
- L. The elementary, middle school and senior high school shall receive days off for student evaluation and record keeping as described in the calendar.
- M. End of the year data will be welcome from teachers to assist in student placement for the next school year. Elementary tentative class lists will be available at least two (2) weeks prior to open house.
- N. When determining student placement during the scheduling process, administration will take into account placement of students with special needs to best meet all students' academic and social needs. The number of mainstreamed students per class shall be reviewed by the administrator or his designee periodically to determine if the numbers are fairly distributed among the various classes. Only bargaining unit members trained to do so shall administer prescription drugs or to undertake certain procedures such as custodial care, school health services, suctioning, catheterization or the like.
- O. Each ancillary staff member shall, with the cooperation of the building principal, be scheduled a room and times which are exclusively theirs.
- P. Each teacher required to travel between buildings shall have fifteen (15) minutes travel time.

- R. It is recognized that staff meetings are an integral part of the educational process. Teachers may be required to attend up to 55 minutes of staff meeting(s) per month. All staff are required to attend except in cases of extenuating circumstances which shall be reported to the building principal or designee prior to the meeting. The schedule of monthly meetings will be distributed to staff no later than September 15 of each year.

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 teachers 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. No provisions of this Article, paragraphs A and B, 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 full-time teachers the following insurance protection up to caps of \$15,500 for Full-Family, \$14,100 for 2-Person, \$6,900 for Single, and \$1,200 for Pak B for 2011-12. Those teaching less than full-time 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 cap and the Board 3/5 of the cap). The caps shall be increased each year by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the US department of labor, bureau of labor statistics.

SUMMARY OF BENEFITS

PLAN A: MESSA PAK FOR EMPLOYEES ELECTING HEALTH INSURANCE

BENEFIT	PLAN
Health	MESSA Choices II Community Blue PPO, \$10/10 Rx Copay (includes \$5,000 with AD&D). \$100/\$200 deductible.
Long Term Disability	66 2/3% \$5000 Maximum Monthly Income Benefit \$7500 Maximum Monthly Salary 60 Calendar Day Straight Wait, 2 Years Own Occupation Offset of Other Income – Family, 5% Minimum Payout Freeze on Offsets – YES Alcoholism/Drug Addiction – two year limitation Mental/Nervous Condition – same as any other illness Maternity Coverage – Standard, Rehabilitation Benefit – standard Cost of Living Benefit – NO, Survivor Income Benefit – NO Educational Supplement Program – NO Pre-Existing Condition Waiver – YES
Vision Service Plan Plan Year – July	VSP-3 VSP 3-Plus Platinum (Change effective July 1, 2010)
Delta Dental Plan Year – July Group # 6291-0001	80% Class IA: 80% Class IB/80% Class II/80% Class III Rider: Basic Coverage \$1,500 Class I & II Yearly Maximum, \$1,500 Class III Lifetime Maximum
Negotiated Life	\$50,000
Negotiated AD&D	\$50,000

*PLAN B: MESSA PAK FOR EMPLOYEES NOT ELECTING HEALTH INSURANCE

Long Term Disability	Same as Plan A 66 2/3%
Vision Service Plan Plan Year – July	VSP-3 Plus VSP 3-Plus Platinum (Effective July 1, 2010)
Delta Dental Plan Year - July Group # 6291-0002	50% Class 1A: 50% Class IB/50% Class II/80% Class III Rider: with Adult Ortho \$1,500 Class I & II Yearly Maximum, \$1,500 Class III Lifetime Maximum
Negotiated Life	\$50,000
Negotiated AD&D	\$50,000
Negotiated Dependent Life	\$2,000 spouse/\$2,000 child(ren)

*\$150 cash per month in pay check.

- B. The District will establish a pool of \$8,000 that will be available annually for the length of the current contract for reimbursement to any Teacher who is going through the prescription appeal process or has been rejected by this process. The member will pay \$10 per prescription as described in this paragraph while the process is ongoing, with the District absorbing formulation or ingredient cost out of the pool. If the appeal is denied, the member will continue to pay the \$10 brand name cost with the District absorbing formulation or ingredient cost out of the pool.

The \$8,000 pool of money set aside each year by the District for reimbursement of any formulation or ingredient cost that an employee may have over ten dollars (\$10) per prescription because of the need to use the brand name drug while a member is appealing a decision or when an appeal has been rejected, will be distributed in the first year of implementation of the \$10/\$10 drug card on a "first request basis" until the money is exhausted. At the end of the first year the BRE Contract Maintenance committee will review the requests and distribution from the previous year to determine whether a "first request basis" is the most effective way to handle the pool of money. If at that time, it is determined by the committee that a change is needed in the distribution process, the District will be notified by the Association of the necessary modifications of the distribution process for the second year.

- C. The Board will compute insurance premiums needed to provide insurance coverage for each employee from September 1st to August 31st 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. In the event the Internal Revenue Service or any court or tribunal of competent jurisdiction determines that the negotiated Cafeteria Plan fails to qualify as a Cafeteria Plan under Section 125 of the Internal Revenue Code, and, as such, any Participant's choices under the Plan constitutes a constructive receipt of income by the Participant, the Employer agrees to fully indemnify the Participant for any and all taxes, penalties, legal fees and costs due to the determination. If there is legislation that requires taxation of health premiums, the employees will not be indemnified.

**ARTICLE IX - LEAVE OF ABSENCE:
Illness, Personal, Short-Term, Critical & Catastrophic**

- A. All teachers absent from duty on account of personal illness or any 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. 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 an illness in the immediate family.
2. One (1) 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. One day plus necessary out of state travel time for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance as approved by the Superintendent.
6. Up to five (5) days may be used for family hardship or catastrophic occurrences as approved by the Superintendent.
7. Arrangements for additional leave days for the above (IX, B, 1-6) may be made with the Superintendent of Schools.

C. Personal Leave Days

At the beginning of each school year, each teacher shall be credited with two (2) personal days. A personal day may be used for any purpose at the discretion of the teacher.

A teacher planning to use a personal leave day(s) shall notify his principal/supervisor at least five (5) days in advance, except in case of emergency.

Two (2) unused personal days per year may be carried and accumulated as personal days.

Any more than two (2) unused days would be carried and converted to the teacher's accumulated leave days.

- D. Each teacher shall be entitled to an unlimited accumulation of days for the unused portion of each year's leave which shall be available in future years.
- E. The Board reserves the right to verify the legitimacy of any and all compensated teacher absences.
- F. 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.

- G. 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. In addition, teachers may elect to donate up to one (1) day per year.
 - d. Catastrophic situations may be reviewed at the request of the BREa or the administration for the purpose of approving either additional voluntary donations to the sick bank and/or withdrawals in excess of twenty-five (25) days.
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.

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-five (25) days may be borrowed from the bank by an individual in any school year. The teacher shall be paid for one-half (1/2) of the days borrowed during the leave. The remaining one-half (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 of 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 X - LEAVE OF ABSENCE:
Extended Periods, Association Purposes, Special Purposes**

- A. Any bargaining unit member whose personal illness extends beyond the period compensated under this article shall, upon written request, be granted a leave of absence without pay. Upon return from a zero three (0-3) year leave, the bargaining unit member shall be assigned to the same position if it exists; if not, to any position for which he is certified (See Article XII, Paragraph E). Bargaining unit members returning from a leave of more than three (3) years may be granted any position for which he is certified.
- B. Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. An employee shall be allowed a maximum of five (5) working days immediately prior to or after the funeral per school year per death in the immediate family upon approval of a Board representative. One of the five days may be taken at some point later with the approval of the Superintendent if it is for a memorial for the immediate family member. Three (3) days shall be allowed for the death of a brother-in-law or a sister-in-law.
 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 to be excused from such duty and have such request denied. The request for excuse must be in writing and co-signed by the building principal. The denial must be in writing whenever possible.
 3. Court appearance as a witness when subpoenaed for a reason/incident which occurred during or at school, not including any matter related to union labor relations. A teacher subpoenaed for any other reason may use sick or personal days for the absence.
 4. Approved visitation at other schools or for attending educational conferences or conventions which have been approved by the Superintendent or his designee.
 5. Time necessary to take the selective service physical examination.
 6. 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.

7. A total of thirty (30) 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 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. Days taken off by BREA members to work on school business in conjunction with the district shall not be charged the thirty (30) days per year that may be purchased by the Association for official business purposes.
8. Up to two days for an injury of a bargaining unit member that occurs at work which requires medical attention. The injury shall be reported to the employer at the time of the injury. An accident report will be required to be completed by the injured bargaining unit member within one business day of his return to work.

C. 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 and one-half their regular benefits provided the employee pays one-half of the benefits. 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 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.

D. Child Care Leave

A child care leave not covered by the Family Medical Leave Act (FMLA), 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 of absence shall be granted to any (male or female) teacher for child care, including adoption, 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.

With a twenty (20) day notice, the teacher may terminate the leave provided that she is physically able to perform her teaching/work responsibilities.

A pregnant teacher may commence said child care leave prior to, or subsequent to the birth of her child at her option. A child care leave shall be available to the teacher upon termination of her disability benefits, at the option of the teacher.

If a child care leave is used in conjunction with a qualified FMLA leave, the teacher may use accumulated sick and emergency leave for the period of certified disability caused by the pregnancy and delivery. Under the guidelines of the FMLA, fringe benefits will continue for the duration of the FMLA covered leave.

FMLA entitled eligible employees to take up to twelve (12) weeks of unpaid, job protected leave in a 12-month period for specified family and medical reasons. Refer to the guidelines of the FMLA for provisions on employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and protection for employees who request to take FMLA leave.

Child Care Leave Guidelines

1. A teacher who is granted a part-year leave and returns during the school year returns to the position he left.
 2. A teacher who is granted a part-year leave and returns at the beginning of the school year returns to his "same position."
 3. A teacher who is granted a full-year leave with the return at the beginning of the school year returns to his "same position."
 4. A teacher granted a full-year leave who is returning during the school year shall return at a time mutually agreed upon by the Board and the teacher. The teacher on leave returns to his "same position."
- "Same position" means teaching at the same grade level(s) and teaching in the same subject area(s).
- E. Leaves of absence without pay and benefits 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. 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.
- G. Leaves for other specific items not addressed in this article 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. Such leaves will be without pay and benefits.

- These leaves shall be subject to the approval of the Board of Education.
- H. 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, stepfamily members, grandparent and grandchild, and the ward of a legal guardian. The Board reserves the right to request proof of legal guardianship. Stepfamily members are defined as: step-children, step-mother, step father, step-brother, step-sister, step-grandchildren and step-grandparent.
 - I. Bargaining unit members shall submit a request to return to work or extend the leave not later than fifteen (15) working days prior to the end of the school year. Failure to submit a request to return to work or extend the leave within fifteen (15) days of the end of the school year shall result in the employee's termination at the end of the school year.

ARTICLE XI - TERMINAL LEAVE

- A. In appreciation for services to the school district, a leave payment 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.
 - 1. Members hired after July 1, 1997 shall receive a leave payment equal to the value of all unused accumulated leave days X \$35.00 per day.
 - 2. Members hired prior to July 1, 1997 shall receive a leave payment equal to $\frac{1}{2}$ X the number of leave days up to a maximum of 102 X (Schedule A Salary divided by 186) until September 1, 2011. On September 1, 2011, their leave payment under the program will be frozen and they will begin to accumulate terminal leave as outlined in section 1 (above).
- 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 insurance paid by the school district through August 31st of that year, the end of the insurance year for the school district.
- C. An employee who terminates his 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--August 31st--except when the tenured employee exhausts his 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 non-tenured employee shall be provided insurance coverage by the Birch Run Area Schools for the remainder of the month in which his sick leave is exhausted.

ARTICLE XII – SENIORITY

- A. Seniority shall be defined as all consecutive years of teaching experience with the Birch Run Area School District. Seniority shall remain unbroken but shall not accumulate when a bargaining unit member is on a voluntary unpaid leave of absence. Bargaining unit members on layoff shall accumulate seniority on layoff up to the number of years they worked in the district and then seniority will be frozen.
- B. 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.
- C. All teachers so affected will be notified in writing of the date, place and time of the drawing and will personally draw a slip.
- D. 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.
- E. If, in the event a teacher(s) affected does not attend the drawing, a representative of the Association shall draw for the teacher(s).
- F. After each such drawing, a new seniority list shall be developed by the Board and a copy shall be presented to the Association.
- G. 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. The above policy does not affect their salary step, and is not intended to affect any legal rights which the teacher might have.
- H. Teachers who substitute teach and later are permanently employed for that position shall receive all rights and compensation as other bargaining unit members. Such pay and benefits will be retroactive to the thirty first (31st) day worked in that assignment. For salary schedule purposes, half steps will be given if the teacher works more than half the semester.
- I. As there are changes, the Board shall develop an updated seniority list and present such to the Association. The current seniority list reflects the official seniority date of each teacher.

ARTICLE XIII -VACANCIES AND PROMOTIONS

- A. Whenever a vacancy in the district occurs, the Board shall publicize the same by giving written notice of a vacancy to the President of the Association and providing appropriate posting in each of the school buildings.
1. In order not to disrupt the educational process a vacancy which occurs during the school year may be filled by administrative appointment. Vacancies filled in this manner shall be declared open and posted at the end of the school year.
 2. A "Vacancy" shall be defined as a position to which no assignment has been made or a newly created position or vacancy because of resignation, retirement, transfer, dismissal, or death of a person assigned to said position.
 3. A "Temporary vacancy" shall be defined as a bargaining unit position held by a bargaining unit member on a leave of absence.

For all vacancies, the following procedure will be used:

1. The vacancy shall be internally posted and placed in each of the school buildings for a period of not less than five (5) days before the vacancy is posted externally.
 2. Qualified applicants belonging to the BREA shall receive consideration prior to external applicants.
- B. Summer vacancies shall be reported to the Association President and e-mailed to all employees in a timely manner with an all-call notification. Such matters shall not be subject to the grievance procedure.
- C. The Board recognizes the principle of promotion from within the school system and will consider any qualified and interested applicant.
- D. Records of postings, list of individuals requesting transfers, and letters of assignment shall be forwarded to the Birch Run Education Association President for filing.
- E. Teachers shall be assigned to their positions based upon majors, minors, certifications, performance, evaluation, and experience in the grades and subject area. All of these things being equal, seniority will be the deciding factor.

ARTICLE XIV - GRIEVANCE PROCEDURE

- A. Definitions
1. A "grievance" shall be defined as a claim by a teacher or group of teachers that there has been a violation, misinterpretation, or inequitable application of a specific and expressed term of this Agreement based upon an event, condition or circumstance under which a teacher works. The Union agrees

not to process a grievance in which the same or similar issue is being processed by the BREA to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission, or any other state or federal administrative agency.

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.
6. The Board of Education and/or the Association may designate any representative(s) it desires at any steps of this grievance procedure.

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 written mutual consent.

A grievance must be processed within twenty (20) business days from the date of the alleged occurrence or within twenty (20) business 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 and the grievant's signature must appear on the grievance form for any grievance which disputes disciplinary action to an

individual. A teacher cannot be awarded monetary relief unless that teacher has signed the grievance.

- 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(s) and/or the Superintendent and/or his designated representative(s), 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.
- d. If the scheduled arbitration case is postponed on less than one (1) week's notice to the other party, the party requesting the postponement will pay any and all arbitrator charges caused by the postponement.
- e. The Association will make every effort to give the employer at least five (5) working days advanced notice of employees it needs to be excused from work to attend the arbitration hearing so substitutes can be obtained unless there are extenuating circumstances.

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. In the event that the Board of Education or its representatives fail to answer a grievance in a timely fashion, such failure shall act as a denial and the Association may process the grievance to the next step at the end of the time limits of that particular step.

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.

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. Bargaining unit members coming into the Birch Run School System shall be given credit for all of their years of teaching experience up to a maximum of five (5) years, with up to two (2) more at the discretion of the Board. Credit may only be given at the time of initial employment (not retroactive).

Waivered (non-certified) years of experience from other districts shall not be accepted.
- C. The holder of a State Elementary or Secondary 30-hour Continuing Certificate or a Professional Education Certificate with a minimum of 30 graduate level hours in a planned program shall be placed on Master's Salary Schedule. Bargaining unit members hired during and after the 2005-06 school year shall have a Master's degree to be placed on the 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) (one fifth 1/5 for grades 9 through 12) of the basic schedule salary. Assignments shall be made on voluntary basis. Assignment made in excess of the normal weekly teaching load may be taught outside the regular teaching day if the teacher involved agrees to the assignment on a voluntary basis and the BREA is notified.
- E. 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.
- F. Records of additional compensation paid in addition to Schedule A shall be forwarded to the Birch Run Education Association for filing.
- G. A teacher engaged during the school day in negotiating a grievance on behalf of the Association with the Board or committee thereof, shall be released from regular duties without loss of salary.
- H. Each teacher shall have the following three (3) options of pay:
 - 1. Twenty-six (26) equal bi-weekly pay periods.
 - 2. Twenty-one (21) equal bi-weekly pay periods.
 - 3. Three-fourth of pay over twenty (20) equal bi-weekly pay periods with one-fourth pay on the twenty-first pay period.

ARTICLE XVII - SCHOOL CALENDAR

- A. Teachers shall work per contracted calendar.
- 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 unless agreed to by the parties.
- 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 State School Aid Act Section 101(4), as amended, does not require the first six (6) "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 six (6) "Act of God" days called during any school year. Any "Act of God" days over and above these six (6) days during any school year shall be made up with no additional compensation. If public School Aid Act Section 101(4), 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.
- E. The scheduled end of each trimester record keeping day for teachers will be conducted as scheduled provided all the trimester examinations have been completed. In the event all the trimester examinations have not been completed as scheduled, the record keeping day will be moved to the first work day after the completion of the trimester examination schedule.

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 no later than one and one-half (1 1/2) hours prior to the start of the student classes to report unavailability for work.
- B. Assignments for the Adult Education, Driver Education and Summer School programs shall be made according to Article XIII.
- C. In order to implement a Mentor Teacher Program, the District and the Association hereby agree to the following purposes for mentoring:
 - To provide a nurturing, ongoing support system for new teachers through a personal and professional relationship with an experienced fellow teacher;
 - To provide increased levels of understanding and skills in teaching for new classroom teachers in the district;
 - To create a challenging yet nurturing teaching environment in our school that will encourage new teachers to commit to the teaching profession and to the goals of this school community.

1. Each new teacher in his or her first three years in the classroom shall be assigned a mentor teacher. The selection of the mentors will be made in a timely manner through a collaborative effort made by two administrators and two staff members selected by the Association. Criteria in the selection will include:
 - a. Tenured teachers names will be maintained on a voluntary list until the teacher requests removal from this list.
 - b. Every effort will be made by the district to match mentors and new teachers who work in the same building and have a similar area of certification or assignment.
 - c. Consideration will be given to mentor and new teacher with a common planning time/lunch time when possible. If no common planning time is available, release time shall be arranged through the building principal.
 - d. All appointments as mentor teachers will be voluntary.
 - e. Appointments for the mentor will be for three years to be reviewed at the end of each semester or unless either party requests a change through their building principal or the selection committee.
2. Both the new teacher and the mentor teacher will be required to keep a log of their interactions. Attendance at conferences or any activities that would be related to this process should be logged. This form is not to be used in any form of teacher evaluation or teacher reprimand. Its purpose is for logging time spent between mentor/mentee only.
3. A mentor teacher can have up to two probationary teachers if desired.
4. The mentor is to meet with the mentee at least for four hours per semester the first year to be spaced throughout each semester. Both parties are to document the activities during the meetings on the form provided in Appendix E.
5. Mentor teacher shall be compensated at \$250 the first year, \$150 the second year and \$100 the third year. The teacher shall choose to receive the compensation/recognition for being the mentor teacher in one of the following five options:
 - a. Lump sum check at the end of the school year.
 - b. Conference of their choice within the state.
 - c. Planning time up to 9 hours per year.
 - d. Reimbursement for items such as teaching supplies, classroom enhancement activities, etc.
 - e. Combination of wages and reimbursements for supplies.
6. Attendance at conferences and workshops outside the normal workday will be paid at the Schedule B rate.
7. Training for mentors will include:

- Defining effective mentoring processes
 - Explore the needs of new teachers and design strategies to assist them
 - Practice techniques for effective monitoring
 - Establish a network with other mentors in the district
 - Problem solve issues and concerns unique to new teachers and mentors
 - A mentor handbook will be supplied
8. The mentor teachers will have no involvement in the evaluation process and the relationship shall be confidential and shall not be a matter included in the evaluation of the mentor teacher or the new teacher.

ARTICLE XIX - TEACHER EVALUATION

- A. Evaluation and observation standards and procedures will be reviewed with staff at the beginning of each school year. The use of electronic devices or other means shall be strictly prohibited, unless mutually agreed upon by the teacher and evaluator.
- B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage for arbitrary or capricious reasons. Any such discipline, reprimand or reduction in rank, compensation or advantage, or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to Article XIV (Grievance Procedure).

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 or battery 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.
- H. The Board shall provide training at the beginning of each school year establishing the procedures to be implemented in the event of an emergency.
- I. A teacher shall at all times be entitled to request the presence of a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of school rules or delinquency in professional performance. When a teacher requests such representation, no action shall be taken with respect to the teacher until such representative of the Association is present. The teacher shall not postpone such conference more than two (2) workdays to obtain Association representation. At no time will a teacher be reprimanded, warned or disciplined for any infraction of school rules or delinquency in professional performance in front of students, the public or peers.

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, 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. No past practice shall be used to contradict any specific provision of the contract. These practices shall be subject to bargaining in the successor to this agreement and any practice not included in the successor agreement shall be terminated. 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.
- F. Both parties shall continue to meet on a regularly scheduled basis in order to promote good communication between the parties and to provide the opportunity to address any concerns that may arise.
- G. The Board shall receive union input regarding acceptable use policies for Internet/Intranet usage.
- H. The Board has a safety policy and safety procedures. The District shall adhere to Board policy and State and Federal Regulations regarding air quality control.

- I. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531 shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

ARTICLE XXIII - DURATION

This Agreement shall be effective as of ratification and signature by the parties and shall continue in full force and effect until 11:59 p.m., June 30, 2014.

BIRCH RUN BOARD OF EDUCATION

BIRCH RUN EDUCATION ASSOCIATION

By: Ronald J. Morse
President

By: TJ Fete
President

Date: 9-12-2011

Date: 9/13/11

By: Ronald R. Johnson
Secretary

By: Sail Worden
Secretary

Date: 9-12-2011

Date: 9/13/11

2011-2012 SALARY SCHEDULE A

Step	BA	BA+23	MA	MA+30
1.0	34,221	35,385	36,742	37,906
1.5	35,124	36,286	37,665	38,829
2.0	35,699	36,864	38,249	39,413
2.5	36,529	37,692	39,126	40,289
3.0	37,356	38,519	40,006	41,168
3.5	38,226	39,390	40,929	42,091
4.0	39,094	40,257	41,848	43,012
4.5	40,001	41,163	42,812	43,975
5.0	40,908	42,072	43,774	44,939
5.5	41,860	43,024	44,786	45,950
6.0	42,812	43,975	45,796	46,960
6.5	43,811	44,974	46,853	48,018
7.0	44,805	45,967	47,910	49,074
7.5	45,853	47,017	49,020	50,184
8.0	46,898	48,059	50,128	51,292
8.5	47,994	49,157	51,286	52,449
9.0	49,088	50,251	52,448	53,611
9.5	50,235	51,397	53,665	54,829
10.0	53,865	55,028	57,532	58,694
10.5	54,985	56,148	58,750	59,914
11.0	56,240	57,403	60,067	61,231
11.5	57,359	58,522	61,287	62,450
12.0	58,723	59,886	62,722	63,885
12.5	58,850	60,012	62,845	64,008
13.0	60,950	62,126	64,996	66,171

2011-12 Decrease of 1.50% from the 2010-11 salary schedule.

2012-13 Salary schedule changes for bargaining unit members from the prior year shall be the same as any changes (increase or decrease) to the State Foundation grant per pupil including any one-time, unrestricted state categorical grants. Salary changes shall not exceed 3.00% in either direction, plus an additional increase of 0.75%.

2012-14 Salary schedule changes for bargaining unit members from the prior year shall be the same as any changes (increase or decrease) to the State Foundation grant per pupil including any one-time, unrestricted state categorical grants. Salary changes shall not exceed 3.00% in either direction.

Nurses shall be paid 75% of the BA Schedule.

Effective with the 2002-2003 school year, the school nurse shall be placed on step 9.5 and subsequently shall move one step for each year of additional experience.

Longevity

Those employees currently receiving longevity pay based upon total years of service shall continue to receive such credit. Employees not receiving longevity pay during the 2001-2002 school year shall be paid longevity based upon years of service in Birch Run only. Longevity pay shall be based upon the employee's years of service beginning with the fourteenth year of service and continuing each subsequent year.

2011-14	\$45/year of service 14-19 years
	\$50/year of service 20-24 years of service
	\$55/year of service 25 years of service and above

SCHEDULE B

For the following positions, "Head" refers to varsity coaching positions, "Assistant" refers to all other high school coaching positions, and "Middle School" refers to all 7th and 8th grade coaching positions.

Baseball		
Head		10.0
Assistant		6.0
Middle School		4.0
Basketball		
Head		10.0
Assistant		6.0
Middle School		4.0
Cross Country		
Head		6.0
Assistant		4.0
Football		
Head		10.0
Assistant		6.0
Middle School		4.0
Golf		
Head		6.0
Assistant		4.0
Soccer		
Head		10.0
Assistant		6.0
Middle School		4.0
Softball		
Head		10.0
Assistant		6.0
Middle School		4.0
Track		
Head		10.0
Assistant		6.0
Middle School		4.0
Volleyball		
Head		10.0
Assistant		6.0
Middle School		4.0

Wrestling		
Head		10.0
Assistant		6.0
Middle School		4.0
Cheerleading		
Head		8.0
Assistant		5.0
Middle School		3.5
PomPons		
Head		6.0
Assistant		4.0
Middle School		3.0
Forensics		5.0
Assistant		2.0
Student Council		
High School		4.0
Middle School		3.0
Elementary School		2.0
Debate		2.0
Academic Track		
Coordination		2.5
Performing		2.5
Testing		2.5
Spelling Bee		2.0
ADDITIONAL COMPENSATION FOR EXTRA DUTIES		
Activity Chaperone/Game Manager - per activity/all grade levels (All day events compensated double)		.13
Club Sponsorship		2.0
Dramatics (per play)		
High School		3.5
Middle School		2.0
Junior-Senior Prom Advisor		1.0
High School Band Director		* 7.5
Music Director	**	5.0
Special Education	***	7.0
Summer Parade		0.5
Yearbook Advisor		3.5

Notes:

- *High School Band Director: Additional compensation includes:
- Band preparation and performances for football season and homecoming parade and/or competitions
 - 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 teaching schedule, he 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 regular teaching schedule, he will receive compensation only for the Music Director rate.

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

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

NOTES REGARDING B SCHEDULE POSITIONS:

There shall be an increment of 0.4% of the base applied to each athletic/forensics coaching position for each year an individual has coached in a particular sport, maximum of ten (10) increments.

There shall be an increment of 0.4% of the base applied to each interscholastic position for each year an individual has coached in a particular position, maximum of three (3) 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 an hourly rate of 0.058% (\$19.85 for the 2011-2012 school years) of BA base salary.

Positions include:

- Hourly on staff substitute
- Driver's education
- Detention supervisor
- Resource hour supervisor
- Homebound teaching (plus mileage)

- Summer testing
 - Summer curriculum planning/training
 - MEAP teacher/summer school teacher
 - ELP (teaching and planning)
 - Mandatory meetings, outside the teacher's workday (IEPC, child study, 504, staffing, etc.) paid on half hour (1/2) hour increments. Anything less than 30 minutes will be paid 1/2 hour rate.
- II Positions paid on an annual basis shall be compensated at a rate of 2.75% of base.
- Positions include:
- Corridor/lunch supervision
 - Parking lot supervision
 - Noon recreation (per luncheon period)
 - Payment per preparation, in the event that a teacher agrees to more than three (3) preparations.
- III Extra days of teaching or counseling will be paid at the daily teacher rate for the individual.
- IV Mileage will be compensated at the IRS rate.
- V Club Sponsor: The formation of a club should be established prior to the start of a school year, when possible. Proposal for a club is to be made to the Superintendent through the building Principal on the approved form. The approval or denial of such request will be given to the teacher within 30 days.
- VI 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.

**BIRCH RUN AREA SCHOOLS
BIRCH RUN, MICHIGAN**

CLUB FORMATION

The formation of a club should be established prior to the start of the school year, when possible. Proposal for a club is to be made by a student, parent, or teacher to the building principal. Please complete the following information:

NAME OF PERSON SUBMITTING FORM: _____

INDICATE IF A STUDENT, PARENT OR TEACHER: _____

NAME OF CLUB: _____

CLUB ADVISOR: _____

PURPOSE OF THE CLUB: _____

GOALS OF THE CLUB: _____

MEETING DATES: _____

PLACE OF MEETINGS: _____

HOW DOES A STUDENT GAIN MEMBERSHIP INTO THE CLUB? _____

WILL THERE BE FUND-RAISERS? _____

IF YES TO FUND-RAISERS, WHAT WILL MONEY BE SPENT ON? _____

BUILDING PRINCIPAL APPROVAL: _____ DATE _____

SUPERINTENDENT'S APPROVAL: _____ DATE _____

**SCHEDULE C CALENDAR 2011-12
SCHOOL YEAR
BIRCH RUN AREA SCHOOLS**

Tuesday, Aug. 30	Teacher Work Day (7:30 a.m.-1:20 p.m.) (No Students)
Wednesday, Aug. 31	1 hour staff meeting
Wednesday, Aug. 31	PDD (7:30 a.m.-2:35 p.m.) (No Students)
	Open House MGMS – 5:00 p.m.-6:30 p.m.
	Open House BRHS – 5:30 p.m.-7:00 p.m.
	Open House North – 6:00 p.m.-7:30 p.m.
Thursday, Sept. 1	PDD (7:30 a.m.-2:35 p.m.) (No Students)
Tuesday, Sept. 6	First Instructional Day
Wednesday, Oct. 19	Fall Conferences (Students Full Day)
	Grades 1-4 – 5:00 p.m.-7:45 p.m.
	Grades 5-12 – 5:00-7:15 p.m.
Thursday, Oct 20	(Students a.m.)
	7:40 a.m.-10:55 a.m. High School
	7:55 a.m.-11:10 a.m. MGMS
	8:55 a.m.-12:10 p.m. North
	Fall Conferences
	Grades 1-4 – 12:45-4:00 & 5:00-7:45 p.m.
	Grades 5-12 – 12:15-4:00 & 5:00-7:15 p.m.
Friday, Oct. 21	PDD (7:30 a.m. – 2:35 p.m.) (No Students)
Wednesday, Nov. 23	Teacher Comp. Day (No School)
Thursday, Nov. 24	Thanksgiving (No School)
Friday, Nov. 25	Thanksgiving Vacation (No School)
Thursday, Dec. 1	End of First Trimester
Friday, Dec. 2	Records Day (7:30 a.m.-1:20 p.m.) (No Students)
Thursday, Dec. 22	Winter Vacation (No School)
thur Mon. Jan.2	
Tuesday, Jan. 3	Classes Resume
Friday, Feb. 17	PDD (7:30 a.m.-2:35 p.m.) (No Students)
Monday, Feb.20	Mid-Winter Break (No School)
Friday, March 9	End of 2 nd Trimester (Students a.m.)
	7:40 a.m.-10:55 a.m. High School
	7:55 a.m.-11:10 a.m. MGMS
	8:55 a.m.-12:10 p.m. North
	Teacher work time:
	11:30 a.m.-2:28 p.m. High School
	11:40 a.m.-2:38 p.m. MGMS
	12:45 p.m.-3:48 p.m. North
Thursday, March 15	Spring Conferences (Students a.m.)
	Spring Conferences
	Grades 1-4 12:45-4:00 & 5:00-7:45 p.m.
	Grades 5-12 12:15-4:00 & 5:00-7:15 p.m.
Friday, March 16	PDD (7:30 a.m.-2:35 p.m.) (No School)
Friday, March 30	Students a.m./1/2 Day Teacher Comp.
	7:40 a.m.-10:55 a.m. High School
	7:55 a.m.-11:10 a.m. MGMS
	8:55 a.m.-12:10 p.m. North
Monday, April 2 thru Monday, April 9	Spring Vacation (No School)
Tuesday, April 10	Classes Resume
Monday, May 28	Memorial Day (No School)
Friday, June 8	End of 3 rd Trimester
	Last Day of Instruction
	(Students a.m./1/2 Records Day)
	7:40 a.m.-10:55 a.m. High School
	7:55 a.m.-11:10 a.m. MGMS
	8:55 a.m.-12:10 p.m. North

PTC Schedule for Kindergarten Teachers shall be determined by the Kindergarten Teachers and Building Principals

APPENDIX A
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 fee 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 1

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 or 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 or 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 1, non-union employees shall give written notice to the Executive Director of MEA at 1216 Kendale Boulevard, PO 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/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 no-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.

APPENDIX B-1

**BIRCH RUN AREA SCHOOLS
Birch Run, Michigan**

Item: Personnel Procedures

PROCEDURE FOR AN EMPLOYEE TO FOLLOW WHEN REQUESTING TO REVIEW THEIR PERSONNEL FILE:

1. Request to review your file in writing to the Superintendent (acting as Personnel Administrator).
2. An appointment will be made with the Payroll/Personnel Clerk.
3. Review the file with the Superintendent or the Superintendent's designee.

If you have a question about the contents of your file, request the file be reviewed by an EA representative and the Superintendent.

Additionally, for your information, the following is what constitutes your personnel file:

1. Contracts
2. Certificates and licensing
3. Evaluations and appropriate supportive data
4. General Correspondence

Also, for your information, according to the "Bullard Plawecki Employee Right to Know Act" the following information is not included in the personnel file:

1. Employee references supplied to an employer.
2. Medical reports and records made or obtained by the employer if the records or reports are available to the employee from the doctor or medical facility involved.
3. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
4. Records maintained by an educational institution which are directly related to a student and are considered to be education records under Section 513(a) of Title 5 of the Family Educational Rights and Privacy Act of 1974, 20 U.S.c. 1232g.

If you have any questions regarding this procedure, please feel free to contact either the Superintendent or the BREA President.

For the Association

For the Board of Education

Date

Date

APPENDIX B-2

**BIRCH RUN AREA SCHOOLS
Birch Run, Michigan**

Item: Personnel Procedures

PROCEDURE FOR REQUESTING AN EMPLOYEE'S FILE (FROM THE PUBLIC):

1. The person requesting the information must complete the required paperwork (i.e., Freedom of Information act form).
2. Administration Office will notify the employee.
3. The BREA President or designee will be notified.
4. We have five (5) days to respond.
5. We will then request an additional ten (10) business day extension (because of "lack of clarity in the present law").
6. The district's legal counsel will be notified specific to the request.

If you have any questions regarding this procedure, please feel free to contact either the Superintendent or the BREA President.

For the Association

For the Board of Education

Date

Date

APPENDIX C-2

NEW TEACHER/MENTOR LOG

**BIRCH RUN AREA SCHOOLS
Birch Run, Michigan**

"Partners as Learners"

Mentor's Name: _____ School: _____

School Year: _____

Name of New Teacher/Mentee: _____ Probationary Year __1 __2 __3

Date	Time Met With Mentee	Mentor Initials	Mentee Initials

Signatures: _____
Mentor Teacher

Date: _____

New Teacher

Date: _____