

ARTICLE IV
Association Rights and Responsibilities

Section 1 The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in or participation in the activities of the Association.

Section 2 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, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and the Association agrees to be bound by any lawful order or award thereof.

Section 3 The Board grants the Association the right to the reasonable use of school premises for its professional or business meetings upon the prior written request made by the Association and approved by the Superintendent or his/her designee. The Association agrees to pay any overtime costs for use of facilities which may be incurred by the Board.

Section 4 No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises.

Section 5 The Board shall designate a bulletin board or an adequate portion thereof in each building for the posting of Association business notices and social announcements. All such notices, or announcements, shall contain the signature of an Association official.

Section 6 The Association will have access to all means of communications for its business notices and social announcements. The public address system may be used by the Association at the normal time for such announcements. A copy of all informational announcements, questionnaires, surveys, evaluations, and other general membership distributions or circulations initiated by the Berkley Education Association shall be given to the building principal and a copy sent to the Assistant Superintendent at the time of such distribution or circulations.

Neither the Berkley Education Association nor any of its members shall contact any outside agency or organization or vendor on behalf of the Berkley School District for the purpose of seeking advice, counsel, making purchases or acquiring services, or support without the express permission of the appropriate administrator.

Section 7 The Board agrees to furnish to the Association, in response to requests, copies of all available public information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers. The Board also agrees to provide the Association such information as may be necessary for the Association to process any grievance or complaint.

The Board shall make available for the Association all documents which are freely available to the public. It shall not be required to provide the

Association with management documents such as Budget Responsibility Reports nor to compile information not available to the general public.

Section 8 The Board shall place on the agenda of any regular Board meeting, matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office by the close of the business day on the Wednesday prior to said regular Board meeting

Section 9 Any state or federal grant applications must be brought to the attention of the Association prior to filing.

Section 10 The Association President shall be half-time released at Board expense for the performance of Association business and coordinating the mentor program and new teacher training along with District representation. The Board maintains right of assignment. Any high school teacher serving as Association President shall not be scheduled to teach any periods after lunch in a block schedule. The Association President shall be considered to be employed full time by the Board for all purposes during the term of office.

Section 11 The Association shall be given, upon the authorization of the Association President, thirty (30) days release time to be utilized by Association officers or representatives for attendance at professional activities such as professional conferences, workshops, R.A. Assemblies and grievance proceedings. Said days shall accumulate from year to year. An additional fifteen (15) days of released time will be granted and the Board will be reimbursed by the Association for each of these days used at the current substitute rate. The

last five (5) days will be used subject to the approval of the Director of Human Resources.

Section 12 The BEA President and designee of the Board will confer regarding assignment of members to District committees.