

AGREEMENT

BETWEEN

**BIRCH RUN AREA SCHOOLS
BOARD OF EDUCATION**

AND

**BIRCH RUN
EDUCATION ASSOCIATION**

2023-2026

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

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AGREEMENT

This Agreement entered into this 14th Day of August 2023 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 recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, as amended, for all certified professional personnel, including personnel on tenure, probation, classroom teachers, Alternative Education Teacher(s), guidance counselors, librarians, homebound teachers, GSRP Lead Teachers with a current teaching certificate, Instructional Coaches, licensed or certified ancillary personnel including, but not limited to, school psychologists, and school social worker employed or to be employed by the Board (whether or not assigned to a public school building) and not serving 50% or more in an administrative position. Personnel excluded from the bargaining unit: all administrators, technology supervisor, operations supervisor, maintenance supervisor, food service director, transportation director, FLSA Non-Exempt personnel (excluding bargaining unit members in Schedule B positions), personnel exclusively covered by the Birch Run Education Support Personnel Association or District Food Service SEIU, substitutes employed by a third-party privateer, personnel employed exclusively by Saginaw ISD (excluding special education teachers) and/or colleges, and volunteers. 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; exception will be made to allow the Board to work with existing Birch Run staff and all approved higher educational institutions to provide classes in the early college program staffed with Birch Run teachers when possible.
- 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 – CREDIT UNION AND ANNUITY PAYROLL DEDUCTIONS

Teachers may sign and deliver to the Board an authorization for deduction of money to participate in a tax sheltered annuity as outlined in the U.S. Internal Revenue Code for public school teachers. The District has a 403(b) Plan Document (in compliance with IRS regulations) and an approved vendor listing. Any employee that desires to use a vendor that is not on the District's approved vendor listing must have at least three (3) members elect to use the new vendor or pay the cost of amending the Plan Document/vendor listing. When (3) three members elect to use a new vendor, the District will cover the cost of amending the Plan Document/vendor listing. That vendor must also comply with all IRS 403(b) regulations and agree to the terms outlined in the District's Plan Document.

ARTICLE III – TEACHER RIGHTS

- A. 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.
- B.
 - 1. The members of this bargaining unit, or any committee thereof, shall have the right to use school buildings and facilities that have not been previously reserved, without charge, for professional meetings of the BREA during times when the building is covered by the operating staff, and if the use does not interrupt student programming. Room clearance shall be made with the principal involved.
 - 2. The members of the bargaining unit shall have use of equipment at such times and under such procedures as are approved by the principal or Superintendent. The members of the bargaining unit agree to reimburse the Board for any damage to equipment entrusted to their use and care for non-educational purposes.

3. All requests for lawful use of the lounge and workroom bulletin boards shall be granted to the members of the bargaining unit.
 4. Inter-school mail service/electronic mail shall be made available to the Association.
 5. The members of the bargaining unit agree to pay the school cost for all materials used for non-educational purposes.
 6. When the Association wishes to use school buildings or facilities consistent with this Article, 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.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time-to-time all available information concerning the financial resources of the District, final budgetary requirements and allocations and other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.
 - D. 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 special treatment 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 it does not impede the education process. This provision is not intended to license the use of classroom teaching time for the avocation to students of personal views on local school district issues.
 - E. The Association will be permitted one hour to hold an Association General Membership Meeting during lunch of the first professional development day established on the school calendar. This meeting shall not delay or interrupt the events, sessions, agenda or other scheduled activities for that professional development day.
 - F. The Association President, or hi/her designee, will be permitted to meet new teachers during the New Teacher Orientation, which is traditionally held before the school year begins.
 - G. The Board of Education will designate up to five (5) minutes at each regularly scheduled Regular Board of Education meeting for the Association to present positive news regarding teachers and other bargaining unit members in the District. This presentation shall comply with all Board Policies, including, but not limited to, FERPA, IDEA and the ADA.

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 discipline, discharge, promotion or transfer of such employees.
 3. To establish reasonable provisions for health, safety and first aid of students, employees and other persons on grounds.
 4. 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.
 5. To make final decisions 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.
 6. 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.
 7.
 - 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.
 - b. The Board recognizes it has the responsibility to provide the teaching staff with the appropriate training to implement the approved District curriculum.

8. The exercise of the foregoing powers, rights and authority, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement.

ARTICLE V – TEACHING LOADS & ASSIGNMENTS

- A. The weekly teaching load in grades 5-8 shall be no more than twenty-five (25) teaching periods with five (5) unassigned periods of equivalent length for preparation time and in grades 9-12 the teaching load shall be no more than twenty-five (25) teaching periods with five (5) unassigned periods of equivalent length for preparation time. In grades K-4 the total conference/preparation time per week shall be a minimum of 275 minutes.
 1. This conference/preparation time during a full instructional day schedule shall not be in blocks of less than forty-five (45) minutes for grades K-4.
 2. In grades K-4 the remaining time shall be contact/teaching time.
 3. When it is necessary to administer diagnostic tests for assessments of individual students for the purpose of educational planning, all teachers accept this responsibility of completing assessments as necessary and the required bookkeeping associated with them. Appropriate assistance shall be provided to teachers requesting it. Any concerns, changes to assessment requirements or problems shall be referred to a building level committee made up of two members of the teaching staff of the building affected, selected by the BREA, and two building administrators.
 4. Unless excused, teachers will be encouraged to start ten (10) minutes before and required to start five (5) minutes before the scheduled student start time and remain five (5) minutes after the scheduled end time on both full and half days.
 5. In grades 5-12, an advisory or homeroom period may be implemented once per week. In grades 5-8, advisory or homeroom periods shall not exceed 30 minutes per day (with the exception of the 2023-2024 school year, for Capturing Kids Hearts, See Appendix C). In grades 9-12, advisory or homeroom periods shall not exceed 25 minutes per day. Teachers shall not be required to plan activities or lessons for those periods unless agreed by the Teacher, and compensated per the Master Agreement. Teaching load limitations in this Agreement are exclusive of advisory or homeroom periods per this Article and Appendix C. See article VI A.

- B. The work day for all contract years shall remain the same length as it was in the 2022-2023 school year, with the addition of minutes added per Article V(A), 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.
- C. The Board will provide all teachers a minimum of thirty-five (35) minutes of uninterrupted duty-free lunch period.
- D. Excluding advisory or homeroom: in the event that a teacher in grades 6 through 8 is assigned more than three (3) preparations, he/she shall be compensated in addition to his/her base salary at the rate agreed upon in Schedule B; in the event that a teacher in grades 9 through 12 is assigned more than three (3) preparations per trimester or semester and/or more than seven (7) preparations per academic year, he/she shall be compensated in addition to his/her base salary at a rate agreed upon in Schedule B.
- E. 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.
- F. Each teacher participating in the Hartley Outdoor Education Center event will be allowed to leave for the remainder of the day upon his or her return. The organizing teacher (one (1) teacher) participating in the Washington D.C. Trip will be given one (1) day of compensatory time.

ARTICLE VI – TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure 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 ensuring 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-1, if a teacher has more than twenty-eight (28) students enrolled in a class, that teacher shall be compensated at the rate of \$3.50 per student above 28 per day.

In grades 2-5, if a teacher has more than thirty (30) students enrolled in a class, that teacher shall be compensated at the rate of \$3.50 per student above 30 per day.

In grades 6-8 (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 compensated at the rate of \$3.50 per student above the 34 enrolled in a classroom. In grades 9-12 (except Band, Choir, and P.E.), if a teacher has more than one hundred twenty-eight (128) students enrolled per four (4) period day or more than thirty-four (34) students enrolled in a class, that teacher will be compensated at the rate of \$3.50 per student above 128 contacts per day or above the 34 enrolled in a class. The limitations in this paragraph exclude homeroom or advisory periods, in terms of extra compensation and not class size limits for those periods.

Should a bargaining unit member wish to express concern regarding excessive numbers in any particular class, he or she should bring this to the attention of the building administrator. In team-taught classroom settings, both teachers involved in an overload will equally split the overload pay.

- 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 and prorated by class period. 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.
- D. The Board recognizes that appropriate texts, library reference facilities, laboratory equipment, audio-visual equipment, Chromebook/iPads, printers, 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 reasonably provide materials and equipment necessary to teach, and keep the equipment properly maintained.
- E. Substitute teachers shall be retained 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 unless there is an extreme emergency, meaning all other substitute options have been exhausted. Whenever a teacher fills in for an absent teacher and loses his/her planning period, he shall be compensated in addition to his regular salary as noted on the schedule B.

- F. 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. The Board will identify space for faculty to utilize for personal, medical, and nursing needs.
- G. The parties agree that the evaluation of student performance, grades and promotion is the responsibility of the professional staff within the bargaining unit. Grade/Promotion appeal process is outlined in Board Policy. Bargaining unit members will have representation on the review panel for this process.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to any status protected by law. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to any status protected by law to seek to achieve full equality of educational opportunity to all pupils.
- I. The Board subscribes to the principle that continued curriculum study is beneficial and necessary. Opportunity for the faculty to provide input in such studies with the Administration will be provided by the Board.
- J. End of the year data will be welcome from teachers to assist in student placement for the next school year.
- K. When determining student placement during the scheduling process, and the first ten (10) days of each semester or trimester, administration will take into account placement of students to best meet all students' academic and social needs, consistent with legal requirements.
- L. Each ancillary staff member shall, with the cooperation of the building principal, be scheduled a room and times which are exclusively theirs.
- M. Each teacher required to travel between buildings shall have at a minimum fifteen (15) minutes travel time.
- N. It is recognized that staff meetings are an integral part of the educational process. Teachers may be required to attend staff meetings three (3) times per year (up to 60 minutes each) not including the opening day staff meeting (up to 90 minutes). Or, the meetings can be up to 180 minutes total to be split up over the school year. Meetings

should not exceed 60 minutes each, nor should they be less than 20 minutes. 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. Meetings shall begin not later than 10 minutes after the buses leave school grounds. If a meeting needs to be rescheduled, Administration will contact the Association and the two parties must reasonably agree upon the rescheduled date. Rescheduling a meeting should only happen in rare circumstances.

- O. The Birch Run Education Association will be provided access to all Birch Run Area Schools Bylaws & Policies. A summary of Bylaw & Policy changes/additions will be forwarded to the Birch Run Education Association President after formal approval by the Board of Education.
- P. The Board agrees to make all necessary school forms available in digital format when possible.
- Q. The Board agrees to make available electronically any signed contract or contract rider to the employee who signed said form.
- R. Teachers that lead a professional development session outside of the contractual working hours shall be paid their hourly rate in Schedule B for time spent facilitating the session. This language does not apply to PLCs.
- S. If preapproved in writing by the building administrator, a teacher may consent to covering work for another teacher in the following circumstances: (1) to cover an absence so a teacher may attend a "In-District" event involving their children; or (2) to cover an absence for twenty (20) minutes of the instructional day, or less. The teacher covering the absence shall not receive additional compensation for this professional courtesy.

ARTICLE VII – INSURANCE PROTECTION

- A. To the extent allowable by law, 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 insurance will cover teachers either in their own vehicles or school-owned vehicles while on school business. It is understood that the above coverage is in effect after the teacher's own insurance coverage is utilized. This provision is intended to conform with the law.
- B. The Board will carry Workers' Compensation Insurance on all bargaining unit members.

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

ARTICLE VIII – INSURANCE

- A. The Board agrees to furnish all full-time teachers the following insurance protection with a contribution up to 95% of the state hard caps for medical and 100% of non-medical (ancillary plans without medical) expenses. As follows:

- For the remainder of 2023 (through December 31, 2023) the District's 95% monthly contribution shall be:

Single:	\$585.79 per month
Two-Person:	\$1,225.07 per month
Full-Family:	\$1,597.62 per month

- For the 2024 Calendar Year (through January 1, 2024 through December 31, 2024), the District's 95% monthly contribution shall be:

Single:	\$609.81 per month
Two-Person:	\$1,275.30 per month
Full-Family:	\$1,663.12 per month

- For the 2025 and 2026 Calendar Year (2026 through the end of the contract) the monthly contribution shall be 95% of the Hard Cap identified by the Michigan Department of Treasury.

Those teaching less than full-time shall pay the pro-rata proportion of a full-time employee (i.e., a 3/5 time employee will pay 2/5 the cost of the insurance cap and the Board 3/5 of the cap).

- B. The Board agrees to offer the following Medical Plans and Ancillary Plans without medical options. Open enrollment will take place each November. Each bargaining unit member may only select or change his or her Plan option during open enrollment, unless otherwise required by law. Members' selection of any MESSA medical plan is effective 12 months from January 1 through December 31.

SUMMARY OF MEDICAL BENEFITS

BENEFIT	MEDICAL OPTION 1	MEDICAL OPTION 2	MEDICAL OPTION 3	ANCILLARY PLANS WITHOUT MEDICAL OPTION
Health	<p>MESSA Choices \$500/\$1,000 deduct</p> <p>\$20/\$25/\$50 OV/UC/ER</p> <p>Saver RX</p>	<p>MESSA ABC Plan 1</p> <p>\$1,500/\$3,000 deductible levels may be adjusted annually per IRS required minimums.</p> <p>No copay</p> <p>ABC Rx</p>	<p>ABC 1 with 3 Tier Rx. \$1,500/\$3,000 deductible levels may be adjusted annually per IRS required minimums.</p> <p>No copay</p>	<p>No Health Plan CIL: \$220/month</p>

C. One Hundred (100) percent of all other non-medical MESSA benefits described in the chart below shall be paid by the District for the 2023-2026 school years for all employees in the bargaining unit electing medical health insurance or cash in lieu of.

BENEFIT	For those electing a MESSA Medical Plan	ANCILLARY PLANS WITHOUT MEDICAL OPTION
LTD	<ul style="list-style-type: none"> • 66 2/3% • \$5500 Max/Month • \$8250 Monthly Salary • 60 Calendar Day Straight Wait • Offset of Other Income – Family, • 5% Minimum Payout • Freeze on Offsets – Yes • Alcoholism/Drug Addiction – 2 yr limitation • Mental/Nervous Condition – same as any other illness • Cost of Living Ben. - No • Survivor Income Ben. - No • Edu. Supplement Prog - No • Pre-Existing Cond. Waiver - Yes 	<ul style="list-style-type: none"> • 66 2/3% • \$5500Max/Month • \$8250 Monthly Salary • 60 Calendar Day Straight Wait • Offset of Other Income – Family, • 5% Minimum Payout • Freeze on Offsets – Yes • Alcoholism/Drug Addiction – 2 yr limitation • Mental/Nervous Condition – same as any other illness • Cost of Living Ben. - No • Survivor Income Ben. - No • Edu. Supplement Prog - No • Pre-Existing Cond. Waiver - Yes
Vision	VSP 3-Plus P-250 CL	VSP 3-Plus P-250 CL
Dental	<ul style="list-style-type: none"> • Diag & Prev: 100%: • Basic Services: 80% xrays • Major Services: 80% • Annual Max: \$1,500 • Lifetime Max: \$1,500 • Riders Included: 2 Clean 	<ul style="list-style-type: none"> • Diag & Prev: 50%: • Basic Services: 50% xrays • Major Services: 50% • Annual Max: \$1,500 • Lifetime Max: \$1,500 • Riders Included: 2 Clean • AO 80%

Neg. Life	\$50,000	\$50,000
Neg. AD&D	\$50,000	\$50,000
Neg. Dep. Life	\$0 spouse - \$0 child(ren)	\$2,000 spouse \$2,000 child(ren)

*\$220 cash per month in paycheck for those electing Non-Medical Option if the employee first presents information that they otherwise have insurance meeting the affordability and coverage requirements under the ACA.

- D. The Board will compute insurance premiums needed to provide insurance coverage for each employee from September 1st to August 31st and deduct from each employee's first two (2) paychecks of each month the amount in excess of money provided in Paragraph A, above (if any) needed to provide coverage elected by the employee.
- E. In the event that a bargaining unit member does not complete the full school year, the Board will continue insurance benefits at the pro-rata earned at the time of the member's termination. If the member owes an amount in excess of the money provided in Paragraph A above (including Board HSA contributions), the Board may deduct the balance from any of the bargaining unit member's final compensation from the district.
- F. In the event the Internal Revenue Service or any court or tribunal of competent jurisdiction determines that the negotiated Cafeteria Plan fails to qualify as a Cafeteria Plan under Section 125 of the Internal Revenue Code, and, as such, any Participant's choices under the Plan constitutes a constructive receipt of income by the Participant, the Employer agrees to fully indemnify the Participant for any and all taxes, penalties, legal fees and costs due to the determination. If there is legislation that requires taxation of health premiums, the employees will not be indemnified.
- G. Employees may contribute, through payroll deduction and electronic transfer, money towards their HEQ HSA up to the maximum amounts allowed by the Federal Law. Amounts contributed to the HSA through the District can be changed by the employee throughout the year.
- H. Employees enrolled in any of the three (3) plans get the same single, two (2) person, family district contribution regardless of which medical plan option they choose. If the monthly cap exceeds the cost of the medical plan, the balance will be applied toward employee costs for non-medical benefits (Choices Plans) or District contributions into the employee's HSA account (ABC Plan).

- I. The District will continue with the current formula, complying with PA 152 Hard Cap allowance each year. The District will provide the means for calculating this formula each year so that the Association can review and monitor this change over time.

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

- A. All teachers absent from duty on account of personal illness, injury or quarantine or any approved reason that have been in the continuous employ of the Board from the beginning of the school year shall be allowed full pay for no less than eleven (11) days of absence in any school year. Those teachers working partial years will be allowed a proration of eleven (11) days.
- 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 per school year, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
 5. One (1) day per occasion plus necessary out of state travel time for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance as approved by the Superintendent.
 6. Up to five (5) days per school year may be used for family hardship or catastrophic occurrences as approved by the Superintendent.
 7. Arrangements for additional leave days for the above (IX, B, 1-6) may be made with the Superintendent of Schools.

C. Personal Leave Days

At the beginning of each school year, each teacher shall be credited with three (3) personal days. A personal day may be used for any purpose at the discretion of the teacher

Personal leave days will not be granted the day before or the day after a scheduled break (Thanksgiving, Winter Break and Spring Break).

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

Two (2) unused personal days per year may be carried and accumulated as personal days. Any more than two (2) unused days would be carried and converted to the teacher's accumulated leave days.

D. Bargaining unit members hired prior to July 1, 2023, 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. Bargaining unit members hired after July 1, 2023, shall be entitled to an accumulation up to 160 days for the unused portion of each year's paid 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 available in Skyward Finance Employee Access.

G. Future Sick Day Allowance

Teachers may borrow up to twenty (20) sick leave days from their future sick leave day allowance. Borrowed sick leave days must be repaid within four (4) years. If the teacher leaves the District's employment while still owing borrowed sick leave days, the value of the days, at their current per diem rate, will be deducted from the teacher's final check(s). If additional money is owed to the District, the teacher is responsible for paying the District in full within thirty (30) days from his or her date of separation.

1. The employee requesting to borrow sick leave days must have exhausted all available sick leave and personal days.
2. An individual may not owe more than twenty (20) sick leave days at any given time
3. The days may be used for:

- a. serious illness of employee
 - b. serious illness of employee's spouse or minor children residing in the household
 - c. giving birth, including up to three (3) days with doctors note for employee or child if needed, not to exceed twenty (20) total days borrowed
 - d. catastrophic event up to five (5) days
 - e. The time off leading to LTD coverage for the employee
- 4. Employee must repay a minimum of five (5) days per year
 - 5. The decision of the superintendent is final.

All current sick bank members that owe days will repay those sick leave days to the Board of Education at a minimum of five (5) days per year.

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 may, upon written request, be granted a leave of absence without pay. The bargaining unit member shall be responsible for insurance payments if the unpaid leave extends beyond FMLA limits.

An employee who requests or is placed on a medical leave of absence shall have insurance coverage paid by the school district for all of the time in which the employee has sick leave days available. In addition, an employee on tenure status with the Birch Run Area Schools shall be entitled to payment for health insurance coverage beyond the exhaustion of all sick leave days for an additional one month for each year of service in the Birch Run Area Schools; provided however, that in no case shall the employee's coverage continue beyond the end of the school district's insurance year-- August 31st--except when the tenured employee exhausts his sick leave during the month of September of any year. In the case where a tenured employee's sick leave is exhausted in September of a given year, the employee shall be entitled to insurance coverage provided by the school district for an additional month for each year of service in the Birch Run Area Schools; provided however, that the insurance coverage shall not continue beyond September 30th of the succeeding year. After one year of service, a non- tenured employee shall be provided insurance coverage by the Birch Run Area Schools for the remainder of the month in which his sick leave is exhausted (Insurance coverage subject to the provisions of Article VIII).

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

1. An employee shall be allowed a maximum of five (5) working days immediately prior to or after the funeral per school year per death in the immediate family upon approval of a Board representative. One (1) of the five (5) days may be taken at some point later with the approval of the Superintendent if it is for a memorial for the immediate family member. Three (3) days shall be allowed for the death of a brother-in-law or a sister-in-law.
2. Absence when a teacher is called for jury service. (Pay computed minus jury compensation.)
3. Court appearance as a witness when subpoenaed for a reason/incident which occurred during or at school, not including any matter related to union labor relations. A teacher subpoenaed for any other reason may use sick or personal days for the absence.
4. Approved visitation at other schools or for attending educational conferences or conventions which have been approved by the Superintendent or his designee.
5. 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 Teacher shall remain on the District's payroll, but the Association shall pay all of the bargaining unit member's salary and benefits (including any unemployment associated with such leave), and agrees to indemnify and otherwise reimburse the district for any costs or disputes arising out of this relationship. The bargaining unit member will not be granted step or lane increases during their absence. Upon return, he or she will be placed back on the step and lane they were on prior to the leave.
6. A total of twenty (20) days per year may be purchased by the Association for official business purposes, at the rate of the daily substitute teacher. Such days may not be used for any activities restricted in Article XV at Birch Run or any other school District. The Board must be notified at least five (5) days in advance if five (5) teachers are released; four (4) days for four (4) teachers; three (3) days for three 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. Should the District request the Association to work on school business during instructional time in conjunction with the District, the Association shall not be charged the twenty (20) days per year that may be purchased by the Association for official business purposes. The Association shall reimburse the District on a current rate basis those sums paid to the Office of Retirement Services for Association release time as well as the substitute salary rate as long

as the days are requested by the Association.

7. Up to two days for an injury of a bargaining unit member that occurs at work which requires medical attention, any other days required may be charged against the teacher's sick leave time (pay computed minus Workers' Compensation benefits). 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 seniority and status. He must teach in the system for at least three (3) years upon his return or pay to the School Board a fraction of the pay he received while on sabbatical leave, according to the number of years of service after the leave. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule B of this Agreement.

D. Child Care Leave

A child care leave not covered by the Family Medical Leave Act (FMLA), shall be granted without pay, fringe benefits or accumulation of sick leave; providing such notification is received at least thirty (30) days in advance of the beginning date of such leave. A child care leave of absence shall be granted to any (male or female) teacher for child care, including adoption, for periods up to twelve (12) months.

With a twenty (20) day notice, the teacher may terminate the leave early if approved by the District, provided that they are physically able to perform their 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, on a rolling backwards basis (unless contrary to law) of unpaid, job protected leave in a 12-month period for specified family, military exigencies and medical reasons; and a rolling forward basis for military caregiving. 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. FMLA leave is concurrent. A Fitness-to-Return clearance from a medical care provider may be required.

- E. Leaves of absence without pay and benefits up to one year may be granted upon application for the following purposes:
1. Study related to the teacher's certified field.
 2. Study to meet eligibility requirements for an educational certification 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, consistent with state and federal law.
- G. Leaves for other specific items not addressed in this article are not provided for casual and indiscriminate use. A quality of urgency or emergency must be involved in requests for leave. Normally, a leave application shall be processed before the leave occurs, but in all cases notification of intent to be absent shall be given at the earliest possible time. Such leaves will be without pay and benefits. These leaves shall be subject to the approval of the Board of Education.
- H. For purposes of definition under all leave sections, the immediate family shall include: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, stepfamily members, grandparent and grandchild, and the ward of a legal guardian. The Board reserves the right to request proof of legal guardianship. Stepfamily members are defined as: step-children, step-mother, step-father, step-brother, step-sister, step-grandchildren and step-grandparent.

- I. Bargaining unit members shall submit a request to return to work or extend the leave not later than fifteen (15) working days prior to the end of the school year. Failure to submit a request to return to work or extend the leave within fifteen (15) days of the end of the school year shall result in the employee's termination at the end of the school year.

ARTICLE XI – SEVERANCE BENEFITS

- A. In appreciation for services to the school district, a leave payment shall be made upon a teacher's retirement from the system under provisions of the State Retirement Act, or upon a teacher's death, provided, the teacher involved shall have been employed in the school district for six (6) years using the following.
 1. Employees hired after July 1, 1997, who submits notice of retirement prior to March 1 of their intent to retire at the end of the fiscal year (June 30) or the end of a future fiscal year (June 30), also in instances of an employee's death, will be compensated at \$70.00 per day for unused paid leave days.
 2. Employees hired after July 1, 1997, who announce retirement on March 1 or later of each year will be compensated at \$40.00 per day for unused paid leave days.
 3. Members hired prior to July 1, 1997 shall receive a leave payment equal to $\frac{1}{2} X$ the number of leave days up to a maximum of 102 X (Schedule A Salary divided by 184) until September 1, 2011. On September 1, 2011, their leave payment under the program will be frozen and they will begin to accumulate terminal leave as outlined in section 1 and 2 (above).
- B. An employee whose employment with the Birch Run Area Schools terminates on or after the last day of school in a school year shall have his insurance paid by the school district through August 31st of that year, the end of the insurance year for the school district.
- C. An employee who terminates his employment during the school year shall continue to have insurance coverage paid by the school district through the remainder of the calendar month in which the termination occurs.

ARTICLE XII – SENIORITY

- A. Seniority shall be defined as all consecutive years of teaching experience with the Birch Run Area School District. Seniority shall remain unbroken but shall not accumulate when a bargaining unit member is on a voluntary unpaid leave of absence. Bargaining unit members on layoff shall accumulate seniority on layoff up to the number of years they worked in the District and then seniority will be frozen.

- B. In the event it becomes necessary to determine a teacher's placement on the seniority list, two (2) representatives of the Association and two (2) representatives of the Board shall supervise a drawing.
- C. All teachers so affected will be notified in writing of the date, place and time of the drawing and will personally draw a slip.
- D. The slips shall contain each person's name, and be drawn from a hat or other similar container and placement on the seniority list shall be based upon the first name drawn having the greatest seniority.
- E. If, in the event a teacher(s) affected does not attend the drawing, a representative of the Association shall draw for the teacher(s).
- F. After each such drawing, a new seniority list shall be developed by the Board and a copy shall be presented to the Association.
- G. 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 – GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" shall be defined as a claim by a teacher, group of teachers, or by the Association 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 "grievant" is the person, persons, or Association making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve a problem.

5. All days are working days unless otherwise indicated. During the summer break, working days will be considered as days other than Saturdays, Sundays, and holidays.
6. The Board of Education and/or the Association may designate any representative(s) it desires at any steps of this grievance procedure.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Procedure

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

A grievance must be processed within fifteen (15) business days from the date of the alleged occurrence or within fifteen (15) business days from the date of the teacher's first knowledge of the alleged violation, except that if the grievance is filed on or after June 1st, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

- a. A grievant shall submit a grievance, 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) working days in which to meet and resolve the grievance. If the grievance is not resolved, the

supervisor shall have ten (10) working 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) working 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) working days of receipt of notification that the grievance is being pursued.
- c. A written answer shall be returned to the Association within ten (10) working days of said meeting.

3. Level Three - State Appointed Mediation

- a. In the event the grievance is not satisfactorily resolved at Level Two, written notice to proceed to Level Three shall be given to the Board Designee and MERC within ten (10) working days of receipt of the written decision at Level Two.
- b. Any decision and/or recommendation made by the mediator will not be admissible at any arbitration proceeding.

4. Level Four - Binding Arbitration

- a. If the grievance is not satisfactorily resolved at Level Three, the grievance may be submitted to arbitration within thirty (30) calendar 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) working days after notice is given, the Association shall submit the grievance to the American Arbitration Association, and the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which

shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceedings any charge or rely on any evidence not previously disclosed to the other party, unless such charge or evidence is newly discovered. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

- c. The fees and expenses of the arbitrator under this Article shall be jointly shared by the Board and the Association. Any other expenses such as costs involved in presenting witnesses, etc., shall be borne by the party incurring such expenses.
- d. If the scheduled arbitration case is postponed on less than one (1) week's notice to the other party, the party requesting the postponement will pay any and all arbitrator charges caused by the postponement.
- e. The Association will make every effort to give the employer at least five (5) working days advanced notice of employees it needs to be excused from work to attend the arbitration hearing so substitutes can be obtained unless there are extenuating circumstances.

5. Miscellaneous

- a. Forms for filing and processing grievances shall be mutually designed.
- b. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
- c. In the event that the Board of Education or its representatives fail to answer a grievance in a timely fashion, such failure shall act as a denial and the Association may process the grievance to the next step at the end of the time limits of that particular step.

ARTICLE XIV – NO STRIKE

The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system.

The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone; nor shall any member take part in any strike, slow-down, or stoppage of work, boycott, picketing or other interruption of activities in the school system.

ARTICLE XV – 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. Merit pay as defined in Section 1250 of the revised school code shall be awarded with an off-schedule payment (amount determined by the Board) to teachers rated “highly effective” on evaluation domains as determined by the Board of Education.
- B. Bargaining unit members coming into the Birch Run School System shall be given credit for all of their years of any teaching experience up to a maximum of five (5) years, with up to eight (8) more at the discretion of the Board. Credit may only be given at the time of initial employment (not retroactive). The district will forward communication regarding a bargaining unit member’s step placement to the Association President upon the bargaining unit member’s hiring.
- C. The holder of a State Elementary or Secondary 30-hour Continuing Certificate or a Professional Education Certificate with a minimum of 30 graduate level hours in a planned program shall be placed on Master’s Salary Schedule. Bargaining unit members hired during and after the 2005-06 school year shall have a Master’s degree to be placed on the Master’s Salary Schedule.
- D. The Salary Schedule is based upon the regular school calendar and the normal teaching load as defined in this Agreement. For classroom assignments in excess of the normal weekly teaching load, teachers will be compensated at the rate of one sixth ($1/6$) (one fifth $1/5$ for grades 9 through 12) of the basic schedule salary. Assignments shall be made on voluntary basis. Assignment made in excess of the normal weekly teaching load may be taught outside the regular teaching day if the teacher involved agrees to the assignment on a voluntary basis and the BREA is notified.
- E. Teachers involved in extra-duty assignments set forth in Schedule B, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.

- F. Records of additional compensation paid in addition to Schedule A shall be forwarded to the Birch Run Education Association for filing.
- G. A teacher engaged during the school day in negotiating a grievance on behalf of the Association shall reimburse the District on a current rate basis those sums paid to the Office of Retirement Services for Association release time when a substitute is required as long as the days are requested by the Association.
- H. Each teacher shall have the following two (2) options of pay. Once selection is made it is valid for the fiscal year.
 - 1. Twenty-six (26) equal bi-weekly pay periods.
 - 2. Twenty-one (21) equal bi-weekly pay periods.
- I. A bargaining unit member shall be reimbursed for tuition costs if the Board written requests the member to take additional courses for curriculum expansion or district needs. The teacher or bargaining unit member will not be required to take the classes if the written request is made.

ARTICLE XVI – SCHOOL CALENDAR

- A. Teachers shall work per contracted calendar. Instructional days may be added to the calendar if necessary to maintain full state aid. The Association and District will confer and bargain the dates or minutes for the additional necessary days.
- B. Teachers shall not be required to report more than two (2) days prior to the beginning of classes or to remain more than two (2) days after classes end 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, and Christmas Day.
- D. It is understood that State School Aid Act Section 101(4), as amended, does not require the first six (6) "Act of God" days called during any school year to be made up and the District shall not require the teachers to do so. It is understood that the teachers shall not lose any compensation for the first six (6) "Act of God" days called during any school year. Any "Act of God" days over and above these six (6) days during any school year shall be made up with no additional compensation. If public School Aid Act Section 101(4), as amended, changes and does not require the make-up of "Act of God" days, the board shall not require teachers to make them up.

ARTICLE XVII – SPECIAL TEACHING ASSIGNMENTS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they 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. 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 (3) 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 (2) 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 (3) 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's 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 eight (8) hours each school year. Four hours should be dedicated to the first half of the school year and the other four hours should be dedicated to the second half of the school year. 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 nine (9) hours per year.
 - d. Reimbursement for items such as teaching supplies, classroom enhancement activities, etc.
 - e. Combination of wages and reimbursement for supplies.
 6. Training for mentors will include:
 - a. Defining effective mentoring processes
 - b. Explore the needs of new teachers and design strategies to assist them
 - c. Practice techniques for effective mentoring
 - d. Establish a network with other mentors in the District
 - e. Problem solve issues and concerns unique to new teachers and mentors
 - f. A mentor handbook will be supplied
- C. To facilitate the activities of Professional Learning Communities and to encourage all teachers to commit to the goals of the Professional Learning Communities, the District and the Association hereby agree to the following for Department Heads:
1. Each Professional Learning Community will have a Department Head.
 - a. Department heads will be voluntary
 - b. Department heads may be a shared position
 2. The Department Heads will be responsible for organizing Professional Learning Community activities, for generating meeting agendas, recording minutes, and providing for records of attendance.
 3. Department Heads shall be compensated \$275. The teacher shall choose to receive the compensation/recognition for being the Department Head 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 not to exceed \$275.
 - c. Planning time up to nine (9) hours per year.
 - d. Reimbursement for items such as teaching supplies, classroom enhancement activities, etc.
 - e. Combination of wages and reimbursement for supplies.
4. Should a bargaining unit member be excused from a Professional Learning Community ("PLC") meeting, he/she may make up the meeting by meeting with another applicable PLC approved by the Principal. Alternatively, the individual can utilize his/her accrued sick or personal time in extreme circumstances if the absence was excused consistent with the collective bargaining agreement.

ARTICLE XVIII – PERSONNEL FILE

Each teacher shall have the right upon reasonable request to review the contents of his own personnel file during regular business hours. 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.

ARTICLE XIX – PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. The Board acknowledges that exceptional children require special education by specially certified teachers. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children within the bounds of state and federal law.
- 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 advice to 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 as long as the teacher was following the policies, rules, regulations, and laws governing the District.

If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide all reasonable assistance to the teacher

in his/her defense as long as the teacher was following the policies, rules, regulations, and laws governing the District. 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.

Time lost by a teacher in connection with any incidents mentioned in this Section shall not be charged against the teacher.

- D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- E. 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.
- F. The Board shall provide training at the beginning of each school year establishing the procedures to be implemented in the event of an emergency.

ARTICLE XX – NEGOTIATION PROCEDURES

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

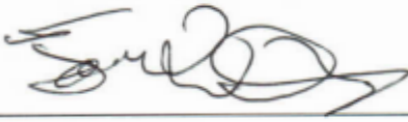
- A. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- B. This Agreement shall supersede 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. 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.
- C. Electronic copies of this agreement shall be made available within thirty (30) calendar days upon signing by both parties.
- D. 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.
- E. 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.
- F. 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.
- G. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531 shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.


ARTICLE XXII - DURATION

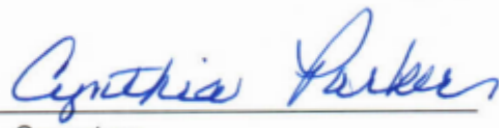
This Agreement shall be effective as of ratification and signature by the parties and shall continue in full force and effect until 11:59 p.m., June 30, 2026.

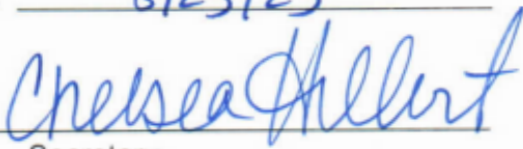
BIRCH RUN BOARD OF EDUCATION

BIRCH RUN EDUCATION ASSOCIATION

By: 
 President
 Date: 8/22/23

By: 
 President
 Date: 8/23/23

By: 
 Secretary
 Date: 8/23/23

By: 
 Secretary
 Date: 8/23/23

2023-2024 Teacher Salary Schedule A				
Step	BA	BA+23	MA	MA+30
1	\$ 41,734	\$ 43,152	\$ 44,808	\$ 46,228
	\$ 43,535	\$ 44,958	\$ 46,644	\$ 48,066
1.5	\$ 42,833	\$ 44,252	\$ 45,933	\$ 47,352
	\$ 43,535	\$ 44,958	\$ 46,644	\$ 48,066
2	\$ 43,535	\$ 44,958	\$ 46,644	\$ 48,066
2.5	\$ 44,547	\$ 45,966	\$ 47,714	\$ 49,133
3	\$ 45,558	\$ 46,974	\$ 48,789	\$ 50,206
3.5	\$ 46,619	\$ 48,038	\$ 49,914	\$ 51,331

4	\$ 47,675	\$ 49,094	\$ 51,036	\$ 52,456
4.5	\$ 48,783	\$ 50,199	\$ 52,210	\$ 53,630
5	\$ 49,890	\$ 51,308	\$ 53,384	\$ 54,806
5.5	\$ 51,048	\$ 52,468	\$ 54,617	\$ 56,037
6	\$ 52,210	\$ 53,630	\$ 55,851	\$ 57,270
6.5	\$ 53,429	\$ 54,848	\$ 57,138	\$ 58,559
7	\$ 54,639	\$ 56,059	\$ 58,426	\$ 59,847
7.5	\$ 55,917	\$ 57,339	\$ 59,780	\$ 61,201
8	\$ 57,193	\$ 58,609	\$ 61,132	\$ 62,553
8.5	\$ 58,530	\$ 59,949	\$ 62,544	\$ 63,963
9	\$ 59,866	\$ 61,282	\$ 63,962	\$ 65,380
9.5	\$ 61,263	\$ 62,682	\$ 65,446	\$ 66,866
10	\$ 65,689	\$ 67,107	\$ 70,162	\$ 71,578
10.5	\$ 67,055	\$ 68,475	\$ 71,646	\$ 73,066
11	\$ 68,586	\$ 70,004	\$ 73,254	\$ 74,672
11.5	\$ 69,953	\$ 71,368	\$ 74,739	\$ 76,161
12	\$ 71,614	\$ 73,029	\$ 76,491	\$ 77,910
12.5	\$ 71,770	\$ 73,188	\$ 76,642	\$ 78,060
13	\$ 74,330	\$ 75,764	\$ 79,263	\$ 80,696

The 2023-2024 salary schedule will increase by 75% of the percentage increase between the Per Pupil Foundation Allowance legislated in the 2023 State Aid Act and that of the initial legislated/adopted 2022 State Aid Act. The decrease shall not exceed 0% and the increase shall not exceed 4% for the bargaining unit members. (Bargaining unit members get steps and lane changes at the beginning of the 2023-2024 school year). Per the chart above, eligible bargaining unit members will receive lane changes at the beginning of the 2023-2024 school year. Bargaining unit members shall advance two steps as long as they have steps to advance given their placement on the scale.

**For Example, for the 2023-2024 school year, if a bargaining unit member were on step three for the 2022-2023 school year, he or she would advance to step 5 for the 2023-2024 school year.

The 2024-2025 salary schedule will increase or decrease by 75% of the percentage increase between the Per Pupil Foundation Allowance legislated in the 2024 State Aid Act and that of the initial legislated/adopted 2023 State Aid Act. The decrease shall not exceed 2% and the increase shall not exceed 3% for the bargaining unit members. Eligible bargaining unit members shall receive lane changes at the beginning of the 2024-2025 school year. Bargaining unit members shall advance one step as long as they have one step to advance given their placement on the scale.

The 2025-2026 salary schedule will increase or decrease by 75% of the percentage increase between the Per Pupil Foundation Allowance legislated in the 2025 State Aid Act and that of the initial legislated/adopted 2024 State Aid Act. The decrease shall not exceed 2% and the increase shall not exceed 3% for the bargaining unit members. Eligible bargaining unit members shall receive lane changes at the beginning of the 2025-2026 school year. Bargaining unit members shall advance one step as long as they have one step to advance given their placement on the scale.

Schedule B stipends will be calculated based on Step 2.

Other than the wages and benefits identified in this contract, there shall be no material increase in wages or benefits unless ratified by both parties.

There shall be no change in salary calculation during any year that a mid-year pro-ration may occur. Rather, the successor year Foundation Allowance would have to increase above the initial legislated amount from the initial year in order for there to be any future increase in salary.

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 thirteenth year of service and continuing each subsequent year.

2023-2025

\$50/year of service for 13-19 years of service

\$55/year of service for 20-24 years of service

\$60/year of service for 25 or more years of service

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.

I. ATHLETICS

Baseball

Head	10.00
Assistant	6.00
Middle School	4.00

Basketball (Boys & Girls)

Head	10.00
Assistant	6.00
Middle School	4.00

Cheerleading – Competitive

Head	8.00
Assistant	5.00
Middle School	3.50

Cheerleading – Sideline

Head	8.00
Assistant	5.00
Middle School	3.50

Cross Country

Head	6.00
Assistant	4.00
Middle School	4.00

Football

Head	10.00
Assistant	6.00
Middle School	4.00

Golf Head

Assistant	4.00
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Soccer (Boys & Girls)

Head	10.00
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Assistant	6.00
Middle School	4.00
Softball	
Head	10.00
Assistant	6.00
Middle School	4.00
Track (Boys & Girls)	
Head	10.00
Assistant	6.00
Middle School	4.00
Volleyball	
Head	10.00
Assistant	6.00
Middle School	4.00
Wrestling	
Head	10.00
Assistant	6.00
Middle School	4.00
Powerlifting**	
Head	5.00
Assistant	2.50
Bowling**	
Girls	3.00
Boys	3.00
Strength and Agility (Co-Ed)	
High School (1 position)	3.00

**New positions/rates will be honored when and if they are approved by the Board of Education

II. COMPETITIVE ACADEMIC PROGRAMS

Forensics	
Head	6.00
Assistant	2.50
Middle School	2.50
Debate	2.00
Robotics	4.00

III. INTERSCHOLASTIC PROGRAMS

Student Council	
High School	4.00
Middle School	3.00
Elementary School	2.00
National Honor Society	
High School	2.00
Middle School	2.00

IV. ADDITIONAL COMPENSATION FOR EXTRA DUTIES

Activity Chaperone/Game Manager - per activity/all grade levels (All day events compensated double)	0.13
High School Class Advisor	
Freshman Class Advisor	2.00
Sophomore Class Advisor	2.00
Junior Class Advisor	3.00
Senior Class Advisor	3.00
Club Sponsorship	2.00
Dramatics (per play)	
High School	3.50
Middle School	2.00
High School Band Director	7.50*

*High School Band Director:

1. Additional compensation includes:
 - Band preparation and performances for football season and homecoming parade and/or competitions
 - approved after-school performances (maximum of four)
2. Additional after school, approved school performances will be compensated at 0.50% per performance.

Music Director 5.00**

**Music Director:

1. Shall be defined as any of the following:
 - Middle School Band Director,
 - Elementary Music Director, or
 - High School Vocal Director.
2. The additional compensation includes:
 - music preparation for approved school performance with a maximum of four after-school performances.
3. Additional after school, approved school performances will be compensated at 0.50% per performance.

4. Middle School Vocal Director 2.50

Summer Parade 0.50

Yearbook Advisor 3.50

Washington DC Trip Coordinator 3.00

Washington DC Trip Chaperones One Paid Leave Day, the first working day after the trip

Preschool/Early Childhood Enrollment Coordinator 1.00

V. NOTES REGARDING B SCHEDULE POSITIONS

There shall be an increment of 0.40% of the base applied to each athletic/forensics coaching position for each year an individual has coached in a particular sport, maximum of ten (10) increments.

There shall be an increment of 0.40% 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.

Non-exempt (hourly) employees volunteering to perform Schedule B positions shall be reimbursed for expenses per the corresponding stipend amounts.

VI. OTHER SCHEDULE B POSITIONS

- A. Positions paid on an hourly basis shall be compensated at an hourly rate of 0.064% of BA base salary for that specific school year.

Positions include:

- Hourly on staff substitute
- Resource hour supervisor
- High School Lunch supervisor (1/2 hour per day)
- Parking lot supervision (1/4 hour per day)

- B. Positions paid on an hourly basis shall be compensated at an hourly rate of 0.080% of BA base salary for that specific school year.

Positions include:

- Detention supervisor
- Saturday school supervisor
- Homebound teaching (plus mileage)
- Summer testing
- Summer curriculum planning/training
- Summer school teacher
- 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.

- C. Positions paid on an annual basis shall be compensated at a rate of 2.75% of base.

Positions include:

- Noon recreation (per luncheon period)
- Payment per preparation, in the event that a teacher agrees to more than three (3) preparations.
- Lunch or Corridor Supervisor (Middle School)

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

- E. Mileage will be compensated at the IRS rate.

- F. 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.

- G. A schedule B assignment may be terminated at any time for any reason.

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 _____

2023-2024 CALENDAR

Jul-23						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jan-24						
						1
						2
						3
						4
						5
						6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Aug-23						
						1
						2
						3
						4
						5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Feb-24						
						1
						2
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Sep-23						
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Mar-24						
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Oct-23						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Apr-24						
						1
						2
						3
						4
						5
						6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Nov-23						
						1
						2
						3
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May-24						
						1
						2
						3
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Dec-23						
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jun-24						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- Teacher Work Day
- Professional Development
- End of Trimester
- Teacher Comp Day
- PTC

5 full day PD

Comp Days

1.5 10 hours collaboration

1 OCT 18 & 19 PM PTC

0.5 FEB 1 PM PTC

APPENDIX A-1 - PROCEDURE FOR AN EMPLOYEE WHEN REQUESTING TO REVIEW THEIR PERSONNEL FILE

**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 Board of Education

For the Association

Date

Date

APPENDIX A-2 - PROCEDURE FOR REQUESTING AN EMPLOYEE'S FILE

**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 Board of Education

For the Association

Date

Date

APPENDIX C - CAPTURING KIDS' HEARTS PROGRAM

The Parties agree that building a strong culture is important to the development of the District's students. The Parties also agree to test the Capturing Kids' Hearts Program to strengthen student connectedness to others by enhancing healthy bonds with teachers in an effort to reduce negative behaviors.

Accordingly, for the 2023-2024 School Year, the District shall implement the Capturing Kids' Hearts Program in grade levels 5 through 8. The program shall include the following parameter: a Daily Homeroom/Advisory Period lasting up to 30 minutes each day that may require some preparation.

This changed working condition of a daily homeroom/advisory period will expire at the end of the 2023-2024 school year unless otherwise agreed by the parties.

Bargaining unit members attending training for this pilot program prior to the start of the 2023-2024 school year will be paid \$34.83 per hour.

APPENDIX D - SPECIAL EDUCATION TEACHER STIPEND

The Parties agree that full time Special Education Teachers employed and working at 85% of the maximum caseload of the state approved Intermediate School District (ISD) Plan for the Delivery of Special Education Programs and Services shall receive a stipend. A part time special Ed teacher will only qualify for a portion of the stipend based on the percentage of the day/year they are serving as a Special Education Teacher. Individuals on unpaid leave and those holding ancillary special education positions do not qualify for this stipend.

- A. For the 2023-2024 School Year the Stipend will be 2.5% of the base
- B. For the 2024-2025 School Year the Stipend will be 2.5% of the base
- C. For the 2025-2026 School Year the Stipend will be 2.5% of the base

APPENDIX E - NORTH ELEMENTARY TEACHER EXTRA WORK TIME STIPEND

As long as the North Elementary School teachers are regularly scheduled to work a longer work day than middle school teachers, each North Elementary bargaining unit member shall receive an annual off-schedule stipend of \$350.00, less normal withholdings. The stipend will be paid the second pay period in June of each contract year. Teachers must work a full year to be eligible to receive the stipend.