

AGREEMENT

BETWEEN

**BIRCH RUN AREA SCHOOLS
BOARD OF EDUCATION**

AND

**BIRCH RUN
EDUCATION ASSOCIATION**

2005-2008

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

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AGREEMENT

This Agreement entered into this 29th day of August, 2006, 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. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance through the grievance procedure and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given opportunity to be present at such adjustment.

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

**ARTICLE II - PROFESSIONAL DUES, CREDIT UNION
AND ANNUITY PAYROLL DEDUCTIONS**

- A. Any teacher who is a member of the Association, or who applies for membership, may sign and deliver to the Board a statement authorizing deduction of professional dues in the Association which sum shall be the amount established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such dues from twenty (20) regular salary checks of the teacher, beginning with the 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. *In the event that a teacher shall not pay such representation benefit fee directly to the Association or authorize payment through payroll deductions, as provided in the above paragraphs, the Board shall cause the termination of employment of such teacher at the conclusion of the school year. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just cause for discharge from employment, since the establishment of said representation benefit fee is herewith deemed to be the sum required to*

insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

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

1. The Association shall notify the teacher and the Board of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
2. If the teacher fails to comply, the Association shall file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation benefit fee.

F. 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.

G. 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.
- H. Teachers may sign and deliver to the Board an authorization for electronic deposit of payroll checks to any financial institution.
- I. 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.

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 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 and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The teachers shall be entitled to full rights of citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board so long as this behavior does not jeopardize the education process. This provision is not intended to license the use of classroom teaching time for the advocacy to students of personal views on local school district issues.

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 -12 shall be twenty-five (25) 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 1-5 and blocks of not less than thirty (30) minutes for kindergarten. Exceptions may be made for the media center.
 2. In grades K-5 the remaining time shall be contact/teaching time.
 3. Classroom teachers in grades K-5 shall not be directed to teach the curriculum of elective teachers. This includes curriculum in Computers, Music, Art and Physical Education, nor shall they be assigned to the Media Center.
 4. It is recognized if any additional elective/specials classes are added, they will be taught by elective/specials teachers. It is also recognized if the state mandates new curriculum the regular classroom teacher may be required to teach the mandated curriculum.
 5. 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.

It is likewise understood that the work day for the 2005-2008 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 and will provide non-teaching monitors in school cafeterias to relieve teachers of lunch hour duties.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study 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. A teacher who is involuntarily reassigned shall, upon request, be released from any previous contractual or tenure obligation.
- E. Teaching loads shall be equalized so that no teacher in grades 6 through 12 shall be required to have more than three (3) academic preparations. In the event that a teacher agrees to more than three (3) preparations, he shall be compensated in addition to his base salary at the rate agreed upon in Schedule B. Advisory shall not be an academic preparation and shall not be considered as an extra preparation for compensation purposes.
- 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.

Teachers will not be required to maintain C-10's, CA 39's or CA 60's. Student files will be stored in the building office.

Teachers will not be required to score standard achievement tests.

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 B schedule.

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 three (3) 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. In regards to parent request for student placement, please refer to Appendix B.
- N. **LEAST RESTRICTIVE ENVIRONMENT/MEDICALLY FRAGILE**

- 1. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Team (IEPT) on an individual basis.

"Medically Fragile" is not a Special Education category, yet, the term "medically fragile" generally refers to persons with complex medical needs who require technology, specific services, or a form of on-going medical support for survival. Persons with severe chronic and progressive illnesses and severe disabilities may be included. A "medically fragile" student may be eligible for services due to 504 considerations or Special Education services as a Physically Impaired or Otherwise Health Impaired student.

"Low Incident Students" are those students with handicapped conditions that occur less frequently, such as physically impaired, visually impaired, hearing impaired, etc.

2. The building administrator or his designee will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. 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. An attempt shall be made to avoid excessive numbers in any particular class.
3. Although it is agreed that the special needs student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the district does agree to consider how the handicapped student's placement will affect teachers and other students when determining the special needs student's placement.
4.
 - a. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPT for that student. Written notification shall be given at least 48 hours prior to the IEPT meeting. The district shall provide release time for a teacher to attend an IEPT meeting which is scheduled during the time the teacher is assigned to teach a class and upon administrative approval, shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs students. If an IEPT meeting is held outside of the regular school day, all teachers not receiving 7% special education stipend who attend, shall be paid the hourly rate as indicated in Schedule B.
 - b. Other IEPT meetings shall be conducted in the same manner, except only one (1) regular education teacher will be required to attend the meeting, unless the superintendent's designee believes it is in the best interest of the student and teachers that all teachers receive pertinent information first-hand.
5. When determined by the IEPT, support personnel, curriculum materials, equipment, other necessary resources, or consultant assistance relevant to the student's needs will be arranged for by the special education director in a timely manner. No teacher shall be required to administer prescription drugs or to undertake certain procedures such as custodial care, school health services, suctioning, catheterization or the like.
6. In the event that an aide has been assigned to assist in the care of a student and that aide is unable to carry out assigned duties, a substitute will be provided.

7. If any teacher has a reasonable basis to believe that a special needs student's current IEP is not meeting the student's unique needs, he shall meet with the special education director to review and/or recommend changes. This meeting must be held within 10 days from such request. It is understood that a teacher may call an IEPT meeting at any time to address special circumstances which may arise in working with such special needs children. Timelines will be followed in line with Federal and State laws.

- 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.

- Q. It is hereby agreed upon by both parties that in the best interest of the educational program for students, a committee consisting of three (3) teachers from grades 6-12 and three (3) administrators will meet to determine whether or not to continue with the Channel One program. This committee will meet at least 45 days prior to the end of the current Channel One contract, unless an earlier meeting is requested by either party. The committee's recommendation will be presented to the Board of Education as an action item at a regularly scheduled Board meeting prior to the beginning of the next school year.

- 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. Insurance will be provided by the Board that covers loss of personal property of a teacher for fire, extended coverage and vandalism while on school property not to exceed \$1000. This does not include loss of money. The teacher must notify the principal in advance of when he/she is bringing something into the classroom valued over \$300 for educational purposes to determine the Board's willingness to accept liability.
- D. No provisions of this Article, paragraphs A, B and C, shall prevail where it is established that gross negligence, neglect of duty, or assault and battery on the teacher's part is involved. Obligations under this Section shall extend only to that portion of any such loss not covered by insurance taken out by the teacher and shall be payable only after the teacher has first exhausted all possibility of collecting for such loss under his own insurance, if any.

ARTICLE VIII - INSURANCE

- A. The Board agrees to furnish all teachers teaching four-fifths (4/5) or more the following fully-funded insurance protection. Those teaching less than 4/5 shall pay the pro-rata proportion of a full-time employee (i.e., a 3/5 time employee will pay 2/5 the cost of the insurance premium and the Board 3/5).

SUMMARY OF BENEFITS

PLAN A: MESSA PAK FOR EMPLOYEES ELECTING HEALTH INSURANCE

BENEFIT	PLAN
Health	MESSA Choices II Community Blue PPO, \$5.00/\$10.00 Rx Copay (includes \$5,000 with AD&D).
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
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
Delta Dental Plan Year - July Group # 6291-0002	50% Class 1A: 50% Class IB/50% Class 11/80% 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 Board will compute insurance premiums needed to provide insurance coverage for each employee from October 1st to September 30th and deduct from each employee's first twenty (20) paychecks the amount in excess of money provided in Paragraph A, above (if any) needed to provide coverage elected by the employee.
- C. 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.

**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.
6. Up to five (5) days may be used for family hardship or catastrophic occurrences.
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) days to be used for personal business. A personal business day may be used for any purpose at the discretion of the teacher.

A teacher planning to use a personal business leave day(s) shall notify his principal/supervisor at least five (5) days in advance, except in case of emergency. Personal business days shall not be taken immediately prior to winter or spring break.

Request for a personal day(s) will be accepted no earlier than thirty (30) calendar days prior to the day(s) requested. In the event this day falls on a weekend or vacation period, it will be the last scheduled day of school preceding the vacation period or weekend.

Priority for eligibility for personal business days shall be based on the date the application is received in the building principal's/supervisor's office. No more than ten (10) percent of the teaching staff per building may use personal days at the same time. If more than ten (10) percent of the teaching staff, in a building, apply for the same personal day(s), a drawing shall be conducted by an administrator and a representative of the BREA.

1. In the event there are excess unused days in any building, five (5) days prior to the intended personal business leave day, a staff member from another building may request to use that day. Provided, however, the use of an excess unused day from another building shall not result in an increase in the total days for the District. The total days for the District shall be determined on the official student count day mutually agreed upon by the superintendent and BREA in the fall of each school year by computing 10% percent of each building staff, as the days available per building. The sum of the building days, as determined on the official count day, will determine the total District-wide days.

2. Applications from other buildings will be placed on a waiting list according to application date. If two (2) or more people apply for the waiting list, on the same day, a drawing will be held by an administrator and a representative of the BREA.
3. Applicants will be notified after the five (5) day deadline.
4. Emergency day(s) are exempt from this procedure.

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

Any more than two (2) unused business 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 seven (0-7) 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 seven (7) 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. A maximum of five (5) days per school year per death in the immediate family upon approval of a Board representative. One (1) day 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. 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 last 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, grandparent and grandchild, and the ward of a legal guardian. The Board reserves the right to request proof of legal guardianship.

ARTICLE XI - TERMINAL LEAVE

A. In appreciation for services to the school district, a leave payment consisting of one-half the value of the unused accumulated leave shall be made up to a maximum of one hundred two (102) days upon a teacher's retirement from the system under provisions of the State Retirement Act, or upon a teacher's death. Provided, the teacher involved shall have been employed in the school district for six (6) years. Provided further, said payment will be made at the teacher's current salary.

1. SICK LEAVE RETIREMENT PAY

- All teachers hired for the 1997-98 school year and for the duration of this contract, will begin a terminal pay-out plan upon conditions of retirement.
- New terminal pay-out plan:

If a teacher has more than sixty (60) days of accumulated sick leave at the time of retirement from the district under provisions of the State Retirement Act, the Board will pay for fifty (50) sick leave days at the following rate:

\$50 x 50 days for having accumulated:	60-100 sick leave days
\$55 x 50 days for having accumulated:	101-130 sick leave days
\$60 x 50 days for having accumulated:	131-160 sick leave days
\$65 x 50 days for having accumulated:	161-190 sick leave days
\$70 x 50 days for having accumulated:	191+ sick leave days

2. TERMINAL PAY-OUT PLAN - JULY 1997

- All teachers hired before July 1, 1997, who have accumulated at least 25 sick days are eligible for the sick leave retirement cross-over plan.
- If they desire to change over, they must notify in writing the Personnel Office within forty-five (45) days of ratification by both parties.
- In future years, teachers must notify the Personnel Office by April 1 if they wish to change over for the following year.
- Teachers electing to be in the new sick leave retirement system begin the 1997-98 school year on the new sick leave retirement pay system.
- Teachers agreeing to crossing over to the new plan begin the 1997-98 school year with twenty (20) sick days total.
- Compensation
 1. 25% of eligible days (up to 102) times the per diem rate.
 2. Pay-out payments will be made in two equal installments. The first pay period of December and the first pay period of January immediately following retirement.*

3. Teachers who are retiring and notify the District by February 15 of the year of retirement shall receive a stipend of six hundred dollars (\$600.00) to be paid in July of the year of retirement. Teachers who are retiring and notify the District by March 15 of the year of retirement shall receive a stipend of three hundred dollars (\$300.00) to be paid in July of the year of retirement.

* Two equal installments to a TSA may be made in lieu of cash.

- 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 September 30th 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--September 30th--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 – REDUCTIONS

- A. It is hereby recognized that it is within the sole discretion of the Board of Education to reduce the education program, curriculum and staff.
- B. As soon as the names/positions of the teachers to be laid off are known, a list of such names shall be given to the Association.
- C. Teachers shall be assigned to their positions based upon majors, minors, certification and experience in the grades/subject area. All of these things being equal, seniority will be the deciding factor.
- D. 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.
- E. If it becomes necessary to reduce the educational program, curriculum and staff when funds are not available or when there occurs a decrease in enrollment, the following procedure for layoff or reduction shall be as follows:
1. Teachers shall be laid off in inverse order of seniority, i.e., those with the least seniority are to be laid off first. If a teacher scheduled for layoff cannot be replaced by a bargaining unit member with more seniority that is certified and qualified, the teacher scheduled for layoff shall be retained unless the position the teacher is vacating is being eliminated.

2. If an educational program/position is being eliminated, the teacher of the program/position being eliminated shall have the right to fill a teaching position held by a less senior teacher for which they are certified and qualified.
 3. A teacher who is being laid off shall have the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority.
- F. Teachers who are laid off shall be recalled to vacant positions that the Board of Education has determined to fill, based upon majors, minors, certification and experience in the grades/subject area. If these factors are equal, seniority shall be the deciding factor. Teachers who are laid off and acquire new certification may only use their seniority for new openings and may not bump another teacher.
- G. In the event of layoff, the Board will maintain a complete list of available laid-off teachers. When layoffs/reductions occur the following procedure shall be used:
1. Post all vacancies to staff.
 2. Staff members may apply for vacancies for which they are certified and qualified.
 3. Vacancies are filled by certification/seniority.
 4. Staff who are displaced due to elimination of their position may apply for a posted vacancy or bump a bargaining unit member with less seniority for whose positions they are certified and qualified.
 5. Laid off bargaining unit members who are later recalled may be assigned a position not previously held.
- H. 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.
- I. All teachers so affected will be notified in writing of the date, place and time of the drawing and will personally draw a slip.
- J. 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.
- K. If, in the event a teacher(s) affected does not attend the drawing, a representative of the Association shall draw for the teacher(s).
- L. After each such drawing, a new seniority list shall be developed by the Board and a copy shall be presented to the Association.

- M. 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.
- N. 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.
- O. Seniority does not determine placement on salary schedule.
- P. 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 - TRANSFERS, VACANCIES AND PROMOTIONS

- A. Since the frequent transfers of teachers from one school to another is disruptive to the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be avoided.
- B. In the event there is a reduction in bargaining unit positions that require a teacher to transfer and there are no volunteers, the teacher with the least district seniority in the grade/subject reduced shall be the one to transfer. In the event of a staff reduction, the district shall keep the most senior teachers who are certified and qualified as per Article XII.
- C. In the event a teacher is successful in having a part of his teaching certificate nullified and such nullification results in that teacher having to be removed from an assignment which he held because of the newly nullified certification, said teacher shall be allowed to transfer to a vacancy for which he is presently certified to fill. Should there be no vacancy to which the teacher can transfer, the teacher shall be laid off.
- D. Whenever a vacancy in a bargaining unit position in the district shall occur, 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. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for five (5) school days.
 - 1. In order not to disrupt the educational process, vacancies which occur during the school year shall 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 new position.
 3. A "Temporary vacancy" shall be defined as a bargaining unit position held by a bargaining unit member on a leave of absence.
 4. A "Permanent vacancy" shall be defined as a newly created bargaining unit position or vacancy because of resignation, retirement, transfer, dismissal for cause, or death of a person assigned to said bargaining unit position.
- E. Summer vacancies shall be reported to the Association President and mailed to all employees in a timely manner. Such matters shall not be subject to the grievance procedure.
- F. For extra duty assignments within Schedule B and to minimize delays, the following procedure is to be followed. This procedure is to include positions such as corridor/lunch supervision, parking lot supervision, noon recreation, resource, clubs, etc. The building principal shall:
1. Post the position within the building affected for a period of five (5) days. A copy of the posting shall be sent to the business office when the posting occurs.
 2. If no BREA member(s) are interested in the building where the opening occurs, the building principal shall post the position(s) in the other buildings.
 3. If no BREA member in other buildings is interested, posting outside the BREA shall be considered.
 4. Once an assignment is made, the building principal shall forward a completed contract rider to the business office.
- G. The Board will attempt to fill vacant positions as quickly as possible.
- H. The Board recognizes the principle of promotion from within the school system and will consider any qualified and interested applicant. The applicant will be notified of any action taken by the Board.

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 mutual consent.

A grievance must be processed within thirty (30) days from the date of the alleged occurrence or within thirty (30) days from the date of the teacher's first knowledge of the alleged violation, except that if the grievance is filed on or after June 1st, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

- a. An employee with a grievance shall submit it, in writing, on the form provided, to his immediate supervisor, principal, or other designated administrator, individually, together with his Association representative or through the Association representative. In all cases, the grievant must be identified by name 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. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- d. 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.

The following language shall be set aside so long as PA 112 is in effect. Should PA 112 be repealed or modified to change or remove the strike penalty section, this language shall be reinstated in the contract.

“Failure shall be cause for severe penalty to be decided by a joint committee consisting of three (3) members of the Board of Education and three (3) members of the Executive Board of the Association. A second violation may be cause for immediate dismissal.”

ARTICLE XVI - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. 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. 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) 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 a party to the agreement.
- 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 Public Act 239 of 1984, as amended, does not require the first two "Act of God" days called during any school year to be made up and the board shall not require the teachers to do so. It is understood that the teachers shall not lose any compensation for the first two "Act of God" days called during any school year. Any "Act of God" days over and above these two days during any school year shall be made up with no additional compensation. If public Act 239 of 1984, as amended, changes and does not require the make-up of "Act of God" days, the board shall not require teachers to make them up.
- E. The scheduled end of the first semester record keeping day for teachers will be conducted as scheduled provided all the first semester examinations in the high school have been completed. In the event all the first semester examinations have not been completed as scheduled, the record keeping day will be the first work day after the completion of the high school first semester 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. The Board may dismiss, transfer or reassign extracurricular duties of teachers. Such dismissal, transfer or reassignment may be processed through the Board of Education level of the grievance procedure but shall not be processed to arbitration. The dismissal, transfer or reassignment of Special Education teachers and/or Music Directors shall be subject to the provisions of the grievance procedure.
- D. 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. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eaves dropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- 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 without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to Article XIV (Grievance Procedure).
- D. It is the policy of the Board that all non-tenure teachers will be formally evaluated at least once each semester and all tenured teachers at least once each three years. There shall be at least two (2) classroom observations conducted not less than sixty (60) days apart and shall not be done within three (3) days before winter recess or spring break. A written evaluation shall be given to and discussed with the teacher no later than June 1.
- E. Evaluation and dismissal of probationary teachers during their first two years of employment by the Board may be processed to the Board of Education but shall not be processed to arbitration.
- F. The current teacher evaluation (included in Appendix C) shall be in effect for the duration of the contract.

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 or pupil, unless requested by such individual.
- B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. 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

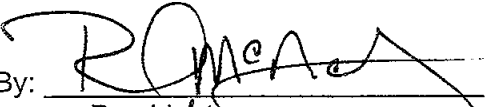
contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- 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.

ARTICLE XXIII - DURATION

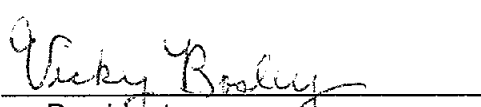
This Agreement shall be effective as of ratification and signature by the parties and shall continue in full force and effect until 11:59 p.m., August 15, 2008.

BIRCH RUN BOARD OF EDUCATION

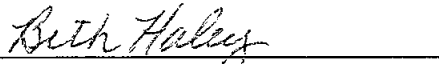
By: 
President

Date: 12/18/06

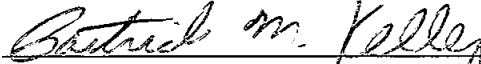
BIRCH RUN EDUCATION ASSOCIATION

By: 
President

Date: 8-29-06

By: 
Secretary

Date: 12-18-06

By: 
Secretary

Date: 8-29-06

2005-2006 SALARY SCHEDULE

Step	BA	BA+23	MA	MA+30
1.0	32,882	34,000	35,305	36,423
1.5	33,749	34,867	36,192	37,310
2.0	34,303	35,421	36,752	37,870
2.5	35,100	36,218	37,595	38,713
3.0	35,894	37,012	38,440	39,558
3.5	36,730	37,848	39,326	40,444
4.0	37,564	38,682	40,211	41,329
4.5	38,436	39,553	41,137	42,255
5.0	39,307	40,425	42,062	43,180
5.5	40,222	41,340	43,034	44,152
6.0	41,137	42,255	44,004	45,122
6.5	42,096	43,214	45,020	46,138
7.0	43,052	44,169	46,036	47,154
7.5	44,059	45,177	47,102	48,220
8.0	45,062	46,179	48,166	49,284
8.5	46,116	47,234	49,279	50,397
9.0	47,168	48,285	50,396	51,514
9.5	48,269	49,387	51,656	52,683
10.0	51,758	52,875	55,280	56,398
10.5	52,833	53,951	56,452	57,569
11.0	54,039	55,157	57,717	58,835
11.5	55,115	56,232	58,889	60,006
12.0	56,425	57,543	60,267	61,385
12.5	56,547	57,664	60,386	61,504
13.0	57,986	59,104	61,834	62,952
*13.0	58,566	59,695	62,452	63,582

*Teachers received steps for 2005-06.

*Teachers not receiving a step on the salary schedule will be paid a one time off schedule payment of \$1,500.

*1% added to step *13 and will be used for calculating step 13 in 2006-07.

2006-07 SALARY SCHEDULE

2.00%

Step	BA	BA+23	MA	MA+30
1.0	33,540	34,680	36,011	37,151
1.5	34,424	35,564	36,916	38,056
2.0	34,989	36,129	37,487	38,627
2.5	35,802	36,942	38,347	39,487
3.0	36,612	37,752	39,209	40,349
3.5	37,465	38,605	40,113	41,253
4.0	38,315	39,456	41,015	42,156
4.5	39,205	40,344	41,960	43,100
5.0	40,093	41,234	42,903	44,044
5.5	41,026	42,167	43,895	45,035
6.0	41,960	43,100	44,884	46,024
6.5	42,938	44,078	45,920	47,061
7.0	43,913	45,052	46,957	48,097
7.5	44,940	46,081	48,044	49,184
8.0	45,963	47,103	49,129	50,270
8.5	47,038	48,179	50,265	51,405
9.0	48,111	49,251	51,404	52,544
9.5	49,234	50,375	52,596	53,737
10.0	52,793	53,933	56,386	57,526
10.5	53,890	55,030	57,581	58,720
11.0	55,120	56,260	58,871	60,012
11.5	56,217	57,357	60,067	61,206
12.0	57,554	58,694	61,472	62,613
12.5	57,678	58,817	61,594	62,734
13.0	59,737	60,889	63,701	64,853

2007-08 SALARY SCHEDULE**1.8%**

Step	BA	BA+23	MA	MA+30
1.0	34,143	35,304	36,659	37,820
1.5	35,044	36,204	37,580	38,741
2.0	35,619	36,780	38,162	39,323
2.5	36,446	37,607	39,037	40,198
3.0	37,271	38,432	39,915	41,075
3.5	38,139	39,300	40,835	41,995
4.0	39,005	40,166	41,753	42,914
4.5	39,910	41,070	42,715	43,876
5.0	40,815	41,976	43,675	44,836
5.5	41,765	42,926	44,685	45,846
6.0	42,715	43,876	45,692	46,853
6.5	43,711	44,872	46,747	47,908
7.0	44,703	45,863	47,802	48,963
7.5	45,749	46,910	48,909	50,070
8.0	46,791	47,950	50,014	51,175
8.5	47,885	49,046	51,169	52,330
9.0	48,977	50,137	52,329	53,490
9.5	50,121	51,281	53,543	54,704
10.0	53,743	54,903	57,401	58,561
10.5	54,860	56,021	58,617	59,777
11.0	56,112	57,273	59,931	61,092
11.5	57,229	58,389	61,148	62,308
12.0	58,589	59,750	62,579	63,740
12.5	58,716	59,876	62,702	63,863
13.0	60,812	61,985	64,848	66,021

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 sixteenth year of service and continuing each subsequent year.

2005-08	\$40/year of service
	16-20 years
	\$50/year of service
	21 years 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
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
INTERSCHOLASTIC	
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 six (6) 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% (\$19.07 for the 2005-06 school year, \$19.45 for the 2006-07 school year and \$19.80 for the 2007-08 school year) 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 2005-06 SCHOOL YEAR
BIRCH RUN AREA SCHOOLS**

Monday, August 22	PDD (7:30A.M.-2:30P.M.)(No Students)
Tuesday, August 23	½ PDD (7:30A.M.-10:30A.M.) Teacher Workday (10:30A.M.-3:00 P.M.)(No Students)
Wednesday, August 24	First Instructional Day
Friday, September 2	Labor Day Vacation (No School)
Monday, September 5	Labor Day (No School)
Tuesday, September 13	Open House MGMS- 6:00P.M.-7:30P.M.
Wednesday, September 14	Open House BRHS – 6:00P.M.-7:30P.M.
Thursday, September 15	Open House North – 6:00P.M.-7:30P.M.
Friday, September 23	Students A.M./½ PDD
Friday, October 14	PDD (No Students)
Friday, October 28	End of 1 st Marking Period
Wednesday, November 9	Fall conferences (Students Full Day) Gr. 1- 4 – 5:00-7:45 P.M. Gr. 5-12 – 5:00-7:15 P.M.
Thursday, November 10	(Students A.M.) 7:30 - 10:50 A.M. High School 7:40 - 11:00 A.M. MGMS 8:45 - 12:05 A.M. North Fall Conferences Gr. 1- 4 – 12:45-4:00 & 5:00-7:45 P.M. Gr. 5-12 – 12:15-4:00 & 5:00-7:15 P.M.
Friday, November 11	Teacher Comp Day (No School)
Thursday, November 24	Thanksgiving (No School)
Friday, November 25	Thanksgiving Vacation (No School)
Friday, Dec. 23-Mon. Jan. 2	Winter Vacation (No School)
Tuesday, January 3	Classes resume
Thursday, January 19	End of 2 nd Marking Period/End of 1 st Semester
Friday, January 20	½ PDD / ½ Records Day (No Students)
Friday, February 17	Students A.M./ ½ PDD
Monday, February 20	Mid-Winter Break (No School)
Friday, March 24	Students A.M. / ½ PDD / End of 3 rd Marking Period
Thursday, April 6	Spring Conferences (Students A.M.) 7:30-10:50 A.M. High school 7:40-11:00 A.M. MGMS 8:45-12:05 A.M. North Gr. 1- 4 12:45 – 4:00 & 5:00-7:45 P.M. Gr. 5-12 12:15 – 4:00 & 5:00-7:15 P.M.
Friday, April 7	Students A.M. / ½ Day Teacher Comp
Friday, April 14 –Fri. Apr 21	Spring Vacation (No School)
Friday, April 28	Students A.M. / ½ PDD
Monday, May 29	Memorial Day (No School)
Friday, June 2	End of 4 th Marking Period/End of 2 nd Semester Last day of instruction (Students A.M./ ½ Records Day)

**SCHEDULE C
CALENDAR 2006-07 SCHOOL YEAR
BIRCH RUN AREA SCHOOLS**

Tuesday, August 29	PDD (7:30am-2:35pm)(No Students)
Wednesday, August 30	PDD (7:30am-2:35pm)(No Students)
Thursday, August 31	Teacher Work Day (7:30am-1:20pm)(No Students) 1 hour staff meeting
Tuesday, September 5	First Instructional Day
Tuesday, September 12	Open House MGMS- 6:00pm-7:30pm
Wednesday, September 13	Open House BRHS – 6:00pm-7:30pm
Thursday, September 14	Open House North – 6:00pm-7:30pm
Friday, September 22	Students A.M./ ½ PDD
Friday, November 3	End of 1 st Marking Period
Wednesday, November 8	Fall conferences (Students Full Day) Gr. 1-4 – 5:00-7:45 pm Gr. 5-12 – 5:00-7:15 pm
Thursday, November 9	(Students A.M.) 7:30 -10:55 am High School 7:40 –11:05 am MGMS 8:45 –12:10 am North Fall Conferences Gr. 1-4 – 12:45-4:00 & 5:00-7:45 pm Gr. 5-12 – 12:15-4:00 & 5:00-7:15 pm
Friday, November 10	Teacher Comp Day (No School)
Thursday, November 23	Thanksgiving (No School)
Friday, November 24	Thanksgiving Vacation (No School)
Friday Dec. 22-Mon. Jan. 1	Winter Vacation (No School)
Tuesday, January 2	Classes resume
Monday, January 15	PDD (7:30am-2:35 pm) (No students)
Thursday, January 18	End of 2 nd Marking Period/End of 1 st Semester
Friday, January 19	Records Day (7:30-1:20pm)(No Students)
Friday, February 16	Students A.M./ ½ PDD
Monday, February 19	Mid-Winter Break (No School)
Thursday, March 8	PDD (7:30am-2:35 pm) (No students)
Friday, March 9	No School
Friday, March 30	End of 3 rd Marking Period
Wednesday, April 4	Spring Conferences (Students A.M.) 7:30-10:55 am High school 7:40-11:05 am MGMS 8:45-12:10 pm North Gr. 1-4 12:45 – 4:00 & 5:00-7:45 pm Gr. 5-12 12:15 – 4:00 & 5:00 – 7:15 pm
Thursday, April 5	Students A.M. / ½ Day Teacher Comp
Friday, April 6 –Fri. Apr 13	Spring Vacation (No School)
Monday, May 28	Memorial Day (No School)
Friday, June 8	End of 4 th Marking Period/End of 2 nd Semester Last day of instruction (Students A.M./ ½ Records Day)

*Kindergarten schedule shall be determined by the kindergarten teachers/principal.

*This calendar reflects the addition of 6 minutes per day, no additional total teacher work hours per year from the previous calendar.

**SCHEDULE C
CALENDAR 2007- 08 SCHOOL YEAR
BIRCH RUN AREA SCHOOLS**

Tuesday, August 28	PDD (7:30am-2:35pm)(No Students)
Wednesday, August 29	PDD (7:30am-2:35pm)(No Students)
Thursday, August 30	Teacher Work Day (7:30am-1:20pm)(No Students) 1 hour staff meeting
Tuesday, September 4	First Instructional Day
Tuesday, September 11	Open House MGMS- 6:00pm-7:30pm
Wednesday, September 12	Open House BRHS – 6:00pm-7:30pm
Thursday, September 13	Open House North – 6:00pm-7:30pm
Friday, September 21	Students A.M./ ½ PDD
Friday, November 2	End of 1 st Marking Period
Wednesday, November 7	Fall conferences (Students Full Day) Gr. 1-4 – 5:00-7:45 pm Gr. 5-12 – 5:00-7:15 pm
Thursday, November 8	(Students A.M.) 7:30 -10:55 am High School 7:40 –11:05 am MGMS 8:45 –12:10 am North Fall Conferences Gr. 1-4 – 12:45-4:00 & 5:00-7:45 pm Gr. 5-12 – 12:15-4:00 & 5:00-7:15 pm
Friday, November 9	Teacher Comp Day (No School)
Thursday, November 22	Thanksgiving (No School)
Friday, November 23	Thanksgiving Vacation (No School)
Monday, Dec. 24-Tue. Jan. 1	Winter Vacation (No School)
Wednesday, January 2	Classes resume
Thursday, January 17	End of 2 nd Marking Period/End of 1 st Semester
Friday, January 18	Records Day (7:30-1:20pm)(No Students)
Monday, January 21	PDD (7:30am-2:35pm) (No students)
Friday, February 15	Students A.M./ ½ PDD
Monday, February 18	Mid-Winter Break (No School)
Thursday, March 20	PDD (7:30am-2:35 pm) (No students)
Friday, March 21-March 28	Spring Vacation (No School)
Friday, April 4	End of 3 rd marking period
Thursday, April 10	Spring Conferences (Students A.M.) 7:30-10:55 am High school 7:40-11:05 am MGMS 8:45-12:10 pm North Gr. 1-4 12:45 – 4:00 & 5:00-7:45 pm Gr. 5-12 12:15 – 4:00 & 5:00 – 7:15 pm
Friday, April 11	Students A.M. / ½ Day Teacher Comp
Friday, April 25	No School
Monday, May 26	Memorial Day (No School)
Friday, June 6	End of 4 th Marking Period/End of 2 nd Semester Last day of instruction (Students A.M./ ½ Records Day)

*Kindergarten schedule shall be determined by the kindergarten teachers/principal.

*This calendar reflects the 6 minutes added per day in the 2006-07 calendar, no additional total teacher work hours per year from the previous calendar.

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

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

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

APPENDIX B
MARSHALL GREENE MIDDLE SCHOOL/NORTH ELEMENTARY
TEACHER REQUESTS

STUDENT NAME _____

GRADE ENTERING _____

Staff members collaborate to discuss and decide where the children should be placed next year. There are several factors to consider: achievement levels, special or additional instructional needs or assignments, gender, past retentions, sibling and student combinations, balance of class size, student's learning style, and other reasons deemed important by the teacher, parent and student.

As you can see, the staff at Birch Run Area Schools take class assignment for your child very seriously. Parent requests for specific teachers are permitted, but, not required.

Consistent with our desire to be sensitive to the needs of the children, we accept parental requests for classroom teachers subject to the following conditions:

1. The deadline for requests is June 15. No priority is given regarding the date of request. Requests must be in writing and signed. If a request is made after the deadline, it will not be considered.
2. Requests cannot be guaranteed due to the many factors which must be considered. We reserve the right to assign specific classrooms and teachers.
3. A minimum of two (2) teachers **MUST** be listed, three are advised. Requests with only one name requested will be disregarded.
4. A brief reason for requesting a specific placement is helpful.

Requests in order of preference:

1. _____
2. _____
3. _____

Reason for request:

I have read the guidelines for student assignment:

Parent Name: _____

Parent Signature: _____

Telephone Number: _____ Date: _____

RETURN THIS FORM TO THE SCHOOL OFFICE NO LATER THAN JUNE 15.

APPENDIX C

**TEACHER EVALUATION REPORT
BIRCH RUN AREA SCHOOLS**

The ultimate goal of all true teacher evaluations is to bring about improvement in instruction.

On this form I have tried to indicate my professional opinions concerning your work. A copy of this report becomes part of your permanent record and is filed in your file in the office. I therefore strongly encourage you to discuss with me any part of this evaluation you do not understand or with which you do not agree.

Respectfully,

Principal

TEACHER: _____

SCHOOL YEAR _____

ASSIGNMENT _____
(Grade or Subject)

BUILDING _____

PRESENT STATUS: (check one)

- Probationary Teacher _____
- 1st Year _____
- 2ND Year _____
- 3rd Year _____
- 4th Year _____
- Probation (2 Year-Tenure Transfer) _____
- Tenure Teacher _____

Classroom Visitation Dates:

CODE: AB--Above Average
 A--Average
 NI--Needs Improvement
 U--Unsatisfactory
 O--Item Not Observed or Used

PERSONAL CHARACTERISTICS

	AB	A	NI	U	O
1. Maintains a standard of dress consistent with the expectations of the profession and the school district.	---	---	---	---	---
2. Demonstrates emotional stability, poise and self-confidence in the classroom.	---	---	---	---	---
3. Gives evidence of good health.	---	---	---	---	---
4. Makes use of a sense of humor.	---	---	---	---	---
5. Is punctual in getting to work, classes, and meetings.	---	---	---	---	---
6. Shows a sense of fairness and justice; establishes effective relationship with pupils.	---	---	---	---	---
7. Voice is pleasant, distinct and well-l modulated.	---	---	---	---	---
8. Accepts constructive criticisms.	---	---	---	---	---
9. Speaks and writes with the correct use of the English language.	---	---	---	---	---

COMMENTS:

TEACHER EFFECTIVENESS

		AB	A	NI	U	O
1.	Provide clear and complete explanations.	—	—	—	—	—
2.	Pupils are met in a friendly and professional manner.	—	—	—	—	—
3.	Provides an attractive, pleasant and inviting room.	—	—	—	—	—
4.	Assigned tasks are purposeful and functional in nature.	—	—	—	—	—
5.	Communicates effectively with pupils; brings out communication skills in students.	—	—	—	—	—
6.	Classroom management and discipline are effective. Pupils exhibit an attitude of mutual respect.	—	—	—	—	—
7.	Gives evidence of planning ability; well organized.	—	—	—	—	—
8.	Recognizes and utilizes learning through many approaches.	—	—	—	—	—
9.	Demonstrates skill in evaluation.	—	—	—	—	—
10.	Teaching reflects an understanding of individual differences.	—	—	—	—	—
11.	Teaching techniques promote enthusiasm among students.	—	—	—	—	—
12.	Classroom leadership is evident.	—	—	—	—	—

COMMENTS:

PROFESSIONALISM

		AB	A	NI	U	O
1.	Establishes effective relationships with staff; actively seeks opportunities to work cooperatively with others.	___	___	___	___	___
2.	Demonstrates effective relationships with parents.	___	___	___	___	___
3.	Shows initiative; eager to assume responsibilities.	___	___	___	___	___
4.	Understands and adheres to conditions of master contract and school policies.	___	___	___	___	___

COMMENTS:

PRINCIPAL'S RECOMMENDATIONS

(SUMMARY)

I have had an opportunity to examine this evaluation. My comments are enumerated below. Areas of disagreement are so noted. I have received a copy of this evaluation.

Date received: _____

TEACHER'S COMMENTS:

ADDITIONAL PRINCIPAL COMMENTS:

Date of Conference: _____

Teacher's Signature: _____

Principal's Signature: _____

CRITERIA FOR TEACHER EVALUATION BIRCH RUN AREA SCHOOLS

The following is the criteria expected for a satisfactory mark on the Birch run Area Schools Teacher Evaluation Form:

PERSONAL CHARACTERISTICS

1. Maintains a standard of dress consistent with the expectations of the profession and the school district.

The instructor maintains a high degree of professionalism in his/her dress and appearance. Clothing is modest, well kept, and appropriate to the assigned activity. The teacher's personal hygiene is important.

2. Demonstrates emotional stability, poise, and self-confidence in the classroom.

The instructor is emotionally mature in the classroom. The instructor shows a controlled, consistent temperament throughout the daily assignment. The instructor does not display negative emotions in stressful situations, i.e., screaming, yelling, etc.

3. Gives evidence of good health.

The instructor recognizes the negative impact of his/her absenteeism and is present on a regular, consistent basis.

4. Makes use of a sense of humor.

The instructor is comfortable to laugh at himself/herself and with the students.

5. Is punctual in getting to work, classes and meetings.

The instructor is punctual so that school classes and meetings may begin on time.

6. Shows a sense of fairness and justice; establishes effective relationship with pupils.

The instructor treats all students with respect and dignity in an honest, positive, caring manner.

7. Voice is pleasant, distinct and well-modulated.

The instructor speaks in a clear, pleasant, expressive manner. Students are able to understand the instructor. The instructor's voice quality does not interfere with the learning process.

8. Accepts constructive criticism.

The instructor is open to suggestions or viewpoints which would be helpful in improving his/her teaching or performance as a staff member.

9. Speaks and writes with the correct use of the English language.

In written expression the instructor demonstrates the proper use of grammar, spelling, and mechanics in a neat and legible manner. In oral communication the instructor uses correct pronunciation, vocabulary and syntax.

The following is the criteria expected for a satisfactory mark on the Birch Run Area Schools Teacher Evaluation Form:

TEACHER EFFECTIVENESS

1. Provide clear and complete explanations.

The instructor provides understandable directions and instruction in a meaningful, purposeful way. Lessons provide information in the language of the learner with a clear beginning and ending. Examples are used to aid the learner in processing information.

2. Pupils are met in a friendly and professional manner.

The instructor treats students with equity, dignity and respect in a friendly, positive way in and out of the classroom. The use of sarcasm and shame is unprofessional and unacceptable conduct in dealing with students.

3. Provides an attractive, pleasant and inviting room.

The instructor maintains an organized, tidy and attractive classroom. The classroom's physical setting reflects the content area taught and/or desired learner outcomes. Where practicable, student work is displayed. Bulletin boards are utilized in a current, timely fashion.

4. Assigned tasks are purposeful and functional in nature.

The instructor teaches to an objective and all activities match the objective. Learning is meaningful and appropriate.

5. Communicates effectively with pupils; brings out communication skills in students.

The instructor uses language and concepts appropriate to the students' level of understanding and checks to see that students are comprehending. The instructor provides instruction in oral and written communication skills and encourages classroom interaction.

6. Classroom management and discipline are effective. Pupils exhibit an attitude of mutual respect.

The instructor establishes and communicates clear, appropriate classroom rules and procedures consistent with building and district policies. The rules and procedures are monitored and enforced in a consistent manner. The instructor assumes the primary responsibility for student discipline. The classroom is effectively organized and managed to facilitate the teaching and learning process.

7. Gives evidence of planning ability; well organized.

The instructor shows evidence of well-organized lessons through written documentation (i.e., plan book). Written plans are thorough, understandable and completed weekly so that objectives can be taught by another person. Long-range planning includes provisions to meet district curriculum requirements.

8. Recognizes and utilizes learning through many approaches.

The instructor recognizes the need to accommodate students' different learning styles by using various delivery systems. The instructor monitors student progress to ensure student participation. The instructor gathers appropriate materials to meet the students' needs and the learning objectives.

9. Demonstrates skill in evaluation.

The instructor evaluates student learning by using a variety of methods to assess student performance. The instructor's evaluations are appropriate to the objectives being taught and are reliable measures of student learning. The instructor continuously records student progress and employs a grading process that is systematic, mathematically accurate, and consistent with district and building policies. The instructor utilizes the evaluation results to make appropriate plans for future instruction.

10. Teaching reflects an understanding of individual differences.

The instructor recognizes and respects student differences in ability and potential by adjusting instruction to meet the educational needs of all students. The instructor adapts and modifies lessons to accommodate student strengths and weaknesses. The instructor assumes responsibility for all the students in his/her classroom.

11. Teaching techniques promote enthusiasm among students.

The instructor is successful in attaining students, interest and involvement in the lesson through the use of effective materials, teaching styles and personal characteristics.

12. Classroom leadership is evident.

In all classroom responsibilities the instructor is goal oriented and focused. The instructor demonstrates personal excellence and encourages excellence from students. The instructor exemplifies the belief that all children can and will learn.

The following is the criteria expected for a satisfactory mark on the Birch Run Area Schools Teacher Evaluation Form:

PROFESSIONALISM

1. Establishes effective relationships with staff, actively seeks opportunities to work cooperatively with others.

The instructor articulates ideas without giving offense, listens to other viewpoints without taking offense, and willingly puts his/her own need aside for the sake of the cooperative effort. The instructor shares materials and methods, assists and supports colleagues, accepts responsibility, actively seeks assistance from others, and participates to improve the quality of education.

2. Demonstrates effective relationships with parents.

At meetings, open houses, parent teacher conferences, in telephone conversations and written communications, the instructor demonstrates a willingness to earn parent support. The instructor operates in a proactive way to report informatively, constructively, and accurately to parents in an ongoing manner. The instructor respects student/parent confidentiality at all times.

3. Shows initiative; eager to assume responsibilities.

The instructor actively and eagerly accepts responsibilities at two levels; At the classroom level, the instructor willingly seeks whatever information or assistance is necessary for the children's best education and welfare through parents, support personnel, testing, professional development, etc. At the district level, the instructor willingly participates on building or district committees as part of his/her responsibility as a professional teacher and staff member.

4. Understands and adheres to conditions of master contract and school policies.

The instructor enforces all policies and procedures adopted at the building or district level and communicates with parents and community the support of all adopted policies and procedures.

**TEACHER PERFORMANCE
INDIVIDUALIZED DEVELOPMENT PLAN
BIRCH RUN AREA SCHOOLS**

Date: _____ Teacher: _____
Probationary Teacher __ Tenured Teacher __

GOALS AND SUGGESTIONS ON WAYS TO IMPROVE PERFORMANCE

Statements shall be written in the following manner: Reference to section and Item in evaluation form, goal desired, and suggestions on ways to achieve goal.

Note: Additional pages may be added to this form
Additional pages shall be labeled: IDP, name of teacher and date..

Teacher Acknowledgment Statement

The district has sought my input of this IDP. I understand that if there are items not included in this IDP that I think should be included, I can submit those items in writing within thirty (30) days of the date of this IDP.

Signatures: Teacher _____ Date _____
 Administrator _____ Date _____
 BREA Representative _____ Date _____

Copies: Teacher
Personnel File
Adminstrator

APPENDIX D-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 D-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 E-1
BIRCH RUN AREA SCHOOLS
Birch Run, Michigan**

**MENTOR TEACHER
ACKNOWLEDGMENT/RECOGNITION**

_____ check one: _____ 1st year
Name of Mentor _____ 2nd year
_____ 3rd year

_____ Name of Teacher (Mentee)

Please choose one of the following options:

- ___ 1) \$250 for the first year; \$150 the second year; \$100 the third year—
 - ___ a. to be received in my payroll check as additional income.
 - ___ b. to be used for teaching supplies (I will provide receipts).
Check to be issued after receipts are submitted.
 - ___ c. combination of (a) \$ _____ Wages
and (b) \$ _____ Reimbursement

- ___ 2) Conference of your choice within the state.

- ___ 3) Planning time up to 9 hours per year.

PRINCIPAL:

MENTOR TEACHER:

_____ Signature

_____ Signature

_____ Date

_____ Date

_____ Account Number

_____ Employee Number

NOTE: To validate, a copy must be filed with the Chief Financial Officer.

Signed: _____
Chief Financial Officer

_____ Date

APPENDIX E-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: _____